



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, September 17, 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. Discussion and possible Action to approve award of the 2025-2027 Biennial Analytical Support contract to SGS North America Analytical Laboratories for an amount not to exceed the unit price per test listed in the submitted bid document.**
- 2.5. Discussion and possible Action to approve the award of the Infiltration Basin Cleaning Services to Peek Brothers Construction for an amount not to exceed \$37,000 as listed in the submitted bid document.**
- 2.6. Consideration and possible action to approve a Professional Services Agreement with Shaw Engineering for the Water Treatment Plant -Treated Water Reservoir 1 Rehabilitation and Surface Water Improvements in an amount not to exceed \$116,800.**
- 2.7. (For Possible Action) Possible action to approve a contract with Kimley-Horn for development of the South Fernley Area Plan in an amount not to exceed \$173,200.**
- 2.8. Consideration and possible action to approve the purchase and installation of three insertion valves for the City's water distribution system for an amount not to exceed \$95,865.**
- 2.9. Consideration and possible action to authorize Shaw Engineering for the preparation of design documents for the replacement of the microfiltration (MF) reverse flow stainless steel piping at the Fernley Water Treatment Plant for a total cost of \$34,800.**
- 2.10. Discussion and possible action to approve the extension of the professional services contract with Stantec for the Highway 50 Loop Design project.**
- 2.11. Discussion and possible action to approve a Memorandum of Understanding between the City of Fernley and the City of Yerington to provide temporary court and administrative support to the City of Yerington while it recruits and hires permanent court staff.**

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 by Bridget Posson, Executive Director, American Red Cross Northern Nevada Chapter.**

6. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

6.1. Discussion and Possible Action regarding the character, alleged misconduct, and professional competence of Councilman Stan Lau. Possible actions may include, but are not limited to, censure, removal from committee assignments, or expulsion of Councilman Lau pursuant to NRS 266.240, and providing direction to staff regarding next steps as requested by Councilman Mendoza.

6.2. Discussion regarding the character, alleged misconduct, and professional competence of Councilman Joe Mendoza and Case #MA030119-01 (ATP-MA030119-01) as requested by Councilman Hannan.

7. PUBLIC HEARINGS

7.1. (For Possible Action) Discussion and possible action regarding a request from the Planning Department to amend the home occupation use standards contained in Fernley Municipal Code, Title 32, Chapter 7, Section 200 (Bill 364, CA25003).

7.2. (For Possible Action) Discussion and possible action regarding Bill #362 (associated with CA25002) to revise Section 32.09.090(i) (Landscaping and Screening) of the City of Fernley Development Code to update the location and design requirements and other specifications for trash enclosures and update the screening requirements for mechanical and electrical equipment and facilities.

8. ORDINANCES

8.1. Discussion and Possible Action, First reading of Bill #368 regarding whether to allow delivery services to deliver alcoholic beverages sealed by covered food establishments within City limits.

9. STAFF REPORTS

9.1. Discussion and Possible Action to revise the offer letter for the City Clerk.

9.2. Discussion and possible Action to approve the reclassification of Administrative Specialist II to Utilities Project Coordinator.

9.3. Discussion and possible Action to approve the appointment of Deputy City Manager, Lydia Altick, as the Acting City Manager during the recruitment process for a new City Manager.

10. PUBLIC FORUM

11. ADJOURNMENT

Next Meeting: October 1st @ 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 # 9	Shadow Ln - Water Construction	08/26/2025	37,124.00		510-166100 Construction In Progress	825
304	A & K EARTH MOVERS, INC.	Pay App # 9	Shadow Ln - Street Construction	08/26/2025	209,574.06		100-475-745 RTC Reimbursable	825
304	A & K EARTH MOVERS, INC.	Pay App # 9	Shadow Ln - Sewer Construction	08/26/2025	24,238.25		520-166100 Construction In Progress	825
Total 304:					270,936.31			
AIT ADVANCED INTERPRETING & TRANSLATION								
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202508A-FMC-	Spanish 24 TR 00666 3K, and 25 CR 00098 3K	08/11/2025	160.00	09/05/2025	100-425-330 Prof Serv-Interpreter	825
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202508B-FMC-	Spanish 25 TR 00472 3K	08/18/2025	160.00	09/05/2025	100-425-330 Prof Serv-Interpreter	825
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202508C-FMC-	Spanish 25 CR 00105 3K	08/25/2025	160.00	09/05/2025	100-425-330 Prof Serv-Interpreter	825
Total 8498:					480.00			
AQUA BACKFLOW, INC								
8934	AQUA BACKFLOW, INC	2025-0266	Cross Control Prevention Program Management	09/03/2025	437.00	09/05/2025	510-810-320 Prof Serv-Engineering	925
Total 8934:					437.00			
ARAMARK (VESTIS)								
1895	ARAMARK (VESTIS)	5980317612	UNIFORMS	08/26/2025	84.49	09/05/2025	100-480-420 Outside Services	825
1895	ARAMARK (VESTIS)	5980317614	mat service	08/26/2025	32.85	09/05/2025	510-810-420 Outside Services	825
1895	ARAMARK (VESTIS)	5980319269	PS janitorial supplies	09/02/2025	154.11	09/05/2025	510-840-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980319276	SHIRT CONTRACT	09/02/2025	84.49	09/05/2025	100-480-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980319277	SHOP MAT SERVICE	09/02/2025	97.56	09/05/2025	100-475-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980319278	Mats/Clothing	09/02/2025	83.77	09/05/2025	100-475-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980319279	mat service	09/02/2025	32.85	09/05/2025	510-810-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980319281	Floor Mats	09/02/2025	199.26	09/05/2025	100-417-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980320903	SHIRT CONTRACT	09/09/2025	84.49		100-480-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980320904	Clothing/Floor mats	09/09/2025	83.77		100-475-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980320905	floor mat service	09/09/2025	32.85		510-810-420 Outside Services	925
Total 1895:					970.49			
ARC GENERATOR SERVICE, LLC								
8984	ARC GENERATOR SERVICE, LLC	2586	well 14 automatic transfer switch work	09/09/2025	2,261.00		510-810-430 Outside Serv-Repair & Maint	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8984:					2,261.00			
BATTERIES PLUS								
16	BATTERIES PLUS	P84906900	PS Shop Supplies	08/20/2025	131.80	09/05/2025	510-840-614 Shop Supplies	825
Total 16:					131.80			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	22690/5	PS shop supplies	08/26/2025	27.97	09/05/2025	510-840-614 Shop Supplies	825
20	BIG R OF FERNLEY	22698/5	METER TECH SUPPLIES	08/27/2025	84.96		510-810-614 Shop Supplies	825
20	BIG R OF FERNLEY	22725/5	Union Valve	09/02/2025	101.96	09/05/2025	100-575-600 General Supplies	925
20	BIG R OF FERNLEY	22726/55	Irrigation Supplies	09/02/2025	86.94	09/05/2025	100-575-600 General Supplies	925
20	BIG R OF FERNLEY	22732/5	Conduit/PVC	09/03/2025	52.95	09/05/2025	100-475-600 General Supplies	925
20	BIG R OF FERNLEY	22737/5	Fasteners, clamps	09/04/2025	57.10	09/05/2025	100-417-600 General Supplies	925
20	BIG R OF FERNLEY	22741/5	Fuel Mix	09/04/2025	65.98	09/05/2025	100-575-600 General Supplies	925
20	BIG R OF FERNLEY	22758/5	Irrigation Supplies	09/08/2025	98.07		100-575-600 General Supplies	925
20	BIG R OF FERNLEY	22764/5	Fuel Mix	09/09/2025	24.99		100-575-600 General Supplies	925
20	BIG R OF FERNLEY	22767/5	Irrigation Supplies	09/09/2025	89.03		100-575-600 General Supplies	925
20	BIG R OF FERNLEY	22773/5	hose clamps	09/10/2025	5.16		520-810-614 Shop Supplies	925
20	BIG R OF FERNLEY	22778/5	Shovel/Clips	09/11/2025	40.14		100-575-600 General Supplies	925
20	BIG R OF FERNLEY	22779/5	Water	09/11/2025	8.58		100-575-600 General Supplies	925
Total 20:					743.83			
BLUE BEACON INC								
200	BLUE BEACON INC	4939025	vactor wash	08/31/2025	221.90		520-810-610 Automotive Supplies	825
Total 200:					221.90			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	52325-1	Mailing envelopes	09/02/2025	252.50	09/05/2025	100-417-601 Office Supplies	925
6970	BOB'S PRINTING AND SIGNAGE	80425-1	Setting Notices	08/12/2025	621.20	09/05/2025	100-425-550 Printing and Postage	825
6970	BOB'S PRINTING AND SIGNAGE	81325-3	Business cards for Brent Santos	09/02/2025	65.00	09/05/2025	100-605-550 Printing and Postage	925
6970	BOB'S PRINTING AND SIGNAGE	81925-2	MCS SWAG 09.13.25	09/09/2025	946.95		100-412-650 Community Support	925
Total 6970:					1,885.65			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	10555200	Filter/Tissue	08/29/2025	95.94	09/05/2025	100-417-612 Building Maint Supplies	825
Total 8837:					95.94			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
CARE FLIGHT								
7204	CARE FLIGHT	MEM-158	HEALTH INSURANCE/CARE FLIGHT- T. J. RODRIGUEZ	08/29/2025	45.00	09/05/2025	100-610-240 Group Insurance	825
7204	CARE FLIGHT	MEM-164	HEALTH INSURANCE/CARE FLIGHT S. HOMME	09/10/2025	45.00		510-810-240 Group Insurance	925
Total 7204:					90.00			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	AF75Q3K	PS Chief Operator Laptop-Remote Access	09/03/2025	1,193.00	09/05/2025	510-840-605 Minor Equipment	925
Total 27:					1,193.00			
CERRIS SYSTEMS RENO, INC.								
9033	CERRIS SYSTEMS RENO, INC.	7286	PS HVAC repairs, multiple buildings	09/03/2025	4,855.95	09/05/2025	510-840-424 Outside Serv-HVAC	925
9033	CERRIS SYSTEMS RENO, INC.	7297	PS HSPS HVAC repairs	09/08/2025	1,726.35		510-840-424 Outside Serv-HVAC	925
Total 9033:					6,582.30			
CFA, A BOWMAN COMPANY								
499	CFA, A BOWMAN COMPANY	502587	Hwy 50 Looping Water Main	07/01/2025	458.00		510-166100 Construction In Progress	725
Total 499:					458.00			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	156824401082125	24401 8/28-9/27/25 355 Cottonwood	08/21/2025	129.98	09/05/2025	100-417-530 Communications	825
Total 4479:					129.98			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	8/2025	FINANCE-CREDIT CARD PROCESSING FEES 6291057	08/31/2025	2,077.22	08/31/2025	100-415-609 Credit Card Fees	825
8637	CHASE PAYMENTECH MERCHANT SERVICES	8/2025	WATER-CREDIT CARD PROCESSING FEES 6181757	08/31/2025	4,005.97	08/31/2025	510-810-609 Credit Card Fees	825
8637	CHASE PAYMENTECH MERCHANT SERVICES	8/2025	FINANCE-CREDIT CARD PROCESSING FEES 6291058	08/31/2025	130.82	08/31/2025	100-415-609 Credit Card Fees	825
8637	CHASE PAYMENTECH MERCHANT SERVICES	8/2025	SEWER-CREDIT CARD PROCESSING FEES 6181757	08/31/2025	4,005.97	08/31/2025	520-810-609 Credit Card Fees	825
Total 8637:					10,219.98			
CITY OF FERNLEY - PETTY CASH								
31	CITY OF FERNLEY - PETTY CASH	AUG 25	PETTY CASH; ANIMAL CONTROL CHIP EVENT 8/30/25	08/28/2025	100.00	08/28/2025	100-415-615 Cash Over/Short	825
Total 31:					100.00			
CIVIC PLUS								
3028	CIVIC PLUS	349082	Municode On-line	11/01/2025	3,839.85		100-416-420 Outside Services	1125
3028	CIVIC PLUS	349099	Civic Rec Management annual maintenance	11/30/2025	2,480.63		100-417-420 Outside Services	1125
3028	CIVIC PLUS	349099	Civic Rec Management annual maintenance	11/30/2025	2,480.62		100-575-420 Outside Services	1125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 3028:					8,801.10			
CSG FORTE PAYMENTS, INC								
8996	CSG FORTE PAYMENTS, INC	0014179862	FORTE CC MONTHLY STMT AND PROCESS FEES	08/31/2025	11.90	09/10/2025	100-417-420 Outside Services	825
8996	CSG FORTE PAYMENTS, INC	0014179862	FORTE CC MONTHLY STMT AND PROCESS FEES	08/31/2025	11.90	09/10/2025	100-575-420 Outside Services	825
8996	CSG FORTE PAYMENTS, INC	0014180015	FORTE CC MONTHLY STMT AND PROCESS FEES	08/31/2025	7.97	09/10/2025	100-417-420 Outside Services	825
8996	CSG FORTE PAYMENTS, INC	0014180015	FORTE CC MONTHLY STMT AND PROCESS FEES	08/31/2025	7.97	09/10/2025	100-575-420 Outside Services	825
Total 8996:					39.74			
CULLIGAN WATER								
6417	CULLIGAN WATER	1286867	PS Chemical system softener service plan	09/05/2025	530.00		510-840-430 Outside Serv-Repair & Maint	925
Total 6417:					530.00			
DOWL, LLC								
8931	DOWL, LLC	17268	BLA25002 - Map Review	10/04/2024	2,200.00		100-228311 Engineering Reimb. (Maps)	925
8931	DOWL, LLC	7363.30583.01-4	Engineering support for Planning (C. Reno)	09/05/2025	2,432.75		100-610-320 Prof Serv-Engineering	925
Total 8931:					4,632.75			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	107966	REIMB FOR 25-26 YEARLY WORK BOOTS J. LASSEN	08/28/2025	250.00	09/05/2025	520-810-616 Safety Supplies	825
8639	EMPLOYEES, CITY OF FERNLEY	NBI61665	REIMB FOR WEBINAR ADVANCED LAND USE & ZONING	09/04/2025	389.00	09/05/2025	100-610-580 Training	925
Total 8639:					639.00			
FERNLEY SOFTBALL LITTLE LEAGUE								
8957	FERNLEY SOFTBALL LITTLE LEAGUE	FinalFY25-26R1	FinalFY25-26R1 Fernley Softball	08/25/2025	22,250.00	09/05/2025	225-575-650 Community Support	825
Total 8957:					22,250.00			
FLORES, ROBERT C.								
9012	FLORES, ROBERT C.	81325	PLANNING COMMISSION STIPEND	08/13/2025	80.00	09/05/2025	100-610-322 Prof Serv-Other	825
Total 9012:					80.00			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-4345998	GASOLINE-WD	08/15/2025	1,707.92		510-810-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4345998	GASOLINE-COURT	08/15/2025	58.37		100-425-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4345998	GASOLINE-CITY MGR OFFICE	08/15/2025	47.46		100-413-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4345998	GASOLINE-PARKS	08/15/2025	545.49		100-575-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4345998	GASOLINE-WW	08/15/2025	1,331.36		520-810-626 Gasoline	825

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
18	FLYERS ENERGY, LLC	CFS-4345998	GASOLINE-BUILDING	08/15/2025	190.74		100-605-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4345998	GASOLINE-FLEET	08/15/2025	64.73		100-480-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4345998	GASOLINE-WTP	08/15/2025	107.77		510-840-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4345998	GASOLINE-ANIMAL CONTROL	08/15/2025	325.45		100-525-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4345998	GASOLINE-ENG	08/15/2025	45.70		100-529-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4345998	GASOLINE-VECTOR	08/15/2025	83.31		100-528-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4345998	GASOLINE-STREETS	08/15/2025	1,585.37		100-475-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4345998	GASOLINE-FACILITIES	08/15/2025	545.49		100-417-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4359484	GASOLINE-WD	08/31/2025	994.12		510-810-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4359484	GASOLINE-FLEET	08/31/2025	43.04		100-480-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4359484	GASOLINE-PARKS	08/31/2025	427.41		100-575-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4359484	GASOLINE-WW	08/31/2025	1,285.88		520-810-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4359484	GASOLINE-BUILDING	08/31/2025	222.49		100-605-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4359484	GASOLINE-WTP	08/31/2025	108.16		510-840-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4359484	GASOLINE-ANIMAL CONTROL	08/31/2025	294.30		100-525-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4359484	GASOLINE-VECTOR	08/31/2025	79.93		100-528-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4359484	GASOLINE-STREETS	08/31/2025	1,259.00		100-475-626 Gasoline	825
18	FLYERS ENERGY, LLC	CFS-4359484	GASOLINE-FACILITIES	08/31/2025	427.40		100-417-626 Gasoline	825
Total 18:					11,780.89			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0605	Lobbyist Contract SEPT 25	09/01/2025	5,800.00	09/05/2025	100-413-322 Prof Serv-Other	925
Total 8869:					5,800.00			
GARVIN, TESSA								
9010	GARVIN, TESSA	81325	PLANNING COMMISSION STIPEND	08/13/2025	80.00	09/05/2025	100-610-322 Prof Serv-Other	825
Total 9010:					80.00			
GOPHER CONSTRUCTION INC								
202	GOPHER CONSTRUCTION INC	36393	Sand for Sand Bags	08/28/2025	147.62	09/05/2025	100-475-600 General Supplies	825
Total 202:					147.62			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	69991	TOOLS FOR SHOP	09/03/2025	215.86	09/05/2025	100-480-600 General Supplies	925
Total 8987:					215.86			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111933	Misc. Service Labor	08/27/2025	145.00	09/05/2025	100-605-420 Outside Services	825
70	HANNEMAN SERVICE	111935	Misc. Service Labor	09/03/2025	145.00		100-605-420 Outside Services	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
70	HANNEMAN SERVICE	14453	2002 Blue Dodge Ram NV 647ZDU 1588 Maria	08/27/2025	55.00	09/05/2025	100-605-420 Outside Services	825
70	HANNEMAN SERVICE	14466	Red Ford Ranger CA 16811Y1 2838 South Fork Rd.	09/03/2025	55.00		100-605-420 Outside Services	925
Total 70:					400.00			
HANSFORD ECONOMIC CONSULTING LLC								
6228	HANSFORD ECONOMIC CONSULTING LLC	856	Utility Rate Study	09/03/2025	2,865.00	09/05/2025	520-810-420 Outside Services	925
6228	HANSFORD ECONOMIC CONSULTING LLC	856	Utility Rate Study	09/03/2025	2,865.00	09/05/2025	510-840-420 Outside Services	925
Total 6228:					5,730.00			
HAT LTD PARTNERSHIP								
110	HAT LTD PARTNERSHIP	17268291	W/E 8/17 Temp Manpower S Hedrick	08/20/2025	821.18		100-416-420 Outside Services	825
110	HAT LTD PARTNERSHIP	17268291	W/E 8/17 Temp Manpower S Hedrick	08/20/2025	155.56		510-810-420 Outside Services	825
110	HAT LTD PARTNERSHIP	17268291	W/E 8/17 Temp Manpower S Hedrick	08/20/2025	81.48		520-810-420 Outside Services	825
110	HAT LTD PARTNERSHIP	17268539	Temp manpower Clerks	08/27/2025	767.85	09/05/2025	100-416-420 Outside Services	825
110	HAT LTD PARTNERSHIP	17268539	Temp Manpower S Hedrick	08/27/2025	76.19	09/05/2025	520-810-420 Outside Services	825
110	HAT LTD PARTNERSHIP	17268539	Temp Manpower S Hedrick	08/27/2025	145.46	09/05/2025	510-810-420 Outside Services	825
110	HAT LTD PARTNERSHIP	17268771	Temp Manpower S Hedrick	09/03/2025	81.48		520-810-420 Outside Services	925
110	HAT LTD PARTNERSHIP	17268771	Temp Manpower	09/03/2025	821.18		100-416-420 Outside Services	925
110	HAT LTD PARTNERSHIP	17268771	Temp Manpower S Hedrick	09/03/2025	155.56		510-810-420 Outside Services	925
Total 110:					3,105.94			
HOLT, JULIANNE								
9026	HOLT, JULIANNE	81325	PLANNING COMMISSION STIPEND	08/13/2025	80.00	09/05/2025	100-610-322 Prof Serv-Other	825
Total 9026:					80.00			
IBEW Local 1245								
83	IBEW Local 1245	SEPT 2025-1	UNION DUES, ONE HALF OF MONTH	09/05/2025	1,402.75	09/05/2025	100-219900 OTHER PAYROLL PAYABLES	925
Total 83:					1,402.75			
INTERCEPT INC								
9054	INTERCEPT INC	9748	Steven Williams	08/04/2025	310.00	09/05/2025	100-425-341 Pretrial Services Program	825
Total 9054:					310.00			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	SEPT 2025-1	FICA TAX PAYABLE, PAYROLL	09/05/2025	565.42	09/05/2025	100-211000 FICA PAYABLE	925
7879	INTERNAL REVENUE SERVICE	SEPT 2025-1	MED TAX PAYABLE, PAYROLL	09/05/2025	8,017.94	09/05/2025	100-211000 FICA PAYABLE	925
7879	INTERNAL REVENUE SERVICE	SEPT 2025-1	W/HOLD TAX PAYABLE, PAYROLL	09/05/2025	30,451.27	09/05/2025	100-212000 FEDERAL WITHHOLDING PAYAB	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 7879:					39,034.63			
JUST IN TIME HEATING & AIR CONDITIONING								
9078	JUST IN TIME HEATING & AIR CONDITIONING	31985389	Mini split heating and A/C unit install at N.E. Booster	08/26/2025	6,000.00	09/05/2025	510-810-430 Outside Serv-Repair & Maint	825
Total 9078:					6,000.00			
KOCH ELEVATOR CO.								
8751	KOCH ELEVATOR CO.	420369	Monthly elevator maintenance	09/04/2025	216.80		100-417-430 Outside Serv-Repair & Maint	925
Total 8751:					216.80			
LEE, WALTER M.								
9039	LEE, WALTER M.	App #3	Progress Payment - Camille Lift Station	09/03/2025	66,681.06		520-166100 Construction In Progress	925
Total 9039:					66,681.06			
LEWIS, ANGELA								
9020	LEWIS, ANGELA	81325	PLANNING COMMISSION STIPEND	08/13/2025	80.00	09/05/2025	100-610-322 Prof Serv-Other	825
Total 9020:					80.00			
LICKETY SPLIT EXPRESS WASH, LLC								
9051	LICKETY SPLIT EXPRESS WASH, LLC	#1 PW AUG 25	1 truck wash	08/31/2025	11.00		100-417-420 Outside Services	825
9051	LICKETY SPLIT EXPRESS WASH, LLC	#10 BLD AUG 25	1 car wash	08/31/2025	11.00		100-605-420 Outside Services	825
9051	LICKETY SPLIT EXPRESS WASH, LLC	#15 CITY HALL 6001 AUG	1 car wash	09/01/2025	11.00		100-417-420 Outside Services	925
9051	LICKETY SPLIT EXPRESS WASH, LLC	#3 STREETS AUG 25	1 truck wash	08/31/2025	11.00		100-475-420 Outside Services	825
9051	LICKETY SPLIT EXPRESS WASH, LLC	#4 WD AUG 25	2 truck washes	08/31/2025	30.00		510-810-420 Outside Services	825
Total 9051:					74.00			
LOGICALLY								
1293	LOGICALLY	1176046	Renewal & Messaging gateway subscription licenses	08/25/2025	2,803.85	09/05/2025	100-418-342 Tech Services-Other	825
Total 1293:					2,803.85			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	73795	shop supplies	09/08/2025	30.57		520-810-600 General Supplies	925
7650	LOWES CREDIT SERVICES	75761	Voltage tester/Camera	08/25/2025	125.36	09/05/2025	100-417-605 Minor Equipment	825
7650	LOWES CREDIT SERVICES	78673	KEY	09/10/2025	8.53		100-480-610 Automotive Supplies	925
7650	LOWES CREDIT SERVICES	78970	Maintenance Supplies	08/27/2025	69.57	09/05/2025	520-810-614 Shop Supplies	825
7650	LOWES CREDIT SERVICES	79059	Gate remote	08/27/2025	62.66	09/05/2025	100-475-600 General Supplies	825
7650	LOWES CREDIT SERVICES	79492	caution tape for service truck	08/27/2025	11.38		510-810-614 Shop Supplies	825

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7650	LOWES CREDIT SERVICES	79512	Kordell wiring repair supplies	09/11/2025	140.16		520-810-600 General Supplies	925
7650	LOWES CREDIT SERVICES	79529	KEYS	09/11/2025	17.06		100-480-610 Automotive Supplies	925
7650	LOWES CREDIT SERVICES	80112	parts for mini split units	08/13/2025	52.23	09/05/2025	510-810-614 Shop Supplies	825
7650	LOWES CREDIT SERVICES	81253	TOOL BOX FOR 6008 ENGINEERING	08/28/2025	417.24	09/05/2025	100-480-610 Automotive Supplies	825
7650	LOWES CREDIT SERVICES	81397	Toilet for Cottonwood/hardware	08/28/2025	213.61		100-475-612 Building Maint Supplies	825
7650	LOWES CREDIT SERVICES	81742	Maintenance supplies	08/28/2025	122.70	09/05/2025	520-810-614 Shop Supplies	825
7650	LOWES CREDIT SERVICES	82621	roof top turbine, roof top sealant, and tools.	08/29/2025	363.30		510-810-614 Shop Supplies	825
7650	LOWES CREDIT SERVICES	83587	Tools/Hardware for new truck	08/29/2025	378.96		100-475-600 General Supplies	825
7650	LOWES CREDIT SERVICES	92510	PS Kobalt 4-Tier x2, key cabinet	09/02/2025	652.82	09/05/2025	510-840-614 Shop Supplies	925
7650	LOWES CREDIT SERVICES	93884	General supplies	09/03/2025	131.43	09/05/2025	520-810-600 General Supplies	925
7650	LOWES CREDIT SERVICES	94498	parts for mini split units	08/20/2025	19.85	09/05/2025	510-810-614 Shop Supplies	825
7650	LOWES CREDIT SERVICES	975516	Conduit	08/25/2025	53.05		100-575-600 General Supplies	825
7650	LOWES CREDIT SERVICES	975720	Brush cutting blades	08/25/2025	33.21		100-575-600 General Supplies	825
7650	LOWES CREDIT SERVICES	978697	LED light bulbs	08/12/2025	104.48		520-810-600 General Supplies	825
7650	LOWES CREDIT SERVICES	978774	WWTP office lighting bulbs return	08/12/2025	104.48-		520-810-600 General Supplies	825
7650	LOWES CREDIT SERVICES	980528	Level, Glides, Sand paper, JB weld, Misc. Supplies	08/28/2025	154.57		100-417-600 General Supplies	825
7650	LOWES CREDIT SERVICES	990601-PKUUJG	hydrant curb paint and painting supplies	08/18/2025	297.56		510-810-614 Shop Supplies	825
7650	LOWES CREDIT SERVICES	992710	Lysol Wipes	08/19/2025	28.46		100-417-612 Building Maint Supplies	825
7650	LOWES CREDIT SERVICES	994811	Paint Supplies	08/05/2025	253.59		100-417-600 General Supplies	825
7650	LOWES CREDIT SERVICES	996118-PJGKXA	Main St irrigation supplies	08/06/2025	134.39		100-575-600 General Supplies	825
Total 7650:					3,772.26			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	127426	Construction Management	06/30/2025	8,500.00	09/05/2025	100-417-730 Improve Other than Buildings	1325
370	LUMOS & ASSOCIATES INC	129024	Shadow Ln Construction Management - Lumos	08/25/2025	26,544.00	09/05/2025	100-475-745 RTC Reimbursable	825
370	LUMOS & ASSOCIATES INC	129034	Pond 4A and 4B Relining	08/26/2025	3,320.25	09/05/2025	520-166100 Construction In Progress	825
Total 370:					38,364.25			
LYON COUNTY								
1126	LYON COUNTY	OCT 2025	PUBLIC DEFENDER - OCT 2025	01/01/2025	10,000.00		100-413-322 Prof Serv-Other	1325
1126	LYON COUNTY	SEPT 2025	PUBLIC DEFENDER - SEPT 2025	09/01/2025	10,000.00	08/28/2025	100-413-322 Prof Serv-Other	925
Total 1126:					20,000.00			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	TLT Aug 25	Transient Lodging Tax	08/31/2025	3,972.05	09/05/2025	225-227010 TLT Payable to County	825
Total 106:					3,972.05			
LYON COUNTY RECORDER								
108	LYON COUNTY RECORDER	90925	RECORDING REGHETTI TO BRIAN & JEANNE BISHOP-PA	09/09/2025	43.00		510-810-322 Prof Serv-Other	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 108:					43.00			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	I26844	Portable Restroom Maintenance	09/01/2025	128.33	09/05/2025	100-575-430 Outside Serv-Repair & Maint	925
8509	MARSHALL'S SEPTIC CARE	I26846	Portable Restroom Maintenance	09/01/2025	128.33	09/05/2025	100-575-430 Outside Serv-Repair & Maint	925
8509	MARSHALL'S SEPTIC CARE	I26847	Portable Restroom Maintenance	09/01/2025	551.65	09/05/2025	100-575-430 Outside Serv-Repair & Maint	925
8509	MARSHALL'S SEPTIC CARE	I26848	Portable Restroom Maintenance	09/01/2025	220.66	09/05/2025	100-575-430 Outside Serv-Repair & Maint	925
8509	MARSHALL'S SEPTIC CARE	I26849	Portable Restroom Maintenance	09/01/2025	220.66	09/05/2025	100-575-430 Outside Serv-Repair & Maint	925
8509	MARSHALL'S SEPTIC CARE	I26850	Portable Restroom Maintenance	09/01/2025	118.33	09/05/2025	100-575-430 Outside Serv-Repair & Maint	925
8509	MARSHALL'S SEPTIC CARE	I26851	Portable Restroom Maintenance	09/01/2025	118.33	09/05/2025	100-417-430 Outside Serv-Repair & Maint	925
Total 8509:					1,486.29			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	OCT 2025	MUNICIPAL COURT JUDGE	10/31/2025	7,916.67		100-425-322 Prof Serv-Other	1025
8042	MATHEUS, SENIOR JUDGE LORI	SEPT 2025	MUNICIPAL COURT JUDGE	09/30/2025	7,916.67		100-425-322 Prof Serv-Other	925
Total 8042:					15,833.34			
MCCULLAR, JENNI LEI								
9019	MCCULLAR, JENNI LEI	81325	PLANNING COMMISSION STIPEND	08/13/2025	80.00	09/05/2025	100-610-322 Prof Serv-Other	825
Total 9019:					80.00			
MCDONALD CARANO								
322	MCDONALD CARANO	12509882	outside legal planning	07/31/2025	19,779.20	09/05/2025	100-414-310 Prof Serv-Legal	725
Total 322:					19,779.20			
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	184190	CO9164300	08/01/2025	65.79	09/05/2025	100-525-322 Prof Serv-Other	825
Total 6660:					65.79			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	51801630	FIRST AID KIT AND FIRE EXTINGUISHER'S	08/28/2025	628.10	09/05/2025	100-475-616 Safety Supplies	825
115	MSC INDUSTRIAL SUPPLY CO	53436170	hydrant paint	09/04/2025	524.64		510-810-614 Shop Supplies	925
115	MSC INDUSTRIAL SUPPLY CO	55185700	airline fittings	09/10/2025	94.80		520-810-614 Shop Supplies	925
Total 115:					1,247.54			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	435459	PARKS NEW GUY TRUCK HITCH SET UP	08/27/2025	25.08	09/05/2025	100-480-610 Automotive Supplies	825

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
58	NAPA AUTO & TRUCK PARTS	435503	STREETS TOOL BOX STRUTS FOR GASPAR	08/28/2025	111.89	09/05/2025	100-480-610 Automotive Supplies	825
58	NAPA AUTO & TRUCK PARTS	435529	Maintenance Filters	08/28/2025	17.44	09/05/2025	520-810-614 Shop Supplies	825
58	NAPA AUTO & TRUCK PARTS	435848	Spare fuses	09/03/2025	2.59	09/05/2025	520-810-600 General Supplies	925
58	NAPA AUTO & TRUCK PARTS	436157	Maintenance filters	09/09/2025	52.32		520-810-614 Shop Supplies	925
Total 58:					209.32			
NCE								
7617	NCE	675232510	QA Inspections Permits - NCE	08/18/2025	6,028.07	09/05/2025	100-228309 Project Plan Review - Mark IV	825
7617	NCE	675232510	QA Inspections Permits - NCE	08/18/2025	26,140.68	09/05/2025	100-529-320 Prof Serv-Engineering	825
Total 7617:					32,168.75			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Aug 25	Transient Lodging Tax	08/31/2025	2,383.23	09/05/2025	225-227015 TLT Payable to State	825
Total 6378:					2,383.23			
NORTHERN NEVADA INTERNATIONAL CENTER								
8844	NORTHERN NEVADA INTERNATIONAL CENTER	8085	25 CR 00005 3K	08/13/2025	300.00	09/05/2025	100-425-341 Pretrial Services Program	825
Total 8844:					300.00			
NV ENERGY								
167	NV ENERGY	13818 AUG 25	34596405113818 ACH	08/27/2025	37.98	09/15/2025	100-475-622 Electricity	825
167	NV ENERGY	13924 AUG 25	48768108113924 ACH	08/27/2025	37.54	09/15/2025	100-475-622 Electricity	825
167	NV ENERGY	26445 AUG 25	34596505226445 ACH	08/26/2025	7,512.72	09/12/2025	510-840-622 Electricity	825
167	NV ENERGY	28458 AUG 25	34596505228458 ACH	08/26/2025	16,657.45	09/12/2025	510-840-622 Electricity	825
167	NV ENERGY	30672 AUG 25	213677908230672 ACH	08/27/2025	43.16	09/15/2025	100-575-622 Electricity	825
167	NV ENERGY	71493 AUG 25	271223607571493 ACH	08/27/2025	42.62	09/15/2025	100-475-622 Electricity	825
167	NV ENERGY	97731 AUG 25	213677908197731 ACH	08/27/2025	45.89	09/15/2025	100-575-622 Electricity	825
Total 167:					24,377.36			
OFFICE DEPOT								
133	OFFICE DEPOT	435529539001	Toner	08/11/2025	535.03	09/05/2025	100-425-600 General Supplies	825
133	OFFICE DEPOT	436327154001	Keyboard and mouse	08/20/2025	75.59	09/05/2025	100-605-601 Office Supplies	825
133	OFFICE DEPOT	436346350001	Office Supplies-staple removers	08/20/2025	64.23	09/05/2025	100-416-600 General Supplies	825
133	OFFICE DEPOT	436347302001	Office Supplies- Pliers	08/21/2025	42.79	09/05/2025	100-416-600 General Supplies	825
133	OFFICE DEPOT	437163452001	Desk Lamp	08/21/2025	41.03	09/05/2025	100-425-600 General Supplies	825
133	OFFICE DEPOT	437196609001	Laptop Sleeve	08/21/2025	34.89	09/05/2025	100-425-600 General Supplies	825
133	OFFICE DEPOT	437441178001	paper office supplies	08/21/2025	60.76	09/05/2025	100-414-600 General Supplies	825
133	OFFICE DEPOT	437441409001	ink refill	08/21/2025	16.09	09/05/2025	100-414-600 General Supplies	825
133	OFFICE DEPOT	437692678001	Supplies- BATTERIES, FRAMES	09/02/2025	83.24		100-416-600 General Supplies	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	438357060001	Toners	08/28/2025	857.89	09/05/2025	100-425-600 General Supplies	825
Total 133:					1,811.54			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-371522	PARKS NEW GUY TRUCK HITCH INSTALL	08/27/2025	282.47	09/05/2025	100-480-610 Automotive Supplies	825
6230	O'REILLY AUTO PARTS	3599-371565	TIRE SENSOR DILLONS TRUCK	08/27/2025	42.42	09/05/2025	100-480-610 Automotive Supplies	825
6230	O'REILLY AUTO PARTS	3599-371856	TPMS	08/29/2025	42.42	09/05/2025	100-480-610 Automotive Supplies	825
6230	O'REILLY AUTO PARTS	3599-373861	SWICTH	09/10/2025	65.64		100-480-610 Automotive Supplies	925
6230	O'REILLY AUTO PARTS	3599-373981	BRAKE PADS FOR1010	09/11/2025	89.20		100-480-610 Automotive Supplies	925
Total 6230:					522.15			
PACIFIC OFFICE AUTOMATION								
8929	PACIFIC OFFICE AUTOMATION	7R03056-9	CMO	09/01/2025	347.94		100-413-550 Printing and Postage	925
8929	PACIFIC OFFICE AUTOMATION	7R03056-9	Main	09/01/2025	695.88		100-417-550 Printing and Postage	925
8929	PACIFIC OFFICE AUTOMATION	7R03056-9	Utilities	09/01/2025	347.94		510-810-550 Printing and Postage	925
8929	PACIFIC OFFICE AUTOMATION	7R03056-9	CAO	09/01/2025	695.88		100-414-550 Printing and Postage	925
8929	PACIFIC OFFICE AUTOMATION	7R03056-9	Clerk	09/01/2025	695.88		100-416-550 Printing and Postage	925
8929	PACIFIC OFFICE AUTOMATION	7R03056-9	HR	09/01/2025	347.94		100-419-550 Printing and Postage	925
8929	PACIFIC OFFICE AUTOMATION	7R03056-9	Utilities	09/01/2025	347.94		520-810-550 Printing and Postage	925
8929	PACIFIC OFFICE AUTOMATION	7R03056-9	FMC	09/01/2025	695.88		100-425-550 Printing and Postage	925
Total 8929:					4,175.28			
PACIFIC STATES COMMUNICATIONS								
1325	PACIFIC STATES COMMUNICATIONS	509149	ATT repair ticket , request level 3 escalation	08/27/2025	135.00	09/05/2025	100-418-342 Tech Services-Other	825
Total 1325:					135.00			
PETROSOLUTIONS, LLC								
8504	PETROSOLUTIONS, LLC	115959	USED OIL RECYCLE	09/05/2025	100.00		100-480-610 Automotive Supplies	925
Total 8504:					100.00			
PORTER'S PLUMBING LLC								
8900	PORTER'S PLUMBING LLC	5341	Sink drain	08/27/2025	220.00	09/05/2025	100-417-430 Outside Serv-Repair & Maint	825
Total 8900:					220.00			
PRIMO BRANDS								
4688	PRIMO BRANDS	518730273253	water service	09/09/2025	272.30		510-810-420 Outside Services	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 4688:					272.30			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	7285893	Bids for 25-27 Biennial Analytical Support Contract	08/31/2025	209.13		510-840-540 Advertising	825
152	RENO GAZETTE JOURNAL	7285893	Bids for 25-27 Biennial Generator Maint. Cont.	08/31/2025	131.17		510-840-540 Advertising	825
152	RENO GAZETTE JOURNAL	7285893	Bill #361	08/31/2025	78.84		100-416-540 Advertising	825
152	RENO GAZETTE JOURNAL	7285893	Bids for 25-27 Biennial Analytical Support Contract	08/31/2025	418.26		520-810-540 Advertising	825
152	RENO GAZETTE JOURNAL	7285893	Bids for 25-27 Biennial Generator Maint. Cont.	08/31/2025	262.35		520-810-540 Advertising	825
152	RENO GAZETTE JOURNAL	7285893	COF 4th Qtr 2025 Receipts, Expenditures & Expenses	08/31/2025	97.08		100-416-540 Advertising	825
152	RENO GAZETTE JOURNAL	7285893	Bids for 25-27 Biennial Generator Maint. Cont.	08/31/2025	174.91		100-475-540 Advertising	825
152	RENO GAZETTE JOURNAL	7285893	Bids for 25-27 Biennial Traffic Signal Maint.	08/31/2025	885.42		100-475-540 Advertising	825
152	RENO GAZETTE JOURNAL	7285893	Bill #361 adopted	08/31/2025	78.84		100-416-540 Advertising	825
152	RENO GAZETTE JOURNAL	7285893	Bids for 25-27 Biennial Analytical Support Contract	08/31/2025	209.13		510-810-540 Advertising	825
152	RENO GAZETTE JOURNAL	7285893	Bids for 25-27 Biennial Generator Maint. Cont.	08/31/2025	131.17		510-810-540 Advertising	825
152	RENO GAZETTE JOURNAL	7285893	WTP Infiltration Basin Cleaning	08/31/2025	885.42		510-840-540 Advertising	825
152	RENO GAZETTE JOURNAL	7285940	Legal ads - August	08/31/2025	478.80		100-610-540 Advertising	825
Total 152:					4,040.52			
RENOWN HEALTH								
190	RENOWN HEALTH	4340677	MRN 3120110	08/11/2025	55.00	09/05/2025	100-419-322 Prof Serv-Other	825
190	RENOWN HEALTH	4340677	MRN 0707607	08/11/2025	1.04	09/05/2025	100-417-322 Prof Serv-Other	825
190	RENOWN HEALTH	4340677	MRN 0707607	08/11/2025	3.88	09/05/2025	510-840-322 Prof Serv-Other	825
190	RENOWN HEALTH	4340677	MRN 4238433	08/11/2025	10.00	09/05/2025	510-840-322 Prof Serv-Other	825
190	RENOWN HEALTH	4340677	MRN 4223409	08/11/2025	20.00	09/05/2025	520-810-322 Prof Serv-Other	825
190	RENOWN HEALTH	4340677	MRN 0707607	08/11/2025	1.60	09/05/2025	100-575-322 Prof Serv-Other	825
190	RENOWN HEALTH	4340677	MRN 4540937	08/11/2025	55.00	09/05/2025	520-810-322 Prof Serv-Other	825
190	RENOWN HEALTH	4340677	MRN 4223409	08/11/2025	20.00	09/05/2025	510-810-322 Prof Serv-Other	825
190	RENOWN HEALTH	4340677	MRN 0707607	08/11/2025	9.48	09/05/2025	100-475-322 Prof Serv-Other	825
190	RENOWN HEALTH	4340677	MRN 0707607	08/11/2025	7.64	09/05/2025	520-810-322 Prof Serv-Other	825
190	RENOWN HEALTH	4340677	MRN 4238433	08/11/2025	20.00	09/05/2025	520-810-322 Prof Serv-Other	825
190	RENOWN HEALTH	4340677	MRN 3120010	08/11/2025	25.00	09/05/2025	100-419-322 Prof Serv-Other	825
190	RENOWN HEALTH	4340677	MRN 3120110	08/11/2025	131.00	09/05/2025	100-419-322 Prof Serv-Other	825
190	RENOWN HEALTH	4340677	MRN 0707607	08/11/2025	16.36	09/05/2025	510-810-322 Prof Serv-Other	825
190	RENOWN HEALTH	4340677	MRN 4238433	08/11/2025	10.00	09/05/2025	510-810-322 Prof Serv-Other	825
Total 190:					386.00			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	187341	WTP Tank Design	07/31/2025	680.00		510-166100 Construction In Progress	725
Total 1897:					680.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
SILVER STATE ANALYTICAL LABORATORIES									
7856	SILVER STATE ANALYTICAL LABORATORIES	RN332940	monthly samples	08/19/2025	88.00	09/05/2025	510-810-423	Outside Serv-Analytical	825
7856	SILVER STATE ANALYTICAL LABORATORIES	RN332941	monthly samples	08/19/2025	176.00	09/05/2025	510-810-423	Outside Serv-Analytical	825
7856	SILVER STATE ANALYTICAL LABORATORIES	RN332984	WWTP Samples	08/21/2025	502.00	09/05/2025	520-810-423	Outside Serv-Analytical	825
7856	SILVER STATE ANALYTICAL LABORATORIES	RN333042	Customer complaint at 928 Atrium rd. hardness and tds sampl	08/22/2025	56.00	09/05/2025	510-810-423	Outside Serv-Analytical	825
7856	SILVER STATE ANALYTICAL LABORATORIES	RN333187	WWTP Samples	08/28/2025	188.00	09/05/2025	520-810-423	Outside Serv-Analytical	825
7856	SILVER STATE ANALYTICAL LABORATORIES	RN333455	August monthly samples	09/04/2025	286.00	09/05/2025	510-810-423	Outside Serv-Analytical	925
Total 7856:					1,296.00				
SIPPOLA, REENA G.									
8878	SIPPOLA, REENA G.	2596	Punjabi 25 CT 001183K	07/31/2025	196.00	09/05/2025	100-425-330	Prof Serv-Interpreter	725
Total 8878:					196.00				
SOSU TV CORP									
8909	SOSU TV CORP	WC1605	Fernley Focus Videos Sept 25	09/01/2025	1,580.00	09/05/2025	100-413-322	Prof Serv-Other	925
Total 8909:					1,580.00				
SOUTHERN TIRE MART LLC									
8964	SOUTHERN TIRE MART LLC	7590051244	TIRES FOR FLEET	08/29/2025	634.22	09/05/2025	100-480-610	Automotive Supplies	825
Total 8964:					634.22				
SOUTHWEST GAS CORP									
204	SOUTHWEST GAS CORP	33096 AUG 25	910001133096 ACH	08/26/2025	30.24	09/15/2025	510-810-621	Natural Gas	825
Total 204:					30.24				
SOUTHWEST VALVE & EQUIPMENT, LLC									
9084	SOUTHWEST VALVE & EQUIPMENT, LLC	54515B41057	PS sludge tank 1 replacement valves	08/26/2025	6,453.86	09/05/2025	510-840-614	Shop Supplies	825
Total 9084:					6,453.86				
STANTEC CONSULTING SERVICES INC									
9049	STANTEC CONSULTING SERVICES INC	2422701	Hwy 50 Looping Main	07/11/2025	24,103.05	09/05/2025	510-166100	Construction In Progress	725
9049	STANTEC CONSULTING SERVICES INC	2446088	Hwy 50 Looping main	08/29/2025	95,022.50	09/05/2025	510-166100	Construction In Progress	825
Total 9049:					119,125.55				
STATE COLLECTION & DISB. UNIT (SCaDU)									
176	STATE COLLECTION & DISB. UNIT (SCaDU)	SEPT 2025-1	CHILD SUPPORT	09/05/2025	590.76	09/05/2025	100-219900	OTHER PAYROLL PAYABLES	925
176	STATE COLLECTION & DISB. UNIT (SCaDU)	SEPT 2025-1	CHILD SUPPORT	09/05/2025	319.84	09/05/2025	100-219900	OTHER PAYROLL PAYABLES	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 176:					910.60			
SUNRISE ENVIRONMENTAL SCIENTIFIC								
230	SUNRISE ENVIRONMENTAL SCIENTIFIC	156091	SUNRISE DOA	08/28/2025	496.79	09/05/2025	100-480-600 General Supplies	825
Total 230:					496.79			
TAGGART & TAGGART LTD								
3275	TAGGART & TAGGART LTD	271	Water Right Contract FY25/26 AUG25	08/31/2025	721.60		510-810-698 Water Rights Protection	825
Total 3275:					721.60			
TECH-FLOW								
9067	TECH-FLOW	INVNV-25-2029	Donner Trai pump repair kits	08/29/2025	5,637.00	09/05/2025	520-810-614 Shop Supplies	825
Total 9067:					5,637.00			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2025400104236	Chem delivery to well 14	08/19/2025	3,966.62	09/05/2025	510-810-617 Chemical Supplies	825
8646	THATCHER COMPANY, INC.	2025400104267	Chem delivery to well 13	08/19/2025	4,460.49	09/05/2025	510-810-617 Chemical Supplies	825
8646	THATCHER COMPANY, INC.	2025400104268	chem delivery to well 11	08/19/2025	2,347.50	09/05/2025	510-810-617 Chemical Supplies	825
Total 8646:					10,774.61			
ULINE, INC								
8965	ULINE, INC	196855255	Portable Safety Barriers	08/19/2025	829.13	09/05/2025	100-475-615 Sign & Stripe Supplies	825
Total 8965:					829.13			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00818153	Chemical tubing for well houses	09/04/2025	66.11	09/05/2025	510-810-614 Shop Supplies	925
464	USA BLUEBOOK	INV00820841	tools for service truck	09/08/2025	635.95		510-810-614 Shop Supplies	925
Total 464:					702.06			
UTILITY DEPOSITS								
2202	UTILITY DEPOSITS	10222811	SEWER DEPOSIT REFUND	08/27/2025	62.45	09/05/2025	520-228200 Customer Deposits	825
2202	UTILITY DEPOSITS	10674415	SEWER DEPOSIT REFUND	09/05/2025	80.00		520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	10674415	WATER DEPOSIT REFUND	09/05/2025	54.04		510-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	1123912	WATER DEPOSIT REFUND	09/08/2025	23.77		510-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	1123912	SEWER DEPOSIT REFUND	09/08/2025	80.00		520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	11336415	SEWER DEPOSIT REFUND	09/01/2025	80.00		520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	11336415	WATER DEPOSIT REFUND	09/01/2025	71.61		510-228200 Customer Deposits	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
2202	UTILITY DEPOSITS	12198305	SEWER DEPOSIT REFUND	09/08/2025	80.00		520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	12198305	WATER DEPOSIT REFUND	09/08/2025	39.85		510-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	13325308	SEWER DEPOSIT REFUND	09/02/2025	20.49		520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	13464115	SEWER DEPOSIT REFUND	08/27/2025	42.35	09/05/2025	520-228200 Customer Deposits	825
2202	UTILITY DEPOSITS	13548816	SEWER DEPOSIT REFUND	09/03/2025	27.10		520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	13911707	SEWER DEPOSIT REFUND	09/04/2025	23.72		520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	13961502	CREDIT REFUND	09/02/2025	39.81	09/05/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	14473026	SEWER DEPOSIT REFUND	09/09/2025	22.86		520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	16425316	SEWER DEPOSIT REFUND	08/29/2025	51.87	09/05/2025	520-228200 Customer Deposits	825
2202	UTILITY DEPOSITS	16461709	CREDIT REFUND	09/01/2025	140.94	09/05/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	16631728	SEWER DEPOSIT REFUND	09/01/2025	29.86	09/05/2025	520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	16980201	SEWER DEPOSIT REFUND	08/28/2025	59.17	09/05/2025	520-228200 Customer Deposits	825
2202	UTILITY DEPOSITS	16981701	SEWER DEPOSIT REFUND	08/29/2025	51.87	09/05/2025	520-228200 Customer Deposits	825
2202	UTILITY DEPOSITS	16981801	SEWER DEPOSIT REFUND	08/28/2025	59.17	09/05/2025	520-228200 Customer Deposits	825
2202	UTILITY DEPOSITS	17921503	SEWER DEPOSIT REFUND	09/03/2025	35.14		520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	17928505	SEWER DEPOSIT REFUND	09/09/2025	80.00		520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	17928505	WATER DEPOSIT REFUND	09/09/2025	36.47		510-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	187044.17	CREDIT REFUND	09/09/2025	93.46		010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	18704417	SEWER DEPOSIT REFUND	09/03/2025	80.00		520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	18704417	WATER DEPOSIT REFUND	09/03/2025	75.00		510-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	2110301	CREDIT REFUND	09/09/2025	17.18		010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	21973501	WATER DEPOSIT REFUND	09/03/2025	21.33		510-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	21973501	SEWER DEPOSIT REFUND	09/03/2025	80.00		520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	30783817	WATER DEPOSIT REFUND	08/20/2025	1,515.16	09/05/2025	510-228200 Customer Deposits	825
2202	UTILITY DEPOSITS	5705903	CREDIT REFUND	08/29/2025	27.64	09/05/2025	010-115100 Cash Clearing-Utilities	825
2202	UTILITY DEPOSITS	6969401	SEWER DEPOSIT REFUND	09/05/2025	24.35		520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	7625420	SEWER DEPOSIT REFUND	09/02/2025	46.57	09/05/2025	520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	7630609	SEWER DEPOSIT REFUND	09/04/2025	80.00		520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	7630609	WATER DEPOSIT REFUND	09/04/2025	57.43		510-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	7647205	WATER DEPOSIT REFUND	08/19/2025	12.70	09/05/2025	510-228200 Customer Deposits	825
2202	UTILITY DEPOSITS	7647205	SEWER DEPOSIT REFUND	08/19/2025	80.00	09/05/2025	520-228200 Customer Deposits	825
Total 2202:					3,503.36			
VANDERHEIDEN, JACOB RAY								
9027	VANDERHEIDEN, JACOB RAY	81325	PLANNING COMMISSION STIPEND	08/13/2025	80.00	09/05/2025	100-610-322 Prof Serv-Other	825
Total 9027:					80.00			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	SEPT 2025-1	DEFERRED COMPENSATION, 457	09/05/2025	5,013.43	09/05/2025	100-215000 457 PAYABLE	925
8591	VOYA FINANCIAL	SEPT 2025-1	ROTH IRA	09/05/2025	200.00	09/05/2025	100-215000 457 PAYABLE	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8591:					5,213.43			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	25001 SEPT 25	6-82646-25001	09/02/2025	1,733.55	09/05/2025	100-475-412 Utility Serv-Refuse	925
447	WASTE MANAGEMENT	33001 SEPT 25	11-60772-33001	09/05/2025	147.51		100-417-412 Utility Serv-Refuse	925
447	WASTE MANAGEMENT	33005 SEPT 25	11-60745-33005	09/05/2025	26.10		510-840-412 Utility Serv-Refuse	925
447	WASTE MANAGEMENT	33009 SEPT 25	11-60774-33009	09/05/2025	120.70		510-810-412 Utility Serv-Refuse	925
447	WASTE MANAGEMENT	43003 SEPT 25	11-60760-43003	09/05/2025	60.36		520-810-412 Utility Serv-Refuse	925
447	WASTE MANAGEMENT	65007 SEPT 25	6-82641-65007	09/02/2025	393.05	09/05/2025	100-575-412 Utility Serv-Refuse	925
447	WASTE MANAGEMENT	95009 SEPT 25	8-29467-95009	09/02/2025	448.45	09/05/2025	100-575-412 Utility Serv-Refuse	925
Total 447:					2,929.72			
WEDCO								
3350	WEDCO	S100184394.001	Returned product- Stainless steel cable hangers for West Lift	08/29/2025	4,106.59-		520-810-600 General Supplies	825
3350	WEDCO	S100186335.001	Shop Supplies - SCADA Tech	08/14/2025	120.33		510-840-614 Shop Supplies	825
3350	WEDCO	S100186335.001	Shop Supplies - SCADA Tech	08/14/2025	240.67		520-810-614 Shop Supplies	825
3350	WEDCO	S100186335.001	Shop Supplies - SCADA Tech	08/14/2025	120.33		510-810-614 Shop Supplies	825
3350	WEDCO	S100186371.001	West Lift pump cable hangers - support grip	08/21/2025	678.55		520-810-600 General Supplies	825
Total 3350:					2,946.71-			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2509-135054	SHOP SUPPLIES	09/04/2025	39.65	09/05/2025	100-480-600 General Supplies	925
8571	WESTERN INDUSTRIAL PARTS, INC.	2509-135814	DRILL BITS	09/11/2025	316.80		100-480-600 General Supplies	925
Total 8571:					356.45			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11840454	sensus comand link	08/21/2025	3,531.81	09/05/2025	510-166100 Construction In Progress	825
195	WESTERN NEVADA SUPPLY CO.	11841479	PS Sed Basin Drain Valve	09/04/2025	2,899.65		510-840-614 Shop Supplies	925
195	WESTERN NEVADA SUPPLY CO.	11856313	PS sludge lift station pump	08/26/2025	8,923.67	09/05/2025	510-840-614 Shop Supplies	825
195	WESTERN NEVADA SUPPLY CO.	11891722	PS filtrate BF valve	08/28/2025	468.25	09/05/2025	510-840-614 Shop Supplies	825
195	WESTERN NEVADA SUPPLY CO.	11906180	PS parts	08/28/2025	64.28	09/05/2025	510-840-614 Shop Supplies	825
195	WESTERN NEVADA SUPPLY CO.	11907705	PS pvc parts	08/28/2025	836.24	09/05/2025	510-840-614 Shop Supplies	825
195	WESTERN NEVADA SUPPLY CO.	11908208	PS HVAC Belts	09/04/2025	860.80		510-840-614 Shop Supplies	925
195	WESTERN NEVADA SUPPLY CO.	11911834	bin stock and parts for job at WTP	08/27/2025	4,409.90	09/05/2025	510-810-613 Meter Service Supplies	825
195	WESTERN NEVADA SUPPLY CO.	11913719	bin stock	08/28/2025	136.76	09/05/2025	510-810-613 Meter Service Supplies	825
195	WESTERN NEVADA SUPPLY CO.	11920053	PS PVC parts	09/04/2025	104.64		510-840-614 Shop Supplies	925
Total 195:					22,236.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
WHITE CAP, L.P.									
8852	WHITE CAP, L.P.	50033054468	Safety supplies for Garrett Hall	08/25/2025	153.62	09/05/2025	100-605-616	Safety Supplies	825
8852	WHITE CAP, L.P.	50033101774	Vest/Hard Hat	08/27/2025	239.20	09/05/2025	100-417-616	Safety Supplies	825
8852	WHITE CAP, L.P.	50033101774	Concrete Cure	08/27/2025	78.40	09/05/2025	100-575-614	Shop Supplies	825
8852	WHITE CAP, L.P.	50033101774	Roto Hammer Bit	08/27/2025	187.10	09/05/2025	100-417-605	Minor Equipment	825
Total 8852:					658.32				
WILD WEST CHEVROLET									
9070	WILD WEST CHEVROLET	NT3102	2025 Chevrolet Traverse V7082-Public Works	08/30/2025	41,488.25	09/05/2025	100-475-742	Vehicles	825
9070	WILD WEST CHEVROLET	NT3107	2025 Chevrolet Suburban V5447-Pool	08/30/2025	63,380.25	09/05/2025	100-475-742	Vehicles	825
9070	WILD WEST CHEVROLET	NT3108	2025 Chevrolet Silverado V6958-SCADA tech	09/01/2025	42,782.25	09/05/2025	510-165100	Maintenance Equipment	925
9070	WILD WEST CHEVROLET	NT3109	2025 Chevrolet Silverado V6559-Water Distribution	09/01/2025	42,782.25	09/05/2025	510-165100	Maintenance Equipment	925
Total 9070:					190,433.00				
WILLIAMS, BARRY REGINALD									
9018	WILLIAMS, BARRY REGINALD	81325	PLANNING COMMISSION STIPEND	08/13/2025	80.00	09/05/2025	100-610-322	Prof Serv-Other	825
Total 9018:					80.00				
XPRESS BILL PAY LLC									
2468	XPRESS BILL PAY LLC	8/2025	CREDIT CARD PROCESSING FEES- WATER	08/31/2025	2,785.21	08/31/2025	510-810-609	Credit Card Fees	825
2468	XPRESS BILL PAY LLC	8/2025	CREDIT CARD PROCESSING FEES- SEWER	08/31/2025	2,785.21	08/31/2025	520-810-609	Credit Card Fees	825
Total 2468:					5,570.42				
XYLEM WATER SOLUTIONS USA, INC.									
8939	XYLEM WATER SOLUTIONS USA, INC.	3556D88965	East Lift pump repair	08/29/2025	4,793.00		520-810-430	Outside Serv-Repair & Maint	825
Total 8939:					4,793.00				
Grand Totals:					1,036,572.99				

Dated: _____

Mayor: _____

City Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
--------	-------------	----------------	-------------	--------------	----------------	-----------	----------------------	-----------

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
AUGUST 20, 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, Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, Councilman Ryan Hanan, Councilman Joe Mendoza, Deputy City Manager Lydia Altick, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, City Treasurer Robert Carson, Building Official Charity Birkel, Planning Director Michele Rambo, Public Works Director Barry Williams, City Engineer Maria Paz Fernandez, Utilities Director Seong Kim.

1.3. Public Forum

Fernley resident Bill Willsie had questions regarding the oversized load that backed up traffic Monday morning. He also inquired if the city has the ability to dictate what can and cannot come through the city.

Tammy Dittman expressed concern regarding the fire hydrants being taken care of.

Tessa Garvin asked if the city was going to address the incident involving the council member.

Aaron Mouritsen, City Attorney, stated that in compliance with open meeting law, the Council is prohibited from discussing or acting on any items that are not properly agendized and that were not placed on the agenda 5 days in advance. Additionally, any discussion of any individuals is required to comply with opening law requirements for notice.

1.4. (For Possible Action) Approval of Agenda

Mayor Neal E. McIntyre asked to have item 6.3 pulled as the contract agreement with the Boys and Girls Club is not finalized. It should be finalized this week. He called for a special meeting on Wednesday, August 27, at 5 p.m. to allow the Council enough time to look at a complete agreement.

Motion: I MOVE TO APPROVE THE AGENDA AS PRESENTED WITH 6.3 REMOVED AND RESCHEDULED TO AUGUST 27TH AT 5 P.M. **Action:** Approved, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read the new business licenses.

2.4. Possible action to approve a contract for on-call inspection services and engineering support services with NCE.

2.5. Possible Action to approve the Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus Opioid Settlement

2.6. For Possible Action to purchase one (1) 3/4-ton, four-wheel drive pickup truck with an animal transportation body for the City of Fernley's Animal Control Department for an amount not to exceed \$100,000.

2.7. Discussion and possible action to approve the scope of work and contract for the East Lift Station Improvements Project with Lumos & Associates for a total of \$64,200.

Motion: I MOVE TO APPROVE THE CONSENT AGENDA. **Action:** Approved, **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

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

Chief Deputy Mitch Brantingham reported that volunteers are conducting a backpack giveaway at the substation on Saturday, August 23, 2025, from 9:00 am - 3:00 pm. The Shop With A Sheriff program has started fundraising. If people would like to make a donation to that program or sponsor a kid, they can get in touch with Sheriff Pope directly, 463-6600, or stop by one of the substations, and we accept donations there.

JT McCoy, North Lyon County Fire, reported that they ran a total of 306 calls of service in the month of July. 207 of those were medical emergencies that led to 107 transports to the area hospitals. We had to bring in mutual aid to assist us with those calls 16 times. NLFPD will be selling pink t-shirts for the month of October. The plan is to take the proceeds, and we will wrap one of our fire engines in pink to support breast cancer awareness for a month and also make donations to the National Breast Cancer Foundation. They had a fundraiser at Black Bear Diner for one of their member's family member, who has cancer.

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

Lydia Altick, Deputy City Manager, gave an update on the RAISE grant for Nevada Pacific Highway. We are now at 30% design. That 30% has been approved by the Union Pacific Railroad. The 60% submittal is scheduled for the end of September. The NEPA required environmental review has been completed and received a finding of no significant impact status from the Federal Highway Administration. Construction is planned to start in the spring of 2026. The City signed the Notice of Substantial Completion this week for the CRRC which will clear the way for the final certificate of occupancy. The ribbon cutting is next week at 2 p.m. The City is looking for donations and sponsorships for our Spooktacular event which will be at City Hall on October 31st.

Councilman Torres gave a shout out to staff member Jessica Murdock for all her work along with the volunteers and city staff at the Main Street Park. The RTC approved two projects this week. The first one is the Cedar Lane reconstruction project, and the second one is the Industrial Park Rehabilitation Project which will include Industrial Drive, Salvador and Resource Drive.

Councilman Lau congratulated the head football coach at Fernley High School. Last weekend they beat Douglas County. Pop Warner is starting on Friday.

Councilman Hanan reminded everyone that the Corridor study is still on the city website for another week. He encouraged everyone to participate in the study.

Mayor McIntyre reminded everyone of the Mayor's Clean Sweep & Recycle on Saturday, September 13th. We have teamed up with Redwood Materials, Hero Environmental Services, and Waste Management. All the containers will be at the Out-of-Town Park behind the rodeo grounds, and you're going to be able to recycle things like tires, paint, and a lot of other things for free. This is for resident homeowners. This isn't for businesses. The city website has a list of exactly what you can drop off.

4. PROCLAMATIONS BY THE MAYOR

Mayor McIntyre presented the Mayor's Spotlight to Diane Chapin.

Mayor McIntyre presented a proclamation in honor of the Fernley Junior All-Stars Youth Softball Team.

Mayor Neal E. McIntyre called for a break 5:39 pm - 5:47 pm.

5. PUBLIC HEARINGS

5.1. (For Possible Action) Second reading, discussion, and possible action on Bill #361 (associated with CA25001) to revise Section 32.03.040(b) (Comprehensive Master Plan Amendment) of the City of Fernley Development Code to better reflect the requirements found in NRS 278.210 for amending the Master Plan.

Planning Director Rambo stated this item is a correction to the Master Plan amendment process. There is a vagueness in our code about the process of how to do Master Plan Amendments. We have added language to make it clear how the process works.

There was no public input.

Motion: I MOVE TO APPROVE BILL #361 AS PRESENTED BY STAFF. **Action:** Approved, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

6. STAFF REPORTS

6.1. Discussion and Possible Action to revise the offer letter for the City Attorney.

Aaron Mouritsen, City Attorney, stated that he is asking for a change in the offer letter, in terms of termination. If the council or mayor make the decision to terminate him, there would be a 6-month severance agreement.

Motion: I MOVE TO APPROVE THE REVISED OFFER LETTER TO THE CITY ATTORNEY TO ADD 6-MONTH SEVERANCE. **Action:** Approved, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

6.2. Discussion and possible action to approve the extension of the professional services contract with Stantec for the Highway 50 Loop Design project.

Seong Kim, Utilities Director, recommended moving this item to the next regular scheduled meeting.

Motion: I MOVE TO MOVE THIS ITEM TO THE NEXT COUNCIL MEETING. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

6.3. Discussion and possible action to approve a lease agreement between the Boys & Girls Club of Truckee Meadows and the City of Fernley for the lease of the Community Response & Resource Center.

This item will be discussed at the special meeting on August 27, 2025.

6.4. Discussion and Possible Action: Authorization to Proceed with Design, Planning, and Prioritization of Recommended Improvements for the Fernley East Wastewater Treatment Plant (EWWTP) for a total cost of \$27.4 million (Phase 1,(2026): \$10.3 million, Phase 2 (2031): \$17.1 million) and accepting the presentation of Preliminary Engineering Report by Lumos & Associates.

Kim Seong, Utilities Director, stated that currently our wastewater system has a lagoon and pond system to treat our wastewater, but we are losing the effective volume of the pond because of depositing and accumulating sand, soil, and dirt and debris. Furthermore, we are not able to meet the nitrogen limit set by the state.

Jonathan Lesbrons, Loomis & Associates, gave a presentation on the preliminary engineering report on the east wastewater treatment plant. He concluded with recommendations.

Director Kim and Mr. Lesbrons answered questions from the council.

Motion: I ACCEPT THE PRESENTATION AND MOVE TO APPROVE AUTHORIZATION FOR THE UTILITIES DEPARTMENT TO PROCEED WITH THE DESIGN, PLANNING AND PRIORITIZATION OF RECOMMENDED IMPROVEMENTS FOR THE FERNLEY EAST WASTEWATER TREATMENT PLAN AS OUTLINED IN THE APRIL 2025 PRELIMINARY ENGINEERING REPORT FOR A TOTAL COST OF \$10.3 MILLION IN FISCAL YEAR 2026. **Action:** Approve, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

6.5. Discussion and Possible Action and Discussion to accept the Preliminary Engineering Report for Design, Planning, and Prioritization of Recommended Improvements for the Fernley Water Treatment Plant (WTP), with a presentation by CDM Smith.

Seong Kim, Utilities Director, stated that our water system relies entirely on groundwater. Our water production has to run 24 hours a day, 365 days, and it's been 16 years running that way. It is still a relatively new system, but we are experiencing some fatigue and it is stressing out our equipment. He explained maintenance on the system must be completed, but since it's running 24 hours, we cannot do it. Another alternative is to get surface water from the canal. By having surface water in our water plant, we can have time for maintenance. There is also a need for a sludge-drying bed system. The estimated cost is \$40 million; we are currently requesting approval of \$4 million to fund the design phase. The remaining \$36 million for construction and implementation will be presented to the Council later.

Conan Monson, CDM Smith, presented a summary of their recommendations for changes and improvements including upgrading the SCADA system as part of this project.

Director Kim and Mr. Monson answered questions from the Council.

Motion: I MOVE TO APPROVE THE UTILITIES DEPARTMENT TO PROCEED WITH THE PANNING AND DESIGN OF THE RECOMMENDED IMPROVEMENTS FOR THE FERNLEY WATER TREATMENT PLANT (WTP) AS OUTLINED IN THE JUNE 2025 PRELIMINARY ENGINEERING REPORT, WITH A TOTAL ESTIMATED PROJECT COST OF \$40 MILLION, FURTHERMORE I MOVE TO APPROVE THE USE OF UP TO \$4 MILLION BY THE UTILITIES DEPARTMENT TO CARRY OUT

THE DESIGN PHASE OF THE PROJECT. **Action:** Approved, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

6.6. Discussion and possible action to direct staff to pursue federal and state grants to offset costs for the pre-construction, design and engineering on the East Wastewater Treatment Plant.

Seong Kim, Utilities Director, recommended adding the water treatment plant to the motion.

Christine Brandon, Western Nevada Development District, stated the district supported city staff, and the city in exploring and finding the grant possibilities for both wastewater and water projects, because we have both of those, and it's a lot of money.

Christine Brandon stated that they would probably look at separate grants. They're looking at the Economic Development Administration for the wastewater treatment plant for the design, for right now. Then, for water treatment, they're going to probably look into the Environmental Protection Agency. They will also look at state funds that would be available through the State Revolving Loan Fund. They're going to pursue all funding possibilities.

Councilman Albert Torres asked Christine Brandon to mention what the EPA told WNDD when we were looking at funding for another project, about what they would most prefer when it came to the sewage treatment plant.

Christine Brandon stated it's always about economic development, with that new wastewater treatment plant, it's very important that we get the purple pipe, that we have the ability to recycle it, but also to sell it to our industrial users. That creates more jobs, more industries coming.

Motion: I MOVE TO DIRECT STAFF TO PURSUE FEDERAL AND STATE GRANTS TO OFFSET COSTS FOR THE PRE-CONSTRUCTION, DESIGN, AND ENGINEERING ON THE EAST WASTEWATER TREATMENT PLANT AND THE WATER TREATMENT PLANT. **Action:** Approved, **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

7. RESOLUTIONS

7.1. Discussion and possible action to approve Resolution 25-014 to implement negotiations with the Boys & Girls Club of Truckee Meadows for design and construction of the Early Learning Center.

Lydia Altick, Deputy City Manager, stated this resolution formally recognizes the partnership with the Boys & Girls Club Truckee Meadows that promotes education, equity, and opportunity. The City finds that it is in the public interest to enter into negotiations with the B&GC to determine the feasibility, terms, and conditions for the potential sale of property to support this endeavor. The outcome of the negotiations will be brought back to the City Council for approval before any transactions or conveyance is completed.

Motion: I MOVE TO ADOPT RESOLUTION 25-014 FORMALIZING NEGOTIATIONS WITH THE BOYS & GIRLS CLUB FOR THE DESIGN AND CONSTRUCTION OF THE EARLY LEARNING CENTER. **Action:** Approved, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

8. PUBLIC FORUM

Tammy Dittman asked when there are first readings and second readings, why they are not actually read, and when you add something to an agenda, isn't that a violation of the open meeting law? Like, when you added the water treatment plant to the already agenda'd item of the wastewater treatment plant. She also gave Council a list of damaged hydrants she got from the fire department.

There will be a Special Council meeting held on August 27, 2025, at 5:00 pm, and the next regular City Council meeting will be September 3, 2025.

9. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 7:10 pm.

Approved by the Fernley City Council on September 17, 2025, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

**MINUTES OF THE
FERNLEY CITY COUNCIL
SPECIAL MEETING
AUGUST 27, 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, Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, Councilman Ryan Hanan, Councilman Joe Mendoza, Deputy City Manager Lydia Altick, City Attorney Aaron Mouritsen, City Treasurer Robert Carson, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, Public Works Director Barry Williams.

1.3. Public Forum

Sharon Holley, Fernley resident, thanked city employee Tasha Lowery, Councilman Joe Mendoza and Councilman Albert Torres for attending Fernstock.

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA. **Action:** Approved, **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

2. STAFF REPORTS

2.1. Discussion and possible action to approve a lease agreement between the Boys & Girls Club of Truckee Meadows and the City of Fernley for the lease of the Community Response & Resource Center.

Lydia Altick, Deputy City Manager, went over a couple of things that are in the lease agreement between the City of Fernley and the Boys and Girls Club. The Boys and Girls Club will have exclusive use of the premises, and the premises include the building, the event lawn, and the playground. They will be under the management of the rent of those areas as they wish. They will not be open to public use at this time. In the future, there may be a perimeter fence, which will have the ability to be open when we have open events for the community.

Mayor Neal E. McIntyre stated it's going to be rented the same as the park, but the only difference is it won't be rented through the City of Fernley, it will be rented from the Boys and Girls Club at that facility.

Motion: I MOVE TO APPROVE THE LEASE AGREEMENT WITH THE BOYS & GIRLS CLUB OF TRUCKEE MEADOWS FOR THE LEASE OF THE COMMUNITY RESPONSE & RESOURCE CENTER. **Action:** Approved, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

3. PUBLIC FORUM

Mike Worm, President and CEO of the Boys and Girls Club of Truckee Meadows thanked everyone for all the work in putting this together.

Mayor Neal E. McIntyre stated that this means a lot and is a big step for the City of Fernley in increasing the quality of life of a lot of children. He thanked the Council and City staff for a job well done.

Oscar Agulara thanked everyone and shared an interaction he had with one of the club-parents. She was in complete tears of joy. She was happy that there is a building now for kids to be themselves. She was very thankful that the whole council was there in support and showing what great leadership does and how it comes together to accomplish things like this.

Councilman Ryan Hanan stated that today was the end of a project, but for us, it's the beginning. Today we planted a seed and over the course of the next few months and the next 2 or 3 years, we're going to see this garden blossom into something that we probably never imagined.

The next City Council meeting will be on September 3, 2025, at 5:00 pm.

4. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 5:13 pm.

Approved by the Fernley City Council on September 17, 2025, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
SEPTEMBER 3, 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, Councilwoman Felicity Zoberiski, Councilman Stan Lau, Councilman Albert Torres, Councilman Ryan Hanan, Councilman Joe Mendoza, Deputy City Manager Lydia Altick, 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, Assistant Planner Lisa Warner, Planning Director Michele Rambo, Public Works Director Barry Williams, City Engineer Maria Paz Fernandez, Utilities Director Seong Kim.

1.3. Public Forum

None at this time.

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA. **Action:** Approved, **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberiski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

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. Discussion and Possible Action to approve a contract with Kimley-Horn for development of a Capital Improvement Plan and Impact Fee Study in an amount not to exceed \$349,000.

2.5. Possible Action to approve a contract with Kimley-Horn for development of the North and Southwest Fernley Infrastructure Plan in an amount not to exceed \$349,000.

2.6. Possible Action to Approve Amendment Number 3 to the 1.5 MG Treated Water Reservoir Agreement with Resource Development Company (RDC) for \$29,005 to complete the project.

2.7. Possible Action to Approve Amendment Number 3 to the 1.5 MG Treated Water Reservoir ("TWR2") Agreement with Shaw Engineering ("Shaw") for \$6,500 to Complete the Project.

Motion: I MOVE TO APPROVE THE CONSENT AGENDA. **Action:** Approved, **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberiski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

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

None at this time.

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

Lydia Altick, Deputy City Manager, gave an update on new hires, openings, and promotions. The city received the final Certificate of Occupancy for the Community Response and Resource Center. The first Animal Services Microchip Clinic was held. The next clinic is September 27th at City Hall. The cost is \$15, or a donation of a 10-pound bag of dog food for our pet pantry. Friends of Fernley Animal Services will be hosting the first ever Howloween. This is a 5K at the Out-Of-Town Park with your dog. There will be vendors and food trucks to benefit the planning, design, and construction of a Fernley Animal Services facility. This will be held on Sunday, October 19th, at the out-of-town Park.

Councilman Hanan reported that at the union negotiation grievance was settled 100% to the satisfaction of the City and the Union. He attended the ribbon cutting at the CRRC. He attended the microchip event from the City of Fernley Animal Control.

Councilman Torres reported Saturday, September 6th is the first annual Western Nevada NAMI Golf Tournament.

Councilman Mendoza inquired about the RFP's for IT. Deputy City Manager Altick stated she is hoping to get it out this week.

Mayor McIntyre thanked everyone for CRRC. If it wasn't for the council and staff, it would not have been possible. He sent out a survey to all staff as well as the council on what they would like to see in a City Manager. The Mayor's Clean-Up and Recycle is on September 13th. Looking for volunteers and donations. The clean-up will be at the Out-Of-Town Park. If anybody would like to volunteer, or donate, please contact April Homme at 775-784-9858. He served on the school board for 14 years and had the privilege of being on the Board with Bridget Peterson from Dayton for 10 years. She has decided to resign and wants to publicly give a thank you for her commitment to the Lyon County School District.

4. PROCLAMATIONS BY THE MAYOR

None at this time.

5. PRESENTATIONS

5.1. Discussion and Possible Action to review and provide direction to staff regarding evaluation of Utility Rates and Fees.

Seong Kim, Utilities Director, stated that the council previously adopted a utility rate schedule through December 2026 for a 3% increase scheduled for January 2026. Construction and utility costs have risen faster than anticipated, mainly due to the Utility Department's new capital improvement program.

Hansford Economic Consulting gave a presentation and stated with a rate study the City is trying to achieve revenue sufficiency. This is to rehabilitate or replace utility assets so that users are paying for their use of the system now and not leaving it to future customers when repairs become critical and the costs become more expensive. To fund the necessary capital improvement projects to meet new regulatory standards, and/or increase the capacity of the utility systems, and also to meet any current bond covenants and other financial legal obligations of the systems. This is done by establishing appropriate rate and fee schedules for each utility enterprise fund. Since 2021, the average change in prices has ranged from 4% to 6%. We are trying to project for the next 5 years, but caution that there are assumptions of new debt in fiscal year 2029. The bond sales are rough estimates for the rate study.

City Treasurer Carson clarified that the rate study that is being presented is based on our capital improvement plan for the next 5 years. A new wastewater treatment plant wasn't included in the CIP plan if we move forward with that, and it's funded, that will change our entire capital outlay, or capital improvement for the next 5 years. As we go through the process, we will look at our revenues and the rates annually to see if the increases are needed or if we cap them because we have a brand-new system.

Councilman Mendoza stated he would like to see what it would look like if we were to receive the grant money, and for one year increase 4.5% as opposed to the 8.5%. He also inquired about the timeline for the grants. If we were to cap and not raise any rates for the next 6 months and revisit this in 6 months, would that be detrimental to our water and sewer budget? Will that be enough time for us to decide in 6 months whether or not, or how much we want to increase?

Deputy City Manager Altick stated that we have been working closely with Western Nevada Development District on specific grants for the wastewater treatment plant, and possibly some other different funding for the water treatment facility. We're also looking at using a lobbyist to gain even more grants and get a step-up in that whole process. We should know something within a year.

City Treasurer Carson stated it will change the budget that we are currently in, because it will limit the revenues. For the fiscal year 26 budget, there were increases factored in, our revenues would probably come in slightly lower than what we had. It will limit the funds that come in this year, because there is not \$4 million to cover the debt service payments, but the debt service payments do have to be made.

Councilman Torres felt the one-year outlook is a great idea. How do we look at what the 80-20 split is going to be if we don't know what grant will be. He suggested they return in 9 to 12 months, knowing what the grants they have gotten and then looking at them.

Councilman Hannan stated we should look at this closely in January and see where we are, and every single year. He would like a report every 6 months. He wants to be cautious and methodical.

Mayor McIntyre stated that a couple federal lobbyist groups have called him. He will be bringing it to the Council within the next couple of meetings to get their approval.

Councilman Torres stated that we have another meeting with the EDA on the afternoon of the 11th. Our grants guy Don and our Executive Director, Christine, are working on getting those grants for the water treatment and sewage treatment. The sewage treatment grant is for planning and design at this point.

Motion: I MOVE TO REITERATE WHAT COUNCILMAN MENDOZA WAS LOOKING FOR, AS FAR AS IT COMING BACK EVERY YEAR, AS WELL AS WHAT COUNCILMAN HANAN SUGGESTED, WHICH IS TO LOOK AT WHAT WOULD BE THE OFFSET TO THE WATER AND SEWER RATES WITH AN INCREASE TO SEWER AND WATER HOOKUPS. **Action:** Approved, **Moved by:** Councilman Torres, **Seconded by:** Councilman Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

Mayor Neal E. McIntyre called for a break: 6:30 pm - 6:40 pm

5.2. Presentation by the City Attorney on City Council Rules of Procedure.

Aaron Mouritsen, City Attorney, gave a presentation and clarification on the basic principles that are laid out in the City Council Rules and Procedures.

6. ORDINANCES

6.1. (For Possible Action) Introduction and first reading of Bill #362 (associated with CA25002) to revise Section 32.09.090(i) (Landscaping and Screening) of the City of Fernley Development Code

to update the location and design requirements and other specifications for trash enclosures and update the screening requirements for mechanical and electrical equipment and facilities.

Lisa Warner, Assistant Planner, stated this is the first reading to amend the development code for trash enclosures and mechanical screening to ensure consistency throughout the City of Fernley.

Councilman Mendoza inquired about the mechanical and electrical screening asking if it has been taken into account for the operation of those specific units? Lisa Warner, Assistant Planner, stated that they didn't list a specific amount of space, but that is something she will look at.

6.2. (For Possible Action) Introduction and first reading of Bill 364, associated with CA25003, a request from the City Clerk's Office and the Planning Department to amend the home occupation use standards contained in Fernley Municipal Code, Title 32, Chapter 7, Section 200 to keep home businesses from impacting their surrounding neighbors.

Alisa Johansson, Senior Planner, presented the first reading and introduction. Our goal is to amend the use standards. Our purpose is to limit adverse impacts of the home occupations on neighboring properties, to capture occupations and scenarios that were not contemplated in the original code, and to enhance compatibility.

7. RESOLUTIONS

7.1. For Discussion and Possible Action to adopt Resolution #25-013: Pavement Cut Moratorium Policy

Maria Paz Fernandez, City Engineer, presented the Pavement Cut Moratorium Policy. This policy will prohibit non-emergency pavement cuts on newly resurfaced, reconstructed, or newly installed streets for a period of five (5) years after completion. The purpose is to protect the City's investment in pavement infrastructure, maintain roadway quality, and reduce premature deterioration caused by utility or excavation cuts. This moratorium aligns with industry best practices and supports the City's long-term asset management goals.

Motion: I MOVE TO APPROVE RESOLUTION #25-013, ESTABLISHING A 5-YEAR PAVEMENT CUT MORATORIUM ON NEWLY RESURFACED OR RECONSTRUCTED STREETS TO PROTECT THE CITY'S INVESTMENT AND MAINTAIN ROADWAY QUALITY. **Action:** Approve, **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

8. PUBLIC FORUM

Councilwoman Felicity Zoberski asked if we have load weight limits on our roads in the codes.

Maria Paz Fernandes, City Engineer, explained we have road classifications, so there are different thicknesses for each type. There are different design standards for different road classifications that allow for certain loads for each road classification.

The next City Council meeting will be on September 17, 2025, at 5:00 pm

9. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 7:18 pm.

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Origination date = 8/28/2025-9/11/2025

Business Name	DBA	Name	Location	City	State	Zip	Business Tel	Description	Occupation
Sater Electric, LLC		Shaun Sater	665 Aswan St	Sparks	NV	89441	775-357-9535	Contractor	Electrical/Solar Contracto
CFT NV Developments, LLC		Mecky Wong	1400 E. Newlands Dr.	Fernley	NV	89408	702-832-0128	Property Rentals	Commercial property rent
Teklus Construction LLC		Christopher Hood /	8545 Double R Blvd. #101	Reno	NV	89511	775-412-8754	Contractor	General Contractor #832
Kinfolk LLC		Justin Enna / Sean	148 Rosecrest Dr	Fernley	NV	89408	775-686-4486	Cleaning Services	Grounds management, re
Sierra Summit Solutions LLC		Gustavo Herrera /	1280 Rancho Rd	Fernley	NV	89408	951-750-6402	Consulting Services	Construction Consulting
Bruno's Plumbing LLC		Victor Bruno III	100 Potosi Rd	Dayton	NV	89403	775-315-0959	Contractor	Plumbing Contractor #83
American Steel Company, LLC	The Metal Company	Kimberly Walton	625 Spice Island Dr. Unit	Sparks	NV	89435	775-425-5267	Contractor	Steel Structure Contracto
Ted Bellard		Ted Bellard	18 Salvadore Dr.	Fernley	NV	89408	337-942-6276	Property Rentals	Commercial property rent
L & D Pilot Service LLC		Donald & Lynsey H	821 Fairwood Street	Fernley	NV	89408	775-404-2383	Business Specific Prof	Oversize load escort serv
Aqua Guard LLC		Dylan Simpson	1025 Mesa Dr	Fernley	NV	89408	775-377-6274	Pool Servicing	Pool services
Higher Frequency Healing LLC		Brandy Keenan	1506 Crest View Rd.	Fernley	NV	89408	775-316-1615	Business Specific Prof	Breathwork/crystals/Reiki
JDSLE Inc.		Benjamin Waxma	1000 Brichth Plz Unit 2005	Miami	FL	33131	330-417-3344	Business Specific Prof	For profit software compa
United Rentals (North America), Inc.		Directors: J Gross/	100 First Stambord Place,	Stamford	CT	06902	800-927-9801	Equipment Rentals, S	Large equipment rentals
Del Barrio Sabores Mexicanos		Laura Dominguez	883 F St.	Fernley	NV	89408	775-420-8522	Restaurant/Fast Food/	Mobile food vendor, read
Luther Towing - Las Vegas, LLC	Luther Towing	Keaton Scott Luther	14041 Mt Bismark	Reno	NV	89506	702-900-2013	Towing/Garage	Towing services
New Cingular Wireless PCS, LLC	AT&T Mobility	None	1510 Newlands Dr. E	Fernley	NV	89408	630-857-2100	Telecommunication Sa	Inventory sales through a
Innovative Communications Systems,		Jeff Bowers/Donald	4855 Joule St Unit B-2	Reno	NV	89502	775-825-2011	Contractor	Electrical Contractor #59
Sierra Coast Roofing & Siding LLC		Juan Carlos Baraja	3919 Snow Valley Drive	Reno	NV	89508	775-355-1400	Contractor	Roofing Contractor #937
Grand Totals:									
						18			

Report Criteria:

License.Status = "Active"

Business.Origination date = 8/28/2025-9/11/2025



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Seong Kim, Utilities Director, Filiga Farmer

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-423

520-810-423

510-840-423

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible Action to approve award of the 2025-2027 Biennial Analytical Support contract to SGS North America Analytical Laboratories for an amount not to exceed the unit price per test listed in the submitted bid document.

AGENDA ITEM BRIEF:

This is a biennial contract awarded to provide laboratory testing services to the City of Fernley. The City is required by the State to sample and test water and wastewater in accordance with its permits. This contract is renewed on a biennial basis and helps the City to "lock in" prices for the year and allows for more accurate budgeting. This contract was advertised for bid in accordance with NRS.

RECOMMENDED MOTION:

"I move to approve award the 2025-2027 biennial Analytical Support contract to SGS North America Analytical Laboratories for an amount not to exceed the unit price per test listed in the submitted bid document."

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 deny the award of this contract and provide further direction to staff.

BACKGROUND:

This is a biennial contract award for analytical support for the City of Fernley. This can include such things as Arsenic samples for the Water Treatment Plant, and fecal samples for the East Wastewater Treatment Plant.

Work consists of supplying laboratory services on all water and wastewater samples for compliance with the State of Nevada and EPA monitoring requirements.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.039 Advertisements or Requests for Bid on Contract.

FINANCIAL IMPLICATIONS:

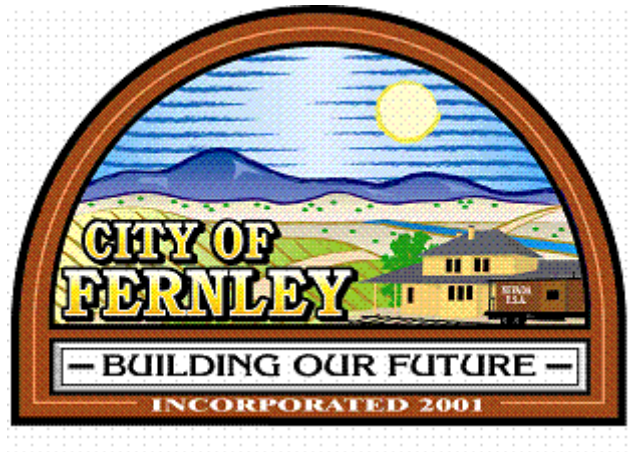
Approved in 2025 - 2026 Enterprise Fund Budget Cycle.

ATTACHMENTS:

1. Biennial Analytical Support Bid Table
2. Biennial Analytical Support Contract Bid Packet 2025-2027

2025-2027 Analytical Support Contract Bid Table		
Bidders :	WetLab	SGS North America
Price Per Test		
Arsenic	\$36	\$20
Alkalinity, Total	\$29	\$27
Chlorine	\$40	\$55
E.coli P/A	\$44	\$25
Gross Alpha Radiological	\$105	\$90
Haloacetic Acids	\$297	\$165
Hardness	\$58	\$38
Lead and Copper	\$72	\$38
Radium 226	\$154	\$255
Radium 228	\$154	\$0
Sodium	\$29	\$20
SVOC (ML525) (EPA 525)	\$189	\$310
Tri-halomethane	\$198	\$90
VOC (VOASDWA) (EPA 524.2)	N/R	\$115
IOC Phase II and V	\$544	\$260
IOC Secondaries	\$594	\$545
Calcium	\$29	\$20
SOC's Phase II and V	\$973	\$1,275
Radon	\$154	\$150
Cryptosporidium Concentration	\$840	\$1,252
Guardia Lamblia Concentration	\$0	\$0
Water Total Sample Cost	\$4804	\$4,750
Sewer Samples:		
Ammonia-N	\$49	\$32
BOD-5	\$82	\$40
BOD-5 Inhibited	\$82	\$40
Fecal Coliform	\$59	\$42
Fjeldahl Nitrogen	\$78	\$37
Nitrate-N	\$40	\$21
pH	\$20	\$16
Phosphorus-Total	\$42	\$34
pH Temperature	\$0	\$30

Suspended Solids	\$29	\$21
Total Dissolved Solids	\$29	\$21
Total Nitrogen as N	\$111	\$58
Sewer Total Sample Costs	\$739	\$392
Sewer Meter Analysis:		
Oil and Grease	\$158	\$85
Zinc	\$29	\$20
Phenols	\$100	\$101
TPH Pureable	\$149	\$75
TPH Extractable	\$149	\$75
Total Meter Vault Costs	\$585	\$356
Additional Costs	\$0	\$0
Water and Sewer same day pick up	\$60	\$30
Water and Sewer if separate day pick up	\$60	\$40
Bid Totals	\$6715	\$5,924



**2025-2027
BIENNIAL ANALYTICAL SUPPORT
CONTRACT**

BID OPENING: August 27th, 2025, 2:00 P.M

To Supply Service from September 4th, 2025 – June 30, 2027

TABLE OF CONTENTS

Advertisement for Proposals	3
Information for Bidders	4
Preparation of Bid	4
Submission of Bids	4
No-Bid-No Response	5
Withdrawal of Bids	5
Late Bids	5
Award of Contracts	5
Bidder's Preference	5
Default of Contract	5
Appeal by Unsuccessful bidder	6
Appendix A-Specifications	7
Contract	11
Acknowledgement	25

ADVERTISEMENT FOR BIDS

For CITY OF FERNLEY (OWNER):

Sealed bids will be received by the CITY OF FERNLEY UTILITIES DEPARTMENT for the 2025-2027 Biennial Analytical Support Contract, at the office of the City of Fernley, 595 Silver Lace Blvd, Fernley, NV until **Wednesday, August 27th, 2025**. Bids will be opened at 2:00 P.M.

The Scope of Work consists of:

The comprehensive analytical support for the City's Water and Wastewater systems. The complete description of analytical support required is described in the technical specifications of the bid package. All submitting laboratories be currently licensed and maintain laboratory certifications from the State of Nevada, Division of Environmental Protection, Bureau of Water Quality Planning, and Environmental Laboratory Services. A copy of your current certification shall be provided with the proposal package.

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

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

Terms and conditions regarding this proposal as well as bid packages shall be obtained from the City of Fernley, Utilities Department, 595 Silver Lace Blvd, Fernley, NV 89408 or contact Utilities Department at 775-784-9932.

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

Seong Kim, Utilities Director

INFORMATION FOR BIDDERS

1. PREPARATION OF BID:

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

2. SUBMISSION OF BIDS:

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

3. NO BID-NO RESPONSE:

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

4. WITHDRAWAL OF BIDS:

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

5. LATE BIDS:

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

6. BIDDER'S PREFERENCE:

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

7. AWARD OF CONTRACT:

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

8. DEFAULT OF CONTRACT:

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

months not more than one year AND retain the bid security posted for the contract (if required by the bid).

9. APPEAL BY UNSUCCESSFUL BIDDER

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

APPENDIX A--SPECIFICATIONS

The work consists of providing the City of Fernley analytical testing for our municipal water and wastewater systems on an as-needed basis through any of the following three ways:

- 1) Testing Firm will provide standard scheduled courier service from Fernley to their location.
- 2) Testing Firm will provide analytical testing support on an as needed basis when contacted by the Public Works Department. Non-scheduled support may require after hours drop-off and emergency analysis with specified turnaround time.
- 3) Testing Firm will provide assistance in the annual preparation and sampling assistance for year-end samples.
- 4) All bids must be submitted on the attached bid tab, signed, and dated by the bid preparer.
- 5) Testing Firm shall submit hardcopies and electronic copies (via email) of all results as directed by the Utilities Department.

The City's Water and Wastewater systems minimum schedules sample requirements are:

Water System:

The following is a list of representative water system samples and the quantity required. Please base bids on a single sample cost, to include bottle kit preparation:

Monthly Samples:

E. coli P/A, Total Coliform

Quarterly Samples:

Gross Alpha Radiological, Beta Radiological, Haloacetic Acids, Radium 226, and Radium 228, Trihalomethane, Hardness

Annual Samples:

Alkalinity, Alkalinity/Bicarbonate, Alkalinity/Carbonate, Alkalinity/Hydroxide, Calcium, Conductivity

Tri-Annual Samples:

Lead and Copper

Water Treatment Plant:

The following is a list of Water Treatment Plant samples and the quantity required:

Monthly Samples:

Arsenic

Semi-Annually:

Hardness, Alkalinity (Total), Calcium, Conductivity, Orthophosphate, pH, Silica, Temperature C.

Annually:

Nitrate, Nitrite, NO₃ + NO₂ Total, 1,1,1-Trichloroethane, 1,1,2-Trichloroethane, 1,1-Dichloroethylene, 1,2,4-Trichlorobenzene, 1,2-Dichloroethane, 1,2-Dichloropropane, Benzene, Carbon Tetrachloride, Chlorobenzene, CIS-1-2-Dichlorobenzene, P-Dichlorobenzene, Styrene, Tetrachloroethylene, Toluene, Trans-1,2-Dichloroethylene, Trichloroethylene, Vinyl Chloride, Xylenes (Total).

Tri-Annually:

Barium, Cadmium, Chromium, Mercury, Selenium, Fluoride, Antimony, Beryllium, Nickel, Thallium (Total), Cyanide, Gross Alpha's, Aluminum, Chloride, Color, Copper (Free), Iron, Magnesium, Manganese, MBAS (Foaming Agents) Surfactant, Silver, Sodium, Sulfate, TDS, Zinc

Sewer System:

The following is a list of representative sewer system samples. Please base bid on a single sample cost, to include bottle kit preparation:

Monthly:

Ammonia-N, BOD-5, BOD-5 Inhibited, Chloride-ion Chromatography, Fecal Coliform, Kjeldahl Nitrogen, Nitrate-N, pH, Phosphorus-Total, pH-Temperature, Suspended Solids, Total Dissolved Solids, Total Nitrogen as N.

Biennial Analytical Support Contract Bid

2025-2027 Analytical Support Contract Bid Table		
<i>Bidder</i>		<i>Price Per Test</i>
Water Samples:		
Arsenic		
Alkalinity, Total		
Chlorine		
E. coli P/A		
Gross Alpha Radiological		
Haloacetic Acids		
Hardness		
Lead and Copper		
Radium 226		
Radium 228		
Sodium		
SVOC (ML525) (EPA 525)		
Tri-halomethane		
VOC (VOASDWA) (EPA 524.2)		

Biennial Analytical Support Contract Bid

IOC Phase II and V		
IOC Secondaries		
Calcium		
SOC's Phase II and V		
Radon		
Cryptosporidium Concentration		
Guardia Lamblia Concentration		
Water Total Sample Cost		
Sewer Samples:		
Ammonia-N		
BOD-5		
BOD-5 Inhibited		
Chloride		
Fecal Coliform		
Fjeldahl Nitrogen		
Nitrate-N		
pH		
Phosphorus-Total		
pH Temperature		
Suspended Solids		
Solids, suspended percent removal		
Total Dissolved Solids		
Nitrogen, ammonia total (as N)		
Total Nitrogen as N		
Sewer Total Sample Costs		
Sewer Meter Analysis:		
Oil and Grease		
Zinc		
Phenols		
TPH Pureable		
TPH Extractable		
Total Meter Vault Costs		
Additional Costs		
Water and Sewer same day pick up		

Biennial Analytical Support Contract Bid

Water and Sewer if separate day pick up		

Biennial Analytical Support Contract Bid

This bid is submitted on this _____ day of _____, 20_____.

Signature of Bid Preparer: _____

APPENDIX B- Fernley Standard Contract for Services of Independent Contractor

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

and

Notice for the Contractor shall be sent to:

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 _____, (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") shall not become effective until and unless approved by the Fernley City Council.
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 September 5th, 2025 to June 30, 2027, subject to appropriation.

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. 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, 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.
5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments (the "Attachments") in descending order of constructive precedence; the Attachments shall not contradict or supersede any specifications, terms or conditions required by the City without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENT A: (fill in with description or list N/A)

ATTACHMENT B: (fill in with description or list N/A)

ATTACHMENT C: (fill in with description or list N/A)

ATTACHMENT D: (fill in with description or list N/A)

6. **SCOPE OF WORK AND CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Attachment [REDACTED].
 - A. The City will pay the Contractor a not-to-exceed (NTE) amount of \$ [REDACTED] for services in Attachment [REDACTED] based on actual time and materials. Contractor shall provide all services on a time and materials bases at the rates described in Attachment [REDACTED].
 - B. The City will pay the Contractor a not-to-exceed (NTE) amount of \$ [REDACTED] for services in Attachment [REDACTED] based on actual time and materials. Contractor shall provide all services on a time and materials bases at the rates described in Attachment [REDACTED].
 - C. Contractor will provide monthly invoices for all payments due under this Contract, and City shall pay the invoices within 45 days following receipt.
7. **ASSENT.** The parties agree that the terms and conditions listed on the Attachments are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
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 upon completion of the work for City's records within 60 days of completion of the work.
- B. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum seven years 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, and (2) unilateral termination by either party after service of formal 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, and is subject to statutory limitations. 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:
- a. 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
 - b. 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
 - c. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - d. If the City materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - e. If it is found by the City that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - f. If it is found by the City that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- 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:
- a. 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.

- b. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so, requested by the City.
- c. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so, requested by the City; and
- d. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with paragraph (22).

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, and to a prevailing party's reasonable attorney's fees and costs. It is specifically agreed that reasonable attorney's fees for the City shall include, without limitation, \$200 per hour for attorneys. The City may set off consideration against any unpaid obligation of Contractor.

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

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

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

15. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable

attorneys' fees, and costs, arising out of any alleged acts or omissions or misconduct of Contractor, its officers, employees, and agents, but not excluding the City's right to participate.

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

17. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the City, Contractor, as an independent contractor and not an employee of the City, must carry policies of insurance in 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:

- A. Final acceptance by the City of the completion of this Contract; or
- B. 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.

Workers' Compensation and Employer's Liability Insurance:

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

_____ has entered into a contract with Owner to perform work from _____ to _____ 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:

- A. 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
- B. Contractor is otherwise in compliance with those terms, conditions, and provisions.

Commercial General Liability Insurance:

- A. Minimum Limits required:
 - \$1,000,000** General Aggregate
 - \$1,000,000** Products & Completed Operations Aggregate
 - \$1,000,000** Personal and Advertising Injury
 - \$1,000,000** Each Occurrence
- B. 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).

Business Automobile Liability Insurance:

- A. Minimum Limit required: **\$100,000** Each Occurrence for bodily injury and property damage.
- B. 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.

Professional Liability Insurance:

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

Umbrella or Excess Liability Insurance:

- A. May be used to achieve the above minimum liability limits.
- B. Shall be endorsed to state it is “As Broad as Primary Policy.”

Commercial Crime Insurance:

- A. Minimum Limit required: **\$10,000** Per Loss for Employee Dishonesty
- B. 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.

Performance Security:

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

General Requirements:

- A. 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.
- B. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- C. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- D. 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.
- E. 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.
- F. Approved Insurer: Each insurance policy shall be:
 - a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made, and

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

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

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

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

Required Mailing: Contractor will mail all required insurance documents to the City at the address identified on page one of this Contract.

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

party shall not operate as a waiver by such party of any of its rights or remedies as to any other default or breach.

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

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

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

- A. Any federal, state, county or local agency, legislature, commission, counsel, or board.
- B. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- C. Any officer or employee of any federal, state, county, or local agency; legislature, commission, counsel, or board.

26. **WARRANTIES.**

- A. **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- B. **System Compliance.** Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or

incorrect results from the application(s) in the operating and testing of the business of the City. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

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 such 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-appellable judgment rendered thereby in connection with this Agreement.
29. **INTEGRATED AGREEMENT.** This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.
30. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
31. **ADVICE OF COUNSEL.** Each Party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Agreement or the meaning of it. Each party

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

32. **MODIFICATION; NO WAIVER.** The provisions of this Agreement, including this paragraph, may be modified, or waived only in writing signed by all Parties. No waiver with respect to any portion of this Agreement shall apply to any other portion of the Agreement, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any Party, and no failure, omission, delay, or forbearance by any Party in exercising such Party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Agreement.
33. **INTERPRETATION OF AGREEMENT.** This Agreement shall be construed without regard to the Party or Parties responsible for its preparation and shall be deemed to have been prepared collectively by the Parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any Party hereto on the basis that a Party prepared or drafted a particular provision of this Agreement.
34. **COOPERATION OF PARTIES.** The Parties agree to cooperate to accomplish the purpose of this Agreement and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Agreement that are necessary and appropriate to give full force and effect to the terms and intent of this Agreement.

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

CITY ATTORNEY

Aaron Mouritsen

Telephone: 775-784-9860

Fax: 775-784-9868

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

Aaron Mouritsen

DATED this ____ day of _____, 20__.

CITY'S ORIGINATING DEPARTMENT:

Department: Utilities Department

Seong Kim, Utilities Director

DATED this ____ day of _____, 20__.

CONTRACT ACCEPTANCE AND EXECUTION:

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

FERNLEY:

NEAL MCINTYRE, MAYOR

DATED this ____ day of _____, 20__.

KIM SWANSON, CITY CLERK

DATED this ____ day of _____, 20__.

ATTEST:

_____, 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: _____ / Fax #: _____

E-mail Address: _____

(Signature of Contractor)

DATED this ____ day of _____, 20__.

STATE OF _____)

) ss

County of _____)

On this ____ day of , in the year 20__, before me, _____ / Notary Public, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

THIS PAGE INTENTIONALLY LEFT BLANK



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Seong Kim, Utilities Director, Filiga Farmer

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

Water Enterprise Fund

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible Action to approve the award of the Infiltration Basin Cleaning Services to Peek Brothers Construction for an amount not to exceed \$37,000 as listed in the submitted bid document.

AGENDA ITEM BRIEF:

The City of Fernley issued a request for proposals seeking qualified contractors to provide infiltration basin cleaning services at the Water Treatment Plant. The work includes removing approximately two feet of accumulated sediment, debris, and vegetation, and restoring/grading the basin and adjacent areas.

Bids were due on August 27, 2025, at 2:00 PM. Marshall's Sanitation submitted the lowest bid at \$35,000; however, the company did not include a City of Fernley business license or proof of insurance in its bid submission, which disqualified the proposal from consideration.

Staff recommends awarding the contract to Peek Brothers Construction, the second lowest bidder, in an amount not to exceed \$37,000, as the lowest responsive and responsible bid received.

RECOMMENDED MOTION:

"I move to award the contract for Infiltration Basin cleaning Services (RFP No. 2026.001) to Peek Brothers for an amount not to exceed \$37,000 as listed in the submitted bid document."

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 deny the award of this contract and provide staff with further direction.

BACKGROUND:

The infiltration basin at the Water Treatment Plant has accumulated approximately two feet of sediment over time. This sediment build-up has impacted the functionality of the basin and must be removed to maintain compliance with Nevada Division of Environmental Protection (NDEP) requirements and to restore the basin's intended operation.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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).

FINANCIAL IMPLICATIONS:

The cost of services will be paid by the Water Enterprise Fund in an amount not to exceed \$37,000.

ATTACHMENTS:

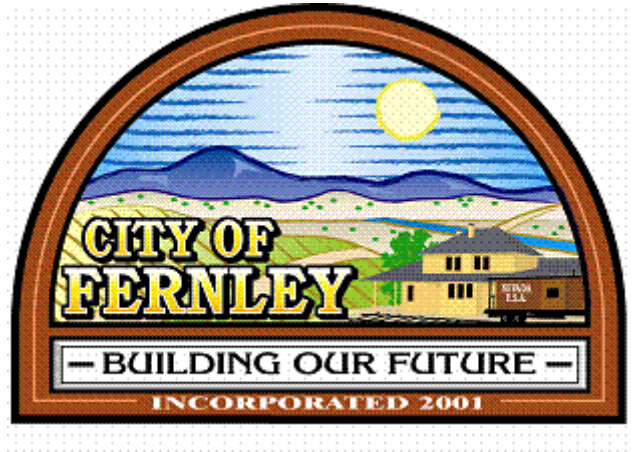
1. Bid Opening Table
2. Infiltration Basin Cleaning Services Bid Packet



2025 Infiltration Basin Cleaning Services Contract
City of Fernley – Utilities Department
Bid Opening – August 27th, 2025, at 2:00 PM

Name of Bidders	Total Proposal Amount
Patriot Environmental Services	Part A - \$72,044.99 Part B - \$39,319.53
Cutting Edge Construction	\$189,210
F.W. Carson Co.	\$69,452
Peek Brothers Construction	\$37,000
Marshalls Sanitation Service	\$35,000

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



Infiltration Basin Cleaning Services CONTRACT

BID OPENING: August 27th, 2025, 2:00 P.M

TABLE OF CONTENTS

Advertisement for Proposals	3
Information for Bidders	4
Preparation of Bid	4
Submission of Bids	5
No-Bid-No Response	5
Withdrawal of Bids	5
Late Bids	5
Award of Contracts	5
Bidder's Preference	5
Default of Contract	6
Appeal by Unsuccessful bidder	6
Appendix A-Specifications	7
Contract	8
Acknowledgement	23

ADVERTISEMENT FOR BIDS

For CITY OF FERNLEY (OWNER):

Sealed proposals will be received by the CITY OF FERNLEY UTILITIES DEPARTMENT for the Infiltration Basin Cleaning Services at the Water Treatment Plant, RFP No. 2026.001, at the office of the City of Fernley, 595 Silver Lace Blvd, Fernley, NV, until Wednesday, August 27, 2025 no later than 2:00 PM. Proposals will not be accepted after this time.

The Scope of Work consists of:

Removing approximately two feet of accumulated sediment and debris, including vegetation, from the infiltration basin located at the City's Water Treatment Plant. The contractor shall handle, transport, and dispose of material in compliance with all applicable state and federal regulations. Restoration of the basin and grading of the adjacent area are required.

Interested contractors must provide company background, proposed cleaning methods and equipment, schedule, lump sum or unit cost proposal, and references from at least two similar projects. Proposals will be evaluated based on experience, methodology, cost, and availability.

Proposals shall also include any miscellaneous charges such as minimal hourly charges travel charges, and/or mobilization/demobilization charges. The bids must include individual costs per specific item. Proposals must be submitted on the City of Fernley Bid Table.

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

Terms and conditions regarding this proposal as well as bid packages shall be obtained from the City of Fernley, Utilities Department, 595 Silver Lace Blvd, Fernley, NV 89408 or contact the Utilities Department at 775-784-9932.

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

Seong Kim, Utilities Director

INFORMATION FOR BIDDERS

1. PREPARATION OF BID:

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

2. SUBMISSION OF BIDS:

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

3. NO BID-NO RESPONSE:

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

4. WITHDRAWAL OF BIDS:

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

5. LATE BIDS:

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

6. BIDDER'S PREFERENCE:

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

7. AWARD OF CONTRACT:

- a. The contract shall be awarded to that responsible bidder whose bid conforms to the Invitation and whose bid is most advantageous to the City, price and other factors considered.
- b. The City reserves the right to reject any and all bids.
- c. The City may accept any item or group of items of any bid unless the bidder qualifies his bid by specific limitations.
- d. A signed City of Fernley purchase order, mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the bid, is a binding contract without further action by either party.

- e. Successful bidder must sign and enter into a Contract for Services of Independent Contractor (**Appendix B**) with the City of Fernley for a period not less than one year.
- f. Invoices issued as a result of this bid shall be processed for payment as each service and/or material is supplied to the City of Fernley.

8. DEFAULT OF CONTRACT:

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

9. APPEAL BY UNSUCCESSFUL BIDDER

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

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

APPENDIX A--SPECIFICATIONS

1. INTRODUCTION

The City of Fernley is requesting proposals from qualified contractors to provide cleaning services for the infiltration basin located at the City's Water Treatment Plant (WTP). The selected contractor will be responsible for removing accumulated sediment and debris from the basin in accordance with all applicable environmental and safety regulations. The City is also seeking qualified support from consultants or firms to assist with the overall RFP process, including contractor selection and construction management, as needed.

2. PROJECT BACKGROUND

The infiltration basin at the Fernley WTP has accumulated approximately two feet of sediment over time. This sediment build-up has impacted the functionality of the basin and must be removed to maintain compliance with Nevada Division of Environmental Protection (NDEP) requirements and to restore the basin's intended operation.

3. SCOPE OF WORK

The selected contractor shall:

- Mobilize equipment and personnel to the Water Treatment Plant site located in City of Fernley.
- Remove approximately two feet of accumulated sediment and spread it in the nearby area, which will also need to be graded.
- Remove debris, including dead and living vegetation, from the infiltration basin.
- Properly handle, transport, and dispose of removed material in compliance with state and federal regulations.
- Minimize disturbance to the surrounding environment and plant operations.
- Restore the basin to full operational condition following cleaning.
- Provide before and after photos and a short summary report documenting the work completed.
- Construction management to ensure quality, compliance, and timely completion.
- Development and administration of the Request for Proposal (RFP) document and process, including contractor evaluation and selection.

4. SITE VISIT (Optional/Recommended)

Interested contractors are encouraged to schedule a site visit by contacting Lina Farmer and emailing at lfarmer@cityoffernley.org by August 17th no later than 2:00 pm. This will allow contractors to better assess site conditions and estimate the scope of work.

5. PROPOSAL REQUIREMENTS

Proposals must include the following:

- Company background and relevant experience with similar projects
- Description of proposed cleaning method and equipment to be used
- Estimated project schedule, including mobilization time
- Proposed cost estimate (lump sum or unit pricing as appropriate)
- References from at least two similar completed projects

This bid is submitted on this _____ day of _____, 20_____.

Signature of Bid Preparer: _____

2025 Infiltration Basin Cleaning Contract Bid Table					
Item No.	Description of Work	Unit	Est. Qty	Unit Price (\$)	Proposal Amount:
1	Mobilization and Demobilization	LS	1		
2	Removal of Accumulated Sediment (approx. 2 feet)	CY			
3	Spreading and Grading of the Removed Sediment in the Nearby Area	LS	1		
4	Removal of Vegetation and Debris from Infiltration Basin. Dispose in Compliance with State and Federal Regulations.	LS	1		
5	Final Grading and Basin Restoration	LS	1		
6	Before-and-after photos and a Summary Report Documenting the Work Completed.	LS	1		
Total Bid					\$

This bid is submitted on this _____ day of _____, 20_____.

Signature of Bid Preparer: _____

APPENDIX B- Fernley Standard Contract for Services of Independent Contractor

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

and
Notice for the Contractor shall be sent to:

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 _____, (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”) shall not become effective until and unless approved by the Fernley City Council.
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 July 1, 2025 to June 30, 2026, subject to appropriation.
4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. 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, 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.

5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments (the "Attachments") in descending order of constructive precedence; the Attachments shall not contradict or supersede any specifications, terms or conditions required by the City without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENT A: (fill in with description or list N/A)

ATTACHMENT B: (fill in with description or list N/A)

ATTACHMENT C: (fill in with description or list N/A)

ATTACHMENT D: (fill in with description or list N/A)

6. **SCOPE OF WORK AND CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Attachment [REDACTED].

- A. The City will pay the Contractor a not-to-exceed (NTE) amount of \$ [REDACTED] for services in Attachment [REDACTED] based on actual time and materials. Contractor shall provide all services on a time and materials bases at the rates described in Attachment [REDACTED].
- B. The City will pay the Contractor a not-to-exceed (NTE) amount of \$ [REDACTED] for services in Attachment [REDACTED] based on actual time and materials. Contractor shall provide all services on a time and materials bases at the rates described in Attachment [REDACTED].
- C. Contractor will provide monthly invoices for all payments due under this Contract, and City shall pay the invoices within 45 days following receipt.

7. **ASSENT.** The parties agree that the terms and conditions listed on the Attachments are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

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 upon completion of the work for City's records within 60 days of completion of the work.

- B. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum seven years 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, and (2) unilateral termination by either party after service of formal 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, and is subject to statutory limitations. 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:

- a. 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
 - b. 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
 - c. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - d. If the City materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - e. If it is found by the City that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - f. If it is found by the City that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- 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:
 - a. 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.

- b. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so, requested by the City.
- c. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so, requested by the City; and
- d. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with paragraph (22).

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, and to a prevailing party's reasonable attorney's fees and costs. It is specifically agreed that reasonable attorney's fees for the City shall include, without limitation, \$200 per hour for attorneys. The City may set off consideration against any unpaid obligation of Contractor.
12. **ATTORNEYS' FEES, COSTS, AND EXPENSES.** Unless otherwise stated herein, the Parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Agreement.
13. **LIMITED LIABILITY.** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
14. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
15. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees, and costs, arising out of any alleged acts or omissions or misconduct

of Contractor, its officers, employees, and agents, but not excluding the City's right to participate.

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 detail's incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.
17. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the City, Contractor, as an independent contractor and not an employee of the City, must carry policies of insurance in 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:

- A. Final acceptance by the City of the completion of this Contract; or
- B. 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.

Workers' Compensation and Employer's Liability Insurance:

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

_____ has entered into a contract with Owner to perform work from _____ to _____ 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:

- A. 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
- B. Contractor is otherwise in compliance with those terms, conditions, and provisions.

Commercial General Liability Insurance:

- A. Minimum Limits required:
 - \$1,000,000** General Aggregate
 - \$1,000,000** Products & Completed Operations Aggregate
 - \$1,000,000** Personal and Advertising Injury
 - \$1,000,000** Each Occurrence
- B. 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).

Business Automobile Liability Insurance:

- A. Minimum Limit required: **\$100,000** Each Occurrence for bodily injury and property damage.
- B. 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.

Professional Liability Insurance:

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

Umbrella or Excess Liability Insurance:

- A. May be used to achieve the above minimum liability limits.
- B. Shall be endorsed to state it is “As Broad as Primary Policy.”

Commercial Crime Insurance:

- A. Minimum Limit required: **\$10,000** Per Loss for Employee Dishonesty

- B. 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.

Performance Security:

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

General Requirements:

- A. 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.
- B. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- C. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- D. 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.
- E. 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.
- F. Approved Insurer: Each insurance policy shall be:
 - a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made, and
 - b. Currently rated by A.M. Best as “A- VII” or better.

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

- A. **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.
- B. **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.
- C. **Schedule of Underlying Insurance Policies:** If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the Underlier Schedule from the Umbrella or Excess insurance policy may be required.

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

Required Mailing: Contractor will mail all required insurance documents to the City at the address identified on page one of this Contract.

18. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
19. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other default or breach.

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

- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or 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:
- A. Any federal, state, county or local agency, legislature, commission, counsel, or board.
 - B. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county, or local agency; legislature, commission, counsel, or board.
26. **WARRANTIES.**
- A. **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
 - B. **System Compliance.** Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the City. This warranty includes, without limitation, century

recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

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 such courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each Party to this Agreement accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement.
29. **INTEGRATED AGREEMENT.** This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.
30. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
31. **ADVICE OF COUNSEL.** Each Party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Agreement or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Agreement in reliance on that and not in

reliance on any advice, disclosure, representation, or information provided by or expected from any other Party or Party's attorneys. This is an agreement of settlement and compromise, made in recognition that the Parties may have different, disputed, or incorrect understandings, information, and contentions, as to facts and law, and with each Party compromising and settling any potential correctness or incorrectness of its understandings, information, and contentions as to the facts, law, claims, duties, disclosures, and conduct occurring before or during the entry into this Agreement. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

32. **MODIFICATION; NO WAIVER.** The provisions of this Agreement, including this paragraph, may be modified, or waived only in writing signed by all Parties. No waiver with respect to any portion of this Agreement shall apply to any other portion of the Agreement, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any Party, and no failure, omission, delay, or forbearance by any Party in exercising such Party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Agreement.
33. **INTERPRETATION OF AGREEMENT.** This Agreement shall be construed without regard to the Party or Parties responsible for its preparation and shall be deemed to have been prepared collectively by the Parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any Party hereto on the basis that a Party prepared or drafted a particular provision of this Agreement.
34. **COOPERATION OF PARTIES.** The Parties agree to cooperate to accomplish the purpose of this Agreement and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Agreement that are necessary and appropriate to give full force and effect to the terms and intent of this Agreement.
35. **ACKNOWLEDGMENT AND EXECUTION.** In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby:

CITY ATTORNEY

Aaron Mouritsen

Telephone: 775-784-9860

Fax: 775-784-9868

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

Aaron Mouritsen
DATED this ____ day of _____, 20__.

CITY'S ORIGINATING DEPARTMENT:

Department: Utilities Department

Seong Kim, Utilities Director
DATED this ____ day of _____, 20__.

CONTRACT ACCEPTANCE AND EXECUTION:

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

FERNLEY:

NEAL MCINTYRE, MAYOR
DATED this ____ day of _____, 20__.

KIM SWANSON, CITY CLERK
DATED this ____ day of _____, 20__.

ATTEST:

_____, 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: _____ / Fax #: _____

E-mail Address: _____

Infiltration Basin Cleaning Services Contract Bid

(Signature of Contractor)

DATED this ____ day of _____, 20__.

STATE OF _____)

) ss

County of _____)

On this ____ day of , in the year 20__, before me, _____ / Notary Public, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

THIS PAGE INTENTIONALLY LEFT BLANK



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Ana Navarro, Seong Kim, Utilities Director

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

510-166100

ACTION REQUESTED: Consent

AGENDA ITEM:

Consideration and possible action to approve a Professional Services Agreement with Shaw Engineering for the Water Treatment Plant -Treated Water Reservoir 1 Rehabilitation and Surface Water Improvements in an amount not to exceed \$116,800.

AGENDA ITEM BRIEF:

Engineering services were requested after a dive inspection conducted in 2019 identified interior and exterior coating deterioration, aging appurtenances, and corrosion control issues requiring attention. In addition, future surface water integration requires modifications, including baffle curtain installation and improvements to tank mixing and flow controls.

RECOMMENDED MOTION:

"I move to approve the Professional Services Agreement with Shaw Engineering for the Water Treatment Plant – Treated Water Reservoir 1 Rehabilitation and Surface Water Improvements in an amount not to exceed \$116,800."

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:

1. Approve the Professional Services Agreement with Shaw Engineering in the amount of \$116,800.
2. Reject the proposal and direct staff to re-solicit services from other qualified engineering firms, which may delay the project.
3. Provide alternative direction to staff.

BACKGROUND:

The City of Fernley operates Treated Water Reservoir 1 (TWR1) at the Water Treatment Plant. A dive inspection conducted in 2019 identified deterioration of interior and exterior coatings, aging appurtenances, and corrosion control issues that required attention. Additionally, future surface water integration requires modifications, including the installation of baffle curtains and improvements to tank mixing and flow controls.

The Utilities Department has requested that Shaw Engineering, which has previously provided engineering services to the City, prepare design documents, provide permitting support, and manage construction for the rehabilitation of TWR1 and related improvements. The scope will ensure the reservoir remains structurally sound, compliant with Nevada Administrative Code (NAC) 445A, and ready for surface water use.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Administrative Code (NAC) 445A

FINANCIAL IMPLICATIONS:

The not-to-exceed fee for this agreement is **\$116,800**, to be billed on a time-and-materials basis per Shaw Engineering's 2025 fee schedule. Funding will be allocated from the Utilities Department not included in FY26 budget.

ATTACHMENTS:

1. COFTWR~1



August 25, 2025

Ms. Ana Navarro

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

**Re: Proposal for Engineering Services
Water Treatment Plant – Treated Water Reservoir 1 Rehab and Surface Water
Improvements**

Dear Ms. Navarro:

At your request, Shaw Engineering (Shaw) is pleased to submit this proposal for engineering design services for the Water Treatment Plant – Treated Water Reservoir 1 Rehab and Surface Water Improvement Project. The services listed below will include specification of an interior and exterior coating rehabilitation, modifications to tank appurtanances, specification for replacement of corrosion protection anodes and design for the installation of a baffle curtain to meet future requirements for surface water implementation.

Task 1.0 Condition Assessment & Preliminary Evaluation

This task will include a review of the most recent dive report inclusive of photographs and recommendations. The review will include visual inspection of structural components (foundation, rafters, support joists, dollar plate, center column, seismic anchors, etc). In addition Shaw will review anode degradation, and CP rectifier settings to determine the estimated remaining life of the existing corrosion protection system.

Task 2.0 Improvement Design and Specification

This will utilize the findings developed in Task and provide the require design drawings and technical specifications to receive a permit to construct the project from the Nevada Division of Environmental Protection – Bureau of Safe Drinking Water and to prepare for the utilization of surface water. A review of the 2019 Treated Water Reservoir #1 Dive Report conducted by Aqua Video Engineering was performed and it is estimated the following improvements will be required. The actual improvements will be verified once the dive inspection report to be completed in the summer/fall 2025 is received and reviewed.

- Complete Sandblast and Recoat
 - Interior Roof
 - Interior Knuckle
 - Interior Shell
 - Interior Floor

- Surface Preparation and Overcoat
 - Exterior Shell
 - Exterior Knuckle
 - Exterior Roof
- Modification to Center Vent
 - Installation of Crow's Nest type Center Vent Structure
- Replacement of Exterior Ladder
 - Installation of two tiered ladder with intermediate platform and cage
- Installation of Perimeter guardrail on roof
- Replacement of corrosion protection anodes
- Installation of Inlet valve connecting the TWR#2 outlet to the TWR #1 Inlet

At the 30%, 60%, and 100% design stages, Shaw will provide all documentation to City staff for review and commentary.

Task 3.0 Permitting and Bidding Support

Once all design drawings and specifications have been completed and reviewed by the City, Shaw Engineering will develop an NAC 445A compliance report detailing how the project meets the requirements of NAC 445A.67065 thru 445A.67095 applicable. The compliance report, design drawings, technical specifications and water project application will then be submitted to NDEP-BSDW Engineering department for review and approval.

Once NDEP-BSDW Engineering approval has been received, Shaw Engineering will advertise for Bids using the Engineers Joint Contract Document Committee (EJCDC) C-Series Agreement documents to be used for a construction contract between the successful bidder and the City of Fernley. Shaw will advertise bids using Quest CDN and the Reno Gazette Journal, respond to bidder RFI's, participate in a pre-bid meeting and site walk, prepare document requirements, assist in bid opening, and provide a recommendation of award following bid opening.

Task 4.0 Construction Management and Inspections

This task include all tasks to be performed during the construction phase of the project. It is estimated the project will take approximately 5 months to complete from issuance of the Notice to Proceed to Substantial Completion. Shaw Engineering will review material submittals, shop drawings, respond to contractor RFIs, and provide recommendations to City Staff based on contractor change order requests. Shaw Engineering will also perform half time inspections/construction observation throughout the course of the project. A daily field report will be completed detailing the work completed during that construction day and any changes made to the original design plans. Shaw Engineering will coordinate with the contractor and city staff to setup monthly construction progress meetings to ensure the project schedule is being followed and if any delays or modifications to the construction schedule are

anticipated. Lastly, Shaw Engineering will review all payment applications for accuracy before providing a recommendation of payment from the City to the Contractor.

Task 5.0 Project Closeout and Documentation

This task includes preparation of all project closeout documents including record drawings, BSDW completion reports and review of water quality, substantial completion site walk, final completion site walk, and recommendation for final payment.

The following assumptions have been made for this proposal.

- The schedule below is based on a contract execution date of October 1, 2025 and construction phase budget approval for FY 2026/2027
- The city will provide the dive report to be completed in the summer/fall 2025
- It is estimated that construction will take approximately 5 months to from Notice to Proceed to Final Completion.

Project Schedule

<u>Deliverable/Milestone</u>	<u>Projected Timeline</u>
Condition Assessment Report	10/22/25
30% Design	11/26/25
60% Design	1/21/26
100% Design, Technical Specifications and Compliance Report	3/4/26
BSDW Permitting	3/11/26 - 6/3/26
Bid Advertisement	6/24/26
Bid Opening	7/23/26
Fernley City Council Award	8/05/26
Construction Phase Services	8/17/26 – 1/15/27
Record Drawings	1/29/27

Cost Proposal

Our fee to complete the tasks outlined above are as follows.

Task 1.0	Condition Assessment & Preliminary Evaluation	\$	8,400
Task 2.0	Improvement Design and Specification	\$	22,400
Task 3.0	Permitting and Bidding Support	\$	11,800
Engineering Phase Subtotal		\$	42,600
Task 4.0	Construction Management and Inspections		
Task 4.1	Construction Management	\$	16,000
Task 4.2	Inspections	\$	55,600
Task 5.0	Project Closeout and Documentation	\$	2,600
Construction Phase Subtotal		\$	74,200
Total		\$	116,800

The work listed above will be billed based on time and materials at the fee schedule attached not to exceed **\$116,800**.

Thank you for the opportunity to submit this proposal. If you have any questions, please email or call.

Sincerely,

SHAW ENGINEERING



Owen Wurgler, P.E., Msc.
Principal Engineer
owen@shawengineering.com
(775) 329-5559

2025 FEE SCHEDULE

PROFESSIONAL

Senior Principal	\$215.00/hr
Principal	\$200.00/hr
Project Manager	\$170.00/hr
Senior Engineer	\$160.00/hr
Professional Engineer II	\$150.00/hr
Professional Engineer I	\$140.00/hr
Staff Engineer II	\$120.00/hr
Staff Engineer I	\$110.00/hr
Expert Testimony	
Consultations	\$250.00/hr
Reports/Preparations	\$500.00/hr
Trial/Depositions	\$750.00/hr (4 hr.Min.)

TECHNICAL

Engineering Technician	\$ 100.00/hr
Project Coordinator	\$ 100.00/hr
Drafting/Technician II	\$ 95.00/hr
Drafting/Technician I	\$ 85.00/hr
Construction Inspector II	\$ 110.00/hr
Construction Inspector I	\$ 100.00/hr

ADMINISTRATIVE

Office Administrator	\$ 95.00/hr
Administrative Assistant II	\$ 75.00/hr
Administrative Assistant I	\$ 70.00/hr

OTHER

Subconsultants	Cost + 15%
Mileage	\$0.85/mile
Per Diem	\$150.00/day
Expenses	At Cost

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



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Treston Rodriguez

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-610-322 (Professional Services
– Other)

ACTION REQUESTED: Consent

AGENDA ITEM:

(For Possible Action) Possible action to approve a contract with Kimley-Horn for development of the South Fernley Area Plan in an amount not to exceed \$173,200.

AGENDA ITEM BRIEF:

The City's Comprehensive Master Plan identifies the need for a South Fernley Area Plan to complete the series of long-range planning efforts that include the North and Southwest Area Plans. The South Area Plan will guide future land use, housing, transportation, utility, and community service decisions in one of Fernley's last major growth areas. With Fernley's population projected to double over the next 20 years, this plan will be critical for managing demand for housing, supporting economic development, and preserving rural character along Farm District Road and Desert Shadows Lane. Approval of this contract ensures that the City has a complete framework of area plans to coordinate future growth and implement long-range goals.

RECOMMENDED MOTION:

N/A

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

If removed from the Consent agenda: “I move to approve a contract with Kimley-Horn to develop the South Fernley Area Plan in an amount not to exceed \$173,200.”

BACKGROUND:

The North and Southwest Fernley Area Plans were adopted by the City Council in 2025, establishing a long-term framework for land use, housing, transportation, and infrastructure in those subareas. The Comprehensive Master Plan also identifies the need for a South Fernley Area Plan as the final major component of the City’s area planning program. Completion of this plan ensures that all of Fernley’s key growth areas are covered by consistent, community-driven long-range policies.

The South Area Plan will build on the vision and land use assumptions established in the City’s Comprehensive Master Plan and other adopted Area Plans. It will provide detailed guidance on land use, infrastructure, fiscal impacts, and water capacity to ensure that new development is served by adequate public facilities. The plan will also help the City and private developers align growth with infrastructure phasing, and will serve as a foundation for updates to the City’s Capital Improvement Plan and potential impact fee programs.

Contracting with Kimley-Horn, who authored the North and Southwest Area Plans and the Transportation Master Plan (TMP), provides the City with continuity, technical expertise, and an established working relationship with the development community. This ensures the South Fernley Area Plan will be coordinated with prior planning efforts and responsive to both community needs and market realities.

Kimley-Horn has been selected to develop the South Area Plan. Their proposal includes:

- Existing Conditions & Market Analysis – Assessing land use, demographics, infrastructure, and market potential.
- Community and Stakeholder Engagement – Robust public input, surveys, open houses, and workshops with Planning Commission and City Council.
- Visioning and Goal Setting – Establishing a community-driven vision and goals.
- Area Plan Development – Creating framework maps, a future land use plan, fiscal impact analysis, and water capacity analysis.
- Implementation Strategy – Developing an implementation matrix that identifies responsibilities, timelines, capital improvements, and funding sources.
- Plan Adoption Support – Drafting and finalizing the plan through Planning Commission and City Council adoption.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

The proposed contract and Infrastructure Plan are subject to the following statutory and regulatory framework:

- NRS Chapter 266 (General Law for Incorporated Cities): Authorizes the City to contract for professional planning services.
- NRS Chapter 278 (Planning and Zoning): Requires that area plans be consistent with the adopted Comprehensive Master Plan.
- NRS Chapter 278B (Impact Fees for New Development): Provides authority to adopt impact fees, which may be informed by the South Area Plan’s implementation strategy.
- NRS Chapter 237 (Business Impact Statements): Clarifies that business impact statements are not required for this action.
- NAC 445A.6711 (Public Water Systems): Establishes requirements for water system capacity, relevant to

the plan's water analysis.

Together, these provisions ensure that the Infrastructure Plan is legally defensible, equitable, and aligned with state law.

FINANCIAL IMPLICATIONS:

The contract with Kimley-Horn is in an amount not to exceed \$173,200, budgeted under Account 100-610-322 (Professional Services – Other).

This funding covers all tasks required for preparation of the South Area Plan, including data collection, analysis, community engagement, plan drafting, and adoption support. The plan will also provide fiscal impact and water capacity analyses to inform future infrastructure planning and capital investments.

Much of the long-term implementation cost is expected to be borne by developers through impact fees, required improvements, and partnerships, reducing direct fiscal burden on the City .

ATTACHMENTS:

1. Contract-KH and COF-South Area Plan
2. Kimley-Horn Proposal for the City of Fernley South Area Plan

CONTRACT

A Contract For Planning Consulting Services (South Fernley Area Plan)

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

and

Kimley-Horn
7900 Rancharrah Parkway, Suite 100
Reno, NV 89511

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

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

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

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

1. **CONTRACT TERM.** This Contract shall be effective from the day it is approved by the City (September 17, 2025) and, subject to appropriation, shall remain in full force and effect until the services are completed unless terminated earlier pursuant to Section 6.

2. **CONTRACTOR'S SERVICES.**

A. Description of Services. Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.

B. Performance Standards. In performing the services set forth in this Contract, Contractor shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract.

C. Changes to Contractor's Services. The City may, at any time, make changes to the services to be performed by Contractor under this Contract. If the change

CONTRACT

A Contract For Planning Consulting Services (South Fernley Area Plan)

requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment may be made in the compensation to be paid to Contractor.

- D. Cooperation with City.** Contractor agrees that its officers, associates, employees, and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

3. **COMPENSATION AND TERMS OF PAYMENT.**

- A. Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment B and incorporated herein by this reference.
- B. Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.
- C. Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).

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

If to the City: Planning Director
 City of Fernley
 595 Silverlace Blvd.
 Fernley, NV 89408

If to Contractor: Kimley-Horn
 7900 Rancharrah Parkway, Suite 100
 Reno, NV 89511

CONTRACT

A Contract For Planning Consulting Services (South Fernley Area Plan)

5. INSPECTION & AUDIT.

- A. Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- B. Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.
- C. Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

6. TERMINATION OR SUSPENSION.

- A. Suspension.** The City may suspend, without cause, the performance by Contractor under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Contractor. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay Contractor the amount of compensation earned as of the effective date of the suspension.
- B. Termination Without Cause.** The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or

CONTRACT

A Contract For Planning Consulting Services (South Fernley Area Plan)

default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.

- C. Termination for Non-Appropriation.** Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.
- D. Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:
1. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
 2. 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
 3. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.
- E. For Cause Termination and Time to Correct.** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

CONTRACT

A Contract For Planning Consulting Services (South Fernley Area Plan)

1. Terminate this Contract, suspend payment of all pending invoices otherwise due to the Contractor hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Contractor any additional cost for completing this Contract;
2. Terminate this Contract, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or
3. Continue with the performance by the Contractor and serve within a reasonable time after completion of the Contract a notice of claim or dispute.

F. Winding Up Affairs upon Termination. In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:

1. 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.
2. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;
3. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
4. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
5. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).

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

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

CONTRACT

A Contract For Planning Consulting Services (South Fernley Area Plan)

9. **LIMITED LIABILITY.** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
10. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
11. **INDEMNIFICATION.** The City does not require the Contractor to defend, indemnify or hold harmless the public body or the employees, officers or agents of that public body from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the public body.

The City does require the Contractor to indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor in the performance of the contract.

The City does not require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor. If the Contractor is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body, as reimbursement for the attorney's fees and costs incurred by the public body in defending the action, by the Contractor in an amount which is proportionate to the liability of the Contractor.

The City does require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses,

CONTRACT

A Contract For Planning Consulting Services (South Fernley Area Plan)

claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are not based upon or arising out of the professional services of the Contractor.

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

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

CONTRACT

A Contract For Planning Consulting Services (South Fernley Area Plan)

of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

COF

CTR

A. Workers' Compensation and Employer's Liability Insurance. Industrial insurance protecting Contractor and the City from potential employee claims based upon job-related sickness, injury, or accident, during the performance of this Contract.

1. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627.
2. Prior to commencing any work, Contractor shall complete and provide the following written request to a qualified insurer:
 - a. CONTACTOR NAME has entered into a contract with Owner to perform work from THE ____ DAY OF _____, 20__ to THE ____ DAY OF _____, 20__ and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

3. 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.
4. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:
 - a. 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
 - b. Contractor is otherwise in compliance with those terms, conditions and provisions.

COF

CTR

CONTRACT

A Contract For Planning Consulting Services (South Fernley Area Plan)

B. Commercial General Liability Insurance

1. Minimum Limits required:

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

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

COF	CTR
-----	-----

C. Business Automobile Liability Insurance

1. Minimum Limit required: **\$150,000** Each Occurrence for bodily injury and property damage. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
2. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

COF	CTR
-----	-----

D. Umbrella or Excess Liability Insurance

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

COF	CTR
-----	-----

E. Commercial Crime Insurance

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

COF	CTR
-----	-----

F. 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.

CONTRACT

A Contract For Planning Consulting Services (South Fernley Area Plan)

4. Upon successful completion of this Contract, the security and all interest earned, if any, shall be returned to Contractor.

G. General Requirements.

1. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
2. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
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 issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.

14. 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

CONTRACT

A Contract For Planning Consulting Services (South Fernley Area Plan)

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.
4. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

16. **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. It is important to note:

A. Contractor is required to obtain a City of Fernley business license prior to commencing work unless Contractor qualifies for an

CONTRACT

A Contract For Planning Consulting Services (South Fernley Area Plan)

exception. Contractor is also required to provide a W-9 to the City's Finance Department.

B. Contractor is required to research and determine if Contractor must comply with:

1. Buy America Requirements
2. Prohibition against Boycott Israel provisions in NRS in Public Works contracts
3. Prevailing Wage Requirements
4. Apprenticeship Utilization Act

17. 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.

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

19. 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.

20. 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

CONTRACT

A Contract For Planning Consulting Services (South Fernley Area Plan)

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.

- 21. 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.
- 22. 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.)
- 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

CONTRACT

A Contract For Planning Consulting Services (South Fernley Area Plan)

any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency, legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

- 24. GENERAL WARRANTY.** Notwithstanding any provision herein to the contrary, with respect to the performance of professional services, Contractor shall exercise the same degree of care, skill, and diligence in the performance of professional services as is ordinarily possessed and exercised by a professional under similar circumstances.
- 25. PROPER AUTHORITY.** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
- 26. GOVERNING LAW; VENUE.** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.
- 27. INTEGRATED CONTRACT.** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital. In the event of any conflict between the terms hereof and the Contractor's terms and conditions, the terms of this Contract shall control and govern.
- 28. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall

CONTRACT

A Contract For Planning Consulting Services (South Fernley Area Plan)

constitute one Agreement. To facilitate execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by electronic email, telephone, or facsimile. This Agreement may also be executed and delivered by any digital or electronic signature complying with the Electronic Signatures in Global and National Commerce Act and Nevada Revised Statutes 719.260, the terms and effect of which statutes are incorporated herein by this reference, including, without limitation, portable document format (.pdf). The parties agree that www.docusign.com shall be an acceptable digital or electronic signature provider.

- 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 Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.
- 30. MODIFICATION; NO WAIVER.** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.
- 31. INTERPRETATION OF AGREEMENT.** This Contract shall be construed without regard to the party or parties responsible for its preparation, and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.
- 32. COOPERATION OF PARTIES.** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract

CONTRACT

A Contract For Planning Consulting Services (South Fernley Area Plan)

that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.

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

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

Dated: _____

CITY OF FERNLEY

APPROVED AS TO FORM:

Dated: _____

Neal E McIntyre, Mayor

Aaron Mouritsen, City Attorney

ATTEST:

Kimberly Swanson, City Clerk

CONTRACT

A Contract For Planning Consulting Services (South Fernley Area Plan)

CONTRACTOR, being first duly sworn, deposes and says: That Kimley-Horn is the Contractor; that Brian Smalkoski has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Brian Smalkoski

TITLE: Principal-in-Charge

FIRM: Kimley-Horn

BUSINESS LICENSE #:

Address: 7740 North 16th Street, Suite 300

City: Phoenix State: AZ Zip Code: 85020

Telephone: 602-906-1100 Fax #: N/A

E-mail Address: brian.smalkoski@kimley-horn.com

(Signature of Contractor)

DATED this ____ day of _____, 2023.

STATE OF _____)
County of _____) ss

On this _____ day of _____, in the year 20____, before me, _____ / Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

Proposal for: CITY OF FERNLEY

South Fernley Area Plan

AUGUST 15, 2025



Prepared for

**CITY OF
FERNLEY**

Prepared by

Kimley»Horn
Expect More. Experience Better.



Cover Letter



August 15, 2025
City of Fernley
Michelle Rambo, AICP, Planning Director
595 Silver Lace Boulevard
Fernley, NV 89408

KIMLEY-HORN
7900 Rancharrah Parkway
Suite 100
Reno, NV 89511
www.kimley-horn.com

RE: Proposal for the South Fernley Area Plan

Dear Ms. Rambo and Members of the Selection Committee:

Kimley-Horn appreciates the opportunity to continue to partner with you to provide innovative and technically credible solutions to accommodate the City of Fernley's (City's) future growth. We appreciate the City's interest in developing the South Fernley Area Plan and we thank you for your time to consider our accompanying proposal. Our proposed team represents a comprehensive mix of national experience and local knowledge that will provide the City with a community-based planning approach paired with a strategic implementation strategy that will achieve the vision and outcomes that we will jointly identify at project onset.

Our approach is responsive to the scope of work outline contained in the Request for Proposals (RFP) and includes strategies that we have found successful on similar efforts around the country, including the North and Southwest Fernley Area Plans. This approach is based on an effective communication strategy with local stakeholders, elected officials, City staff, and residents. We have found that successful plans lead to successful outcomes with a strong foundation of community engagement. In partnership with the City, we will craft a plan for the South Fernley area that addresses the technical areas outlined in the RFP, including land use, transportation and roadway, floodplain, open space, utility infrastructure, community services, and more. In addition to the Area Plan development, we will work with the City and local developers to craft an implementation strategy that identifies responsibilities and timelines to achieve the plan's objectives.

Our team offers the following benefits that make us uniquely suited to support the City on this initiative:

- ✓ **We do not represent the private development community.** Our recommendations are unbiased and rooted solely in the City's best interests. We are free from conflicts of interest with private developers and are fully committed to serving as your trusted advisor whose attention is focused on this effort and the City's long-term success.
- ✓ **We bring a deep understanding of Fernley's community values.** Our familiarity with the City has been cultivated through past community engagement efforts which give us insight into the priorities, concerns, and aspirations of residents and stakeholders. This perspective aligns our work with the City's vision and helps us deliver solutions that reflect your priorities. To build on this foundation, we have assembled a proven team led by Project Manager Blake Young, AICP and Deputy Project Manager Ines Galmiche, AICP.
- ✓ **Our local and national experts are prepared to fully lean into our role as the City's go-to consultant.** Our team is ready to serve as an extension of City staff, providing responsive, collaborative, and technical support throughout the project and beyond. We value our partnership with the City, which is firmly rooted in our understanding of local conditions, as well as the City's vision for the rapidly developing community you serve.



- ✓ **Our familiarity with the City's planning vision uniquely positions our team with unmatched insight into your planning framework.** As the authors of the North and Southwest Area Plans, we understand the City's need to finalize the last remaining area plan identified in the Comprehensive Master Plan and are ready to deliver a South Area Plan that balances rural character with future growth. **Our team doesn't just understand Fernley's vision; we helped shape it.** We know how to complete the puzzle, and we're ready to do it.

Our proven track record with the City has shown that you can rely on us to look out for your best interests and those of your constituents and stakeholders while reducing risk, consistently meeting deadlines and budgets, and delivering fully on our commitments. **We pledge to continue the same level of service you have come to expect from Kimley-Horn.**

We appreciate the opportunity to support this important initiative and look forward to the possibility of working together again to shape Fernley's future growth. We have reviewed the agreement included with the RFP and look forward to negotiating a mutually acceptable contract based on our previous agreements with the City. Please contact Project Manager/Primary Contact Blake Young at 720.647.6163 or blake.young@kimley-horn.com with any questions. We thank you for your time considering our proposal and are excited for the opportunity to serve as the City's trusted advisor.

Sincerely,

KIMLEY-HORN



Blake Young, AICP
Project Manager/Primary Contact



Brian Smalkoski, PE, AICP, PTP, PTOE
Vice President/Authorized Signer

PERSONS AUTHORIZED TO REPRESENT THE FIRM



Blake Young, AICP
Project Manager/Primary Contact
1125 17th Street, Suite 1400
Denver, CO 80202
720.647.6163
blake.young@kimley-horn.com



Ines Galmiche, AICP
Deputy Project Manager
1125 17th Street, Suite 1400
Denver, CO 80202
720.541.5671
ines.galmiche@kimley-horn.com



Brian Smalkoski, PE, AICP, PTP, PTOE
Vice President/Authorized Signer
1661 East Camelback Road, Suite 400
Phoenix, AZ 85016
602.906.1100
brian.smalkoski@kimley-horn.com



Technical Experience



Technical Experience

Kimley-Horn has a hard-earned reputation for continually raising the bar, setting industry standards, and turning our clients into enthusiastic fans. For more than 58 years, we have partnered with public-sector clients across the country to create growth and development plans that balance economic, environmental, and social values. Our firm has extensive experience bridging the gap between private developers, municipalities, and the vision of the community.

The projects listed below and on the following pages highlight our team's most relevant experience with long-range planning efforts as well as projects we have completed for the City.

CITY OF FERNLEY, NORTH AND SOUTHWEST AREA PLANS AND DESIGN GUIDELINES

FERNLEY, NV

Client Reference: City of Fernley, Michele Rambo, AICP, Planning Director, 775.784.9815, mrambo@cityoffernley.org

These plans establish guidance for the use and development of the North and Southwest Fernley areas and are intended to be used by City staff, prospective applicants, and property owners to understand the vision and expectation of future development. These plans supersede the Fernley Comprehensive Master Plan and guide policy and regulatory decisions that are made after the plan adoptions. The Land Use Plan establishes the land uses permitted and encouraged within the plan areas. Through these plans and the adjoining design guidelines, future development is guided in a manner that corresponds with the vision and goals for the areas. Prospective applicants should consult the area plans to be well informed on permitted area uses, and should subsequently refer to design guidelines for more direction on new development expectations. City and elected officials will refer to these plans and the design guidelines when reviewing project applications to ensure consistency.

- **Project Similarities:** These plans provide a land use framework and development guidance for North and Southwest Fernley; inform City staff, developers, and property owners of future development expectations; and support policy, zoning, and regulatory decisions with a focus on aligning growth with a shared community vision and design standards.



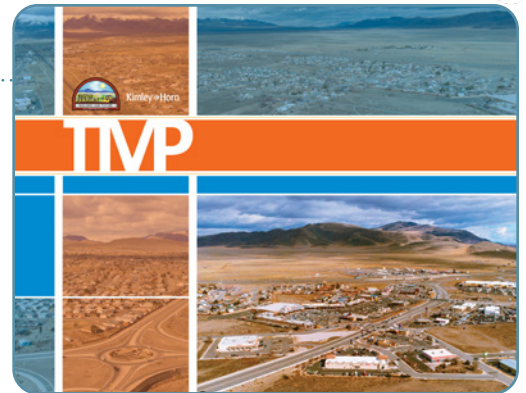
CITY OF FERNLEY, TRANSPORTATION MASTER PLAN (TMP)

FERNLEY, NV

Client Reference: City of Fernley, Jessica Dover, Senior Project Manager, 775.784.9919, jdover@cityoffernley.org

Kimley-Horn prepared a TMP for the City that included a review of the existing and future conditions for the City's multimodal transportation network including roadways, parking, transit, bicycle, and pedestrian facilities with recommendations for enhancement. The effort included transportation network analysis in conjunction with development of a citywide traffic model or forecasting tool. **The scope of services included public and stakeholder outreach, existing conditions inventory and gap analysis, Complete Streets evaluation, analysis of future trends, defining funding strategies, and creating a final TMP report.**

- **Project Similarities:** *The TMP guides future development in Fernley's North and Southwest areas, informs land use decisions, supersedes the Comprehensive Master Plan, and ensures consistency with the City's vision through coordinated policy and design standards.*



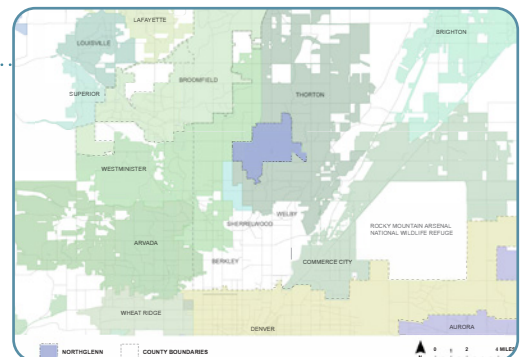
CITY OF NORTHGLENN, 104TH AREA PLAN

NORTHGLENN, CO

Client Reference: City of Northglenn, Becky Smith, Planning Manager, 303.450.8741, bsmith@northglenn.org

The 104th Area Plan re-envision the future of Northglenn's Marketplace center, nestled between I-25 and single-family neighborhoods. Once an indoor mall, and now predominantly a strip mall with surplus parking space, the Area Plan is intended to be a reflection of the community's needs and vision. **Through extensive community engagement and collaboration with property owners, the Plan will provide future land uses, design elements, and implementation actions to revive the area, turning it into a central destination for Northglenn residents and visitors alike, with employment opportunities and attractions for all ages and incomes.**

- **Project Similarities:** *The 104th Area Plan establishes a community-driven vision for future land uses, integrates design standards and implementation strategies, and guides redevelopment in a key area through coordinated planning and stakeholder engagement to support economic development and local identity.*



CITY OF NORTHGLENN, SECTION 36 SUBAREA PLAN

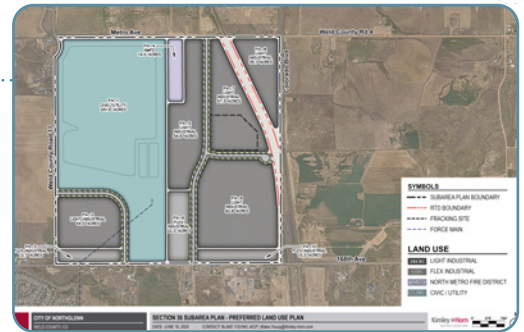
NORTHGLENN, CO

Client Reference: City of Northglenn, Becky Smith, Planning Manager, 303.450.8741, bsmith@northglenn.org

The Section 36 Area Plan establishes a future for the City of Northglenn's last remaining vacant land. This section of land, located five miles north of Northglenn proper, hosts the City's wastewater treatment facility, North Metro Fire Rescue District's training center, and an oil fracking operation.

The purpose of the project is to identify successful, future land uses for the site in a manner that protects the wastewater treatment facility, encourages economic development for the city, provides employment opportunities, and aligns with the City's adopted sustainability goals. Challenging development constraints due to odor, fracking setbacks, flood zones, and roadway capacity have led to creative problem solving and visioning to ensure the City remains a good neighbor while continuing to serve the community.

- **Project Similarities:** *The Section 36 Area Plan defines a long-term vision for future land uses, addresses infrastructure and development constraints, supports economic development and employment goals, and provides policy guidance to ensure future growth aligns with the City's sustainability objectives and community-serving facilities.*



ADAMS COUNTY, COLORADO AIR AND SPACE PORT SUBAREA PLAN

ADAMS COUNTY, CO

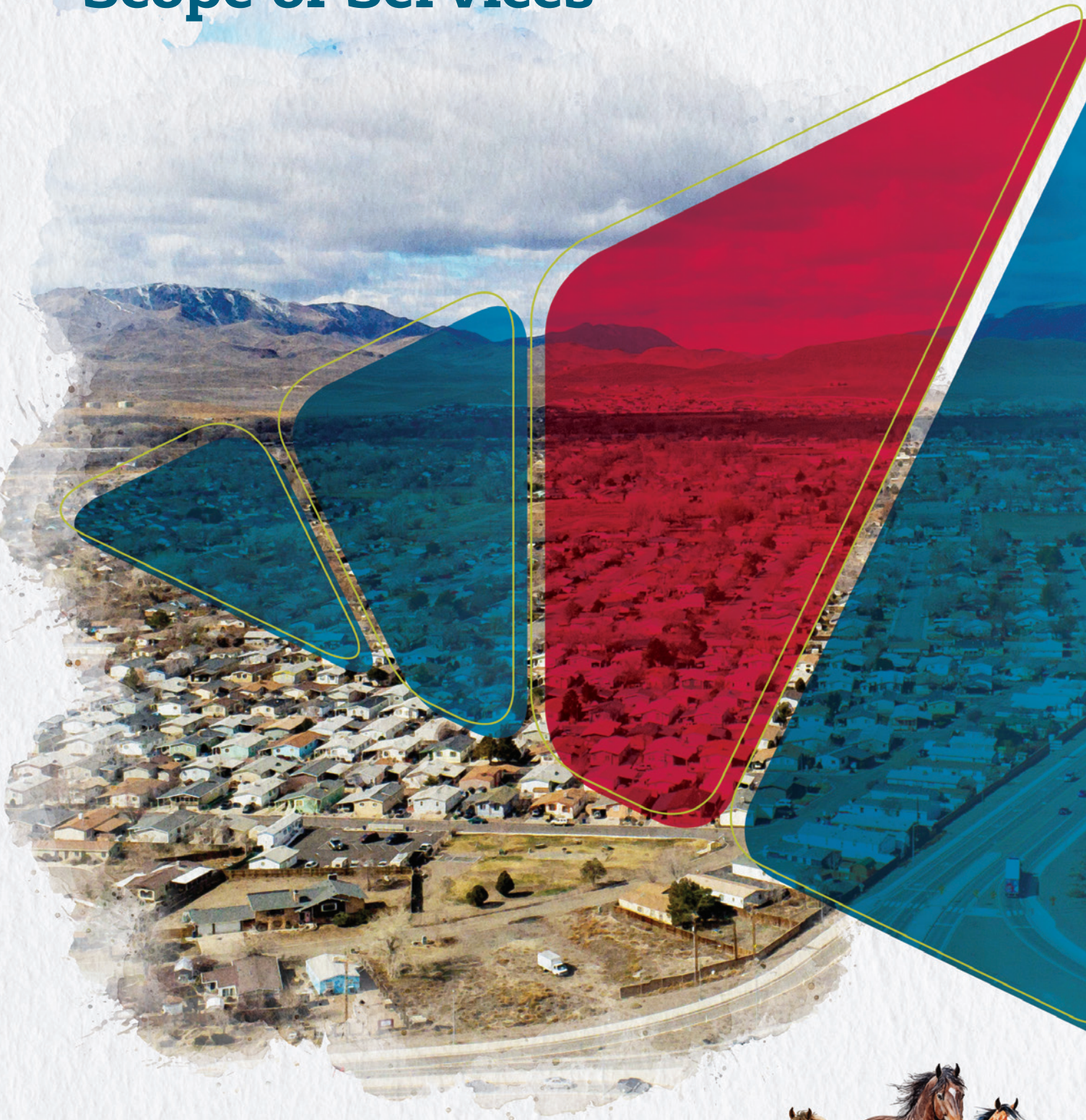
Client Reference: Adams County, Nick Eagleson, Senior Strategic Planner, 720.523.6878, neagleson@adcogov.org

Kimley-Horn developed a Subarea Plan, which provided a vision for the desired future for the area and serves as a review guide of future development proposals. **The Subarea Plan provided greater details about the intended future of the area around the Colorado Air and Space Port, including land uses, infrastructure requirements, and development policies and standards.** Development is slowly increasing in the area, so the plan addressed near- and long-term goals for the surrounding 30,000 acres. The Subarea Plan identified issues and details for future decisions while providing appropriate policy guidance given the area's unique location, as well as the aerotropolis that is envisioned around Denver International Airport.

- **Project Similarities:** *This plan defined a long-term vision for future development; provided detailed guidance on land use, infrastructure, and development standards; and served as a policy tool to evaluate proposals and guide decisions in a strategically significant area experiencing gradual growth.*



Scope of Services



Scope of Services

Statement of Understanding

Kimley-Horn understands the City's need to finalize the last remaining area plan identified in the Comprehensive Master Plan: the South Area Plan. The City's population is expected to double over the next 20 years which will increase the City's population to approximately 40,000. Additionally, the City has generated significant interest in development, particularly in the manufacturing and distribution sectors.

With the adoption of the North and Southwest Area Plans, the City has identified significant areas for medium-high density land uses including residential, commercial, and light industrial. Growth like this requires careful planning and execution to ensure a complete and well-rounded set of land uses are identified. The South Area Plan is the last frontier within Fernley to maintain low-density estate residential, reinforcing the existing rural character and vision that has been established along Farm District Road and Desert Shadows Lane. **Striking a balance between the existing rural character and the need for additional housing units in this area will be our team's main focus.**

With these factors in mind, we have tailored an efficient scope of work to collaboratively develop the City's South Area Plan, building on our experience and incorporating lessons learned during the North and Southwest Area Plans. **Our project approach is built around seven key tasks:**

- Ω Project Management
- Ω Existing Conditions, Data Collection, and Market Analysis
- Ω Community and Stakeholder Engagement
- Ω Visioning and Goal Setting
- Ω Area Plan Development
- Ω Implementation Strategy
- Ω Plan Adoption Support

LESSONS LEARNED

After completing the North and Southwest Area Plans, our team has gathered a wealth of knowledge from stakeholders, community members, and elected officials. We have improved our approach to reflect lessons learned. We understand the community's overall vision for growth and the current existing conditions that need to be addressed within the South Area Plan.

The first lesson learned from the previous Area Plan is to engage the City Council and Planning Commission early and often in this process. To do this, our team will include additional working sessions early in the process to gain consensus as we move through the creation of the South Area Plan.

The second lesson learned is to provide a more robust stakeholder engagement process to ensure all interested parties are in lockstep with the community and elected officials. This process will ensure a smoother adoption process and reflect the goals and vision for the City as a whole.

Building on lessons learned from the North and Southwest Area Plans, our team has enhanced our approach with early engagement with elected officials and strengthening our stakeholder collaboration to ensure a unified, community-driven South Area Plan.



Statement of Approach and Methodology

TASK 1: PROJECT MANAGEMENT

Our approach starts with the leadership of our project manager. We believe that the project manager sets the tone for the project team, the client team, and the public. **Blake Young, AICP will continue to serve as Project Manager and will be the primary point of contact with the City.** Blake is surrounded by a team of subject matter experts who will partner with him in our team's production efforts. Blake has managed multiple large-scale planning efforts and is well-known for his ability to collaborate with a team of experts that can partner with the City to achieve a successful project. **In addition, Deputy Project Manager Ines Galmiche, AICP will ensure that all lessons learned and knowledge built on Fernley projects over the past two years are reflected in the South Area Plan.**

We will work with the City to schedule regular project meetings (bi-weekly or monthly) to discuss deliverables and any project-related needs. These meetings ensure that consultant efforts are aligned with the City's expectations regarding the progress and direction of each task as well as any required course corrections. Following the completion of the kick-off meeting, Blake will organize a consultant team kick-off meeting to ensure project direction is understood by all team members and protocols are set for internal coordination, communication, and other business practices.

PROJECT MEETINGS/COORDINATION

Our internal real-time effort application allows our project managers to monitor project progress so that midcourse corrections can be made as the project needs evolve. Throughout the project, we will provide:

- Ω Ongoing communication including user-friendly invoices
- Ω Bi-weekly/monthly calls with Kimley-Horn and the City's project manager

TASK 2: EXISTING CONDITIONS, DATA COLLECTION, AND MARKET ANALYSIS

PLAN AND POLICY REVIEW

Before developing a plan for the future, it is important to first assess what exists today. Building on our knowledge gained while authoring the North and Southwest Area Plans, we will review all relevant private and public planning initiatives, land use plans, and standards. This review sets the stage for land use and transportation recommendations for the South Area Plan.

BASEMAPPING AND POLICY MAPPING

We will develop a basemap for the project that clearly conveys geographic information to a variety of audiences, including City staff, elected officials, stakeholders, and the general public. After approval of the basemap, we will use the City's geographic information systems (GIS) feature layers to comprehensively map relevant policy information including land use, zoning, and any other policy-based districts by the City or others within the study area.

EXISTING CONDITIONS ANALYSIS

Kimley-Horn will take inventory of relevant existing conditions and log the information in a database for use by the study team and the City. This includes existing land use, zoning, housing characteristics, multimodal transportation features, environmental conditions, and demographic/socioeconomic data and trends in the South Fernley area. We will pair this desktop review with an aerial imagery and windshield survey of the current use and status of the study area. The goal of this process is to understand the area's existing land uses, zoning regulations, property status, ownership





Fernley, NV

patterns, neighborhood stability, and development opportunities in relation to the City as a whole. The land use assessment and field survey help explain how much change is needed to implement the future land use recommendations and achieve the City's vision and goals for the area.

FLOODPLAIN AND TOPOGRAPHY

Kimley-Horn will review and analyze the floodplain and slopes to create a map of developable areas to help guide future land use decisions.

MARKET STUDY (CONTINUED FROM PREVIOUS AREA PLAN EFFORTS)

As a foundational element of subarea planning, we will conduct a market analysis to assess development opportunities across commercial and residential land uses. Our team will refine the market analyses conducted in 2023 and 2024 to ensure all data is relevant and updated. We will assess market dynamics for the City and compare them with the Reno-Tahoe-Sparks metropolitan area Metropolitan Statistical Area (MSA) to better understand the area's strengths and weaknesses. We will use the strengths and weaknesses to analyze the real estate market potential in the area and weigh them against competing goals and objectives, such as promoting integrated land use patterns, providing diverse housing options, and enhancing economic development opportunities.

TASK 3: COMMUNITY AND STAKEHOLDER ENGAGEMENT

This is the community's plan. An area plan driven by local perspectives, meaningful engagement, and constructive feedback will be sustainable and successful in long-term support. Our team will use our existing knowledge, best practices, and experience working with the Fernley community to guide the engagement process.

We will utilize these overarching tenants to develop our outreach strategy:

- Ω **Request input early and often.** From community members to elected officials, we propose a more bolstered engagement approach than the one used for the North and Southwest Area Plans, including focus groups, study sessions, area tours, and more. Our strategic messaging processes will involve the community, stakeholders, and elected officials.
- Ω **Provide education.** Throughout the engagement process, we will provide educational materials to maximize informed participation and keep all interested parties updated.
- Ω **Design comprehensible outreach efforts and materials.** This ensures project information and community feedback is received, leading to more constructive input.

The South Area Plan's existing conditions include rural residential areas that are directly adjacent to the community's residential-focused areas along Farm District Road. We know the community has strong feelings about the character and future of this area; therefore, we will address and lean into understanding the community's vision for this area in our engagement process.

We will start with the existing conditions analysis, which gives our team a more comprehensive understanding of the South Area, and follow this with a community-wide survey and associated advertisement materials designed by the project team. The City will disseminate the survey on social



media, posters at Town Hall, and through an online survey/map platform. We will use the survey results to help formulate the vision and goals statements later in this approach and gain insight into the community's major concerns and aspirations. Simultaneously, we will work with City staff to develop a stakeholder list to ensure community champions' and developers' voices are heard. These stakeholders, along with elected officials, will be involved early during this process.

With this community engagement approach, our team will include the following engagement items:

- Ω **Stakeholder Workshops:** We will invite identified stakeholders and community groups to attend two workshops to support our team in developing the vision and goals as well as the final land use plan. These workshops can be held in tandem with the Planning Commission and City Council workshops to ensure efficiency.
- Ω **Open Houses:** Our team will host two community-wide open houses to educate, inform, and request feedback on the vision, goals, and framework of the South Area Plan. These open houses will guide our team, City staff, and elected officials on the community's vision for this area. All outreach activities will be summarized in engagement reports, so everyone is aware of what was discussed and what decisions were made.



North Fernley Area Plan Community Engagement

TASK 3A: PLANNING COMMISSION/ CITY COUNCIL WORKSHOPS (OPTIONAL)

To bolster our engagement approach, we have included an optional task to engage with the Planning Commission and City Council through two in-person workshop sessions. We will host the first session in tandem with stakeholder workshops early in the project. The purpose of the workshop is to gather initial feedback from the Planning Commission and City Council, which will act as a guide for our discussions with stakeholders.

We will host the second session after the first open house to gain direction on the preferred land use plan and help guide the implementation strategies for the final plan. Our engagement with the Planning Commission and City Council members throughout this planning process reinforces the vision and goals of the plan and ensures we are in alignment as we prepare the final document.

TASK 4: VISIONING AND GOAL SETTING

Community values are at the heart of great community planning and define the core purpose of how and why we choose to live and work together in a particular place. This planning effort is an important opportunity to understand and affirm the community's values and incorporate them into the South Area Plan that will guide future development. We designed our approach to be comprehensive and efficient to make the most of the resources invested in this plan.

In the second phase of our community engagement, Kimley-Horn will partner with the City to identify an initial vision and goals for the plan using feedback from the various outreach efforts. The vision and goals will guide future land use decisions and inform the plan's implementation strategy.



TASK 5: AREA PLAN DEVELOPMENT

For this plan to be successful, the City will need to partner with public, private, and community sectors to help strategically shape the physical character and design of this area. We will develop the South Area Plan land use strategy by examining how decisions about the physical footprint of development influence targeted growth, housing diversity, economic vitality, transportation options, infrastructure, and quality of life. We will deliver a market-feasible Area Plan that fulfills the vision and goals for the City and is also attractive to a wide range of developers.

COMMUNITY CONVERSATIONS

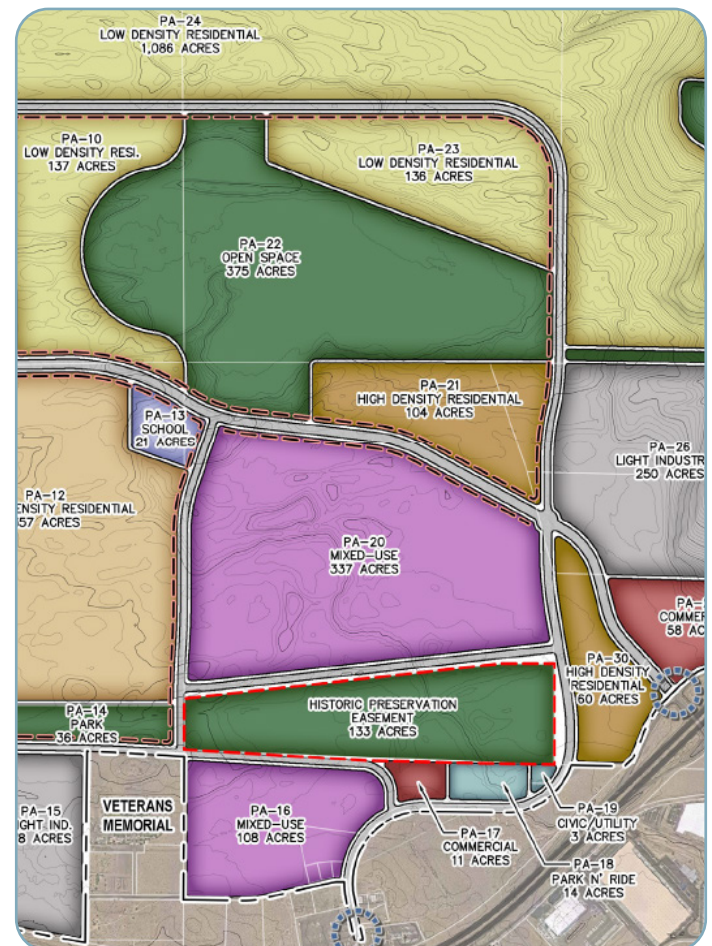
Our team will facilitate conversations about the vision, values, land use, and future of the South Area Plan. Through these discussions and the input gathered during the engagement efforts in Task 4, we expect to identify a small set of planning principles, which will reflect the area's unique strengths and opportunities, as well as the experiences of the people who live and work in Fernley. The principles will serve as a helpful guide for shaping the South Fernley area.

FRAMEWORK MAP

Our team will develop a framework map using drawings from recent workshops and earlier work on the North and Southwest Area Plans. The framework map will include a high-level preliminary transportation network that outlines key elements such as roadways, bike and pedestrian paths, and open space connections across the Area Plan. Serving as the foundation for the site's vision, the framework map will help shape future neighborhoods, define roadway classifications, designate open spaces, and guide stormwater management. It will also identify natural constraints like floodplains and topography to inform planning decisions.

FUTURE LAND USE MAP

We will use the future land use map to fill in the gaps of the framework map to communicate a well-organized and market-supportive allocation of land uses in the study area. These uses may include various types of residential, commercial and retail, open space, public facilities, and stormwater management facilities. Before creating the new future land use map, we will work with the City to develop a customized set of land use classifications. Combined with the future land use policies, this step will help the City achieve its land use vision and establish a standard for economic investment and community character.



North Fernley Land Use Map



Our team will review the City's existing plans and policies to provide essential context for discussions about the South Fernley area. We will highlight policy recommendations for City staff, elected officials, and key stakeholders to evaluate. As we work through subsequent tasks, we will gather potential policy options so they can be evaluated concurrently with the development of the future land use map. These policies will help shape land use decisions. For example, policy directives to invest at key crossroads or parcels within the study area will influence land use characteristics and affect market absorption in Fernley and surrounding areas. These policy statements will ensure the South Area Plan reflects current and projected conditions, as well as community feedback.

FISCAL IMPACT AND WATER CAPACITY ANALYSIS

The fiscal impacts and water capacity needs of area plans help guide the overall diversification of land uses and capital improvements. As part of this implementation strategy, our team will first conduct a fiscal impact analysis to understand and analyze the property tax implications of the proposed land use scenario. The analysis will provide a detailed outline of the number and type of projected housing units, total square feet of commercial/retail space, and an allocation of open space/recreation. In addition to the fiscal impact analysis, we will conduct a high-level water capacity analysis to understand which water-related capital projects will need to be upgraded in order for the plan to be implemented.

TASK 6: IMPLEMENTATION STRATEGY

The heart of every successful planning initiative lies within a comprehensive and realistic implementation strategy. Our team will work with the City to develop an implementation matrix and memorandum, which detail strategies that similar municipalities have used. We will also provide additional options that may be available to the

City. We will begin the implementation strategy by gaining consensus among elected officials, planning staff, and the community. This will serve as a high-level summary to set the framework for next steps and action items when development opportunities arise. We will follow the same implementation strategy format used for the North and Southwest Fernley Area Plan and will consider major infrastructure projects for the area.

The matrix will include the following elements to ensure the Area Plan is development-ready:

- Ω The responsibilities of City staff and elected officials
- Ω Capital improvement priorities and timelines
- Ω Potential funding sources

TASK 7: PLAN ADOPTION SUPPORT

Our team will support the City with the review and adoption of the South Area Plan. We will provide a compiled adoption draft plan and present it to senior City staff and provide time for review and comments. We will then make any necessary revisions to address the City's and planning team's comments. We will prepare a final draft for presentation and distribution to the Planning Commission, the Mayor, and City Council. Following the delivery of the final South Area Plan draft and public notification by City staff, we will support the City and prepare for plan adoption.



Fernley Pre-Council Meeting



The Future South Area Plan

As the authors of the North and Southwest Area Plans and Design Guidelines, we are prepared to deliver the final Area Plan, offering the same look and feel as the previous plans. **Below is a sample our team has prepared for the future South Area Plan.**



Our team doesn't just understand Fernley's vision; we helped shape it. We know how to complete the puzzle, and we're ready to do it.



Work Schedule/Proposed Timeline

Our project schedule can be found below in **Figure 1**. This schedule depicts the added value of our team leading both the Capital Improvement Plan (CIP) and Impact Fee Study and South Area Plan to ensure key projects identified for the CIP and Impact Fee Study are aligned with the development of the South Area Plan. Our schedule helps us to ensure the plans reflect the same outcome.

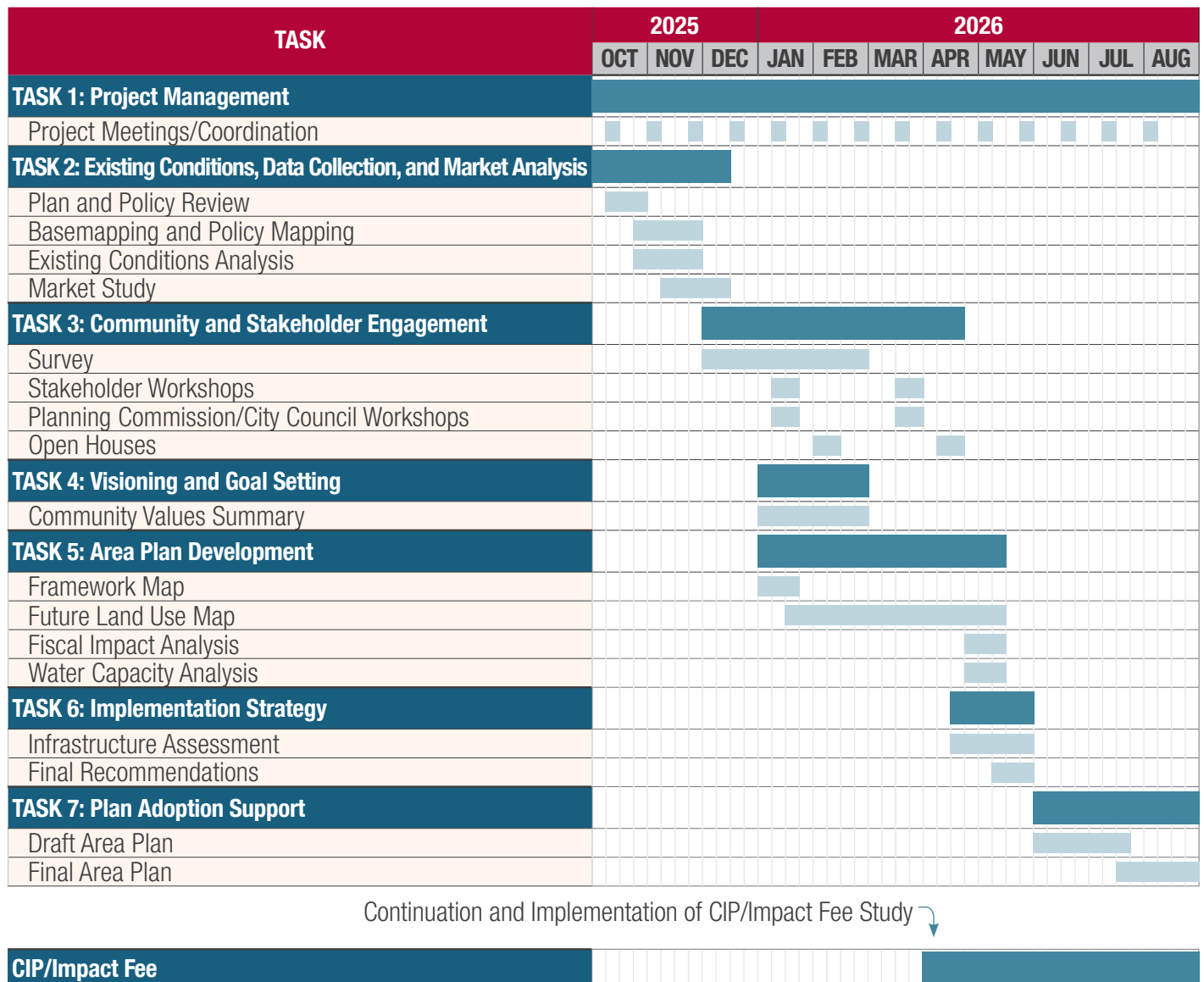


Figure 1: Project Schedule



Organization/Team Profile and Qualifications



ORGANIZATION/ TEAM PROFILE AND QUALIFICATIONS

With the upcoming City planning projects on the horizon, we have strategically structured our team to best serve the City as growth and development occur. We have assembled discipline experts from our local and national offices with the availability and capacity to provide a comprehensive team with the right expertise to best suit this project. Our team offers local insight, national expertise, and a deep passion for Fernley's unique needs.

Project Manager Blake Young, AICP brings a certified planner background and leads the team with extensive knowledge and years of expertise in land use planning, urban design, and design standards for public-sector clients. Blake's depth of experience on Fernley projects, including the North and Southwest Area Plans, has shaped his appreciation for the City and community, which has fostered his passion to contribute meaningfully to its future. Supporting Blake throughout the project is Ines Galmiche, AICP, who served as Deputy Project Manager for Fernley's North and Southwest Subarea Plans and will ensure that all lessons learned and knowledge built over the past two years are reflected in the South Area Plan.

Our organization chart in **Figure 2** shows our team's structure and their roles and responsibilities.

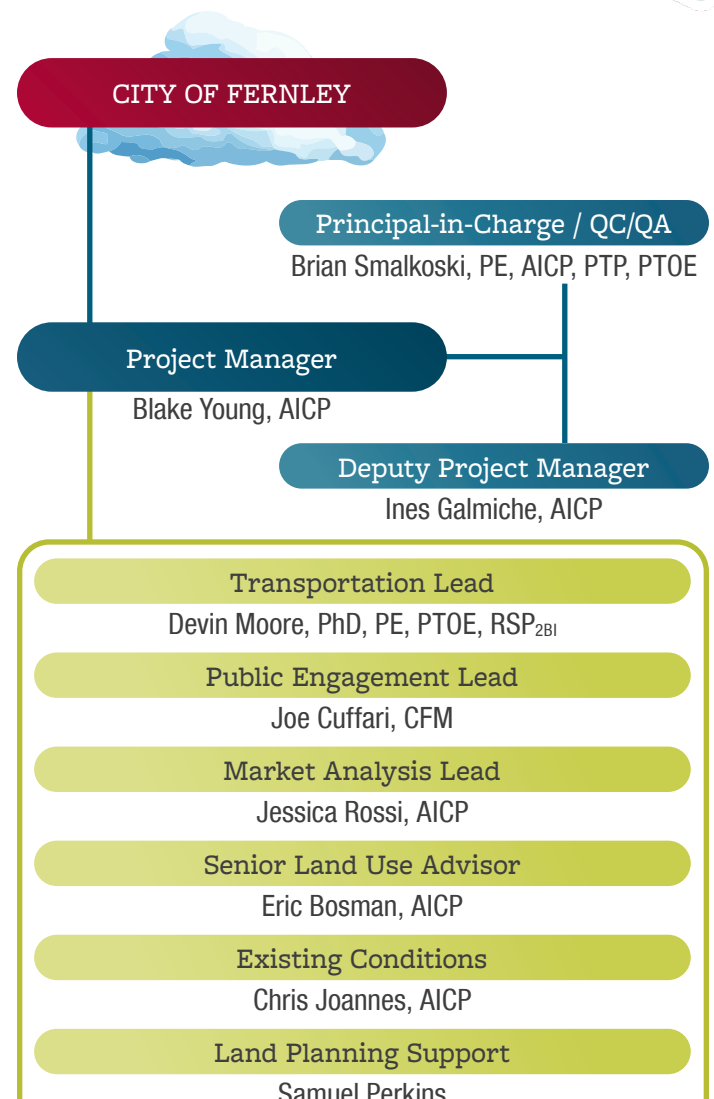


Figure 2: Organization Chart



Our local Reno office is located less than an hour away from Fernley, which means a Kimley-Horn representative can be available on short notice to meet with the City when needed.



Qualifications of Key Personnel



QUALIFICATIONS OF KEY PERSONNEL

A summary of our key personnel's qualifications can be found below and on the following page. **Resumes demonstrating their full experience and qualifications can be found in the Appendix starting on page A-1.**

BLAKE YOUNG, AICP

// PROJECT MANAGER



Blake brings nine years of experience and a strong background in long-range planning and urban design. His direct engagement with Fernley residents and City staff during the North and Southwest Area Plans gives him a unique understanding of the City's vision for growth. **Blake has managed multiple large-scale planning efforts and is well-known for his ability to collaborate with a team of experts that can partner with the City to achieve a successful project outcome.**

BRIAN SMALKOSKI, PE, AICP, PTP, PTOE

// PRINCIPAL-IN-CHARGE / QC/QA



Brian is a senior transportation planner and engineer with 26 years of experience in visioning, policy planning, and multimodal transportation strategies. He has led projects across the country involving land use, transportation, economic analysis, and community engagement. **Brian's depth of experience and leadership ensure the South Area Plan meets the highest standards of quality.**

INES GALMICHE, AICP

// DEPUTY PROJECT MANAGER



Ines has six years of experience in long-range planning, specializing in land use and housing policy. She brings strong skills in development analysis, policy writing, and community engagement. Ines has worked across the Western United States on comprehensive and area plans, housing elements, and state legislature. **Ines served as Deputy Project Manager for Fernley's North and Southwest Subarea Plans, giving her direct insight into the City's unique needs and priorities.**

DEVIN MOORE, PHD, PE, PTOE, RSP_{2BI}

// TRANSPORTATION LEAD



Devin brings 15 years of experience in transportation safety, planning, and engineering, with expertise in GIS, microsimulation, and Highway Capacity Manual methodologies. **With his experience as the Project Manager on the Fernley TMP and his work on the Access Management Policy, Devin offers a rare and comprehensive perspective that makes him exceptionally qualified to support the South Area Plan.**



JOE CUFFARI, CFM

// PUBLIC ENGAGEMENT LEAD



Joe has 14 years of experience and a proven track record of coordinating public engagement activities for local government agencies, including strategic outreach planning and stakeholder coordination. **Joe led the public engagement efforts for the North and Southwest Area Plans and will incorporate lessons learned including engaging the Planning Commission and City Council.**

JESSICA ROSSI, AICP

// MARKET ANALYSIS LEAD



Jessica brings more than 21 years of experience in planning, real estate, and public engagement, supporting both local governments and regional agencies. Her insight helps public and private clients shape economically viable and market-driven development strategies. **Jessica's ability to bridge public and private interests makes her uniquely equipped to deliver innovative, consensus-driven solutions for the South Fernley Area Plan.**

ERIC BOSMAN, AICP

// SENIOR LAND USE ADVISOR



Eric is an experienced urban designer, community planner, and transit planner with 30 years of experience transforming and revitalizing communities across the country. His work blends community design, land use planning, market analysis, and transportation strategy to create vibrant, livable places. **Eric has the expert ability to lead complex initiatives for community improvement districts, schools, and local governments.**

CHRIS JOANNES, AICP

// EXISTING CONDITIONS



Chris is a transportation planner with 14 years of experience in multimodal planning, public engagement, and GIS. He has worked with agencies at all levels to develop community-focused plans that emphasize consensus building and clear, accessible deliverables. As a GIS and data management expert, Chris has created transparent prioritization tools that build trust in project recommendations. **As a Project Planner for the Fernley TMP, Chris has a strong understanding of the City's infrastructure, land use, and regulatory context.**

SAMUEL PERKINS

// LAND PLANNING SUPPORT



Samuel is a land planning and environmental analyst with a wide range of experience serving private and public clients on projects including environmental evaluation for residential, commercial, industrial, mixed-use, and utility. **Samuel's ability to evaluate diverse development types and identify suitable land uses through technical and regulatory insight make him a strong contributor to the South Fernley Plan.**



Statement of Familiarity with the Fernley Comprehensive Master Plan, Fernley Development Code, and Nevada Revised Statutes



Statement of Familiarity with Fernley Comprehensive Master Plan, Fernley Development Code, and Nevada Revised Statutes

Kimley-Horn is familiar with the Fernley Comprehensive Master Plan, Fernley Development Code, and Nevada Revised Statutes (NRS) through our previous experience working for the City as well as our past project experience in Fernley and Northern Nevada. During the TMP, our team became knowledgeable on the Fernley Comprehensive Master Plan and the City's Development Code. Additionally, Project Manager Blake Young led the North and Southwest Area Plans, making him well prepared to serve the South Area Plan.

During our past experience on Fernley projects, our team members have workshopped the future of the City by sitting with, discussing, and listening to the citizens of Fernley to understand their concerns, passions, and aspirations. Our team has led dozens of technical advisory committee meetings in Fernley, five different workshops/public meetings, and met with hundreds of Fernley residents.

The Comprehensive Master Plan shows 11 new multi-family residential housing projects constructed since 2006. Many more are in planning, concept, and design through our conversations with staff, developers, and citizens during the development of the TMP and North and Southwest Area Plans. Expansion of all types of housing are a great opportunity for this area. Although the South Fernley area is currently zoned for parks, open space, rural, and commercial use, there is an opportunity to use this area plan for additional uses that may satisfy the City's needs. To meet employment center goals, the commercial use zoning is important, but additional housing diversity may be beneficial in this area as well. Taking advantage of the parks zoning, while allowing for residential development, can create a living area that is sustainable and enjoyable for Fernley residents.

The Fernley Development Code has been updated to align with the goals of the Comprehensive Master Plan. Many of these goals determine where certain types of developments are allowed in the future. The City would like existing farmland to continue to be used for agricultural purposes, while designating other areas for more intense development. Economic development remains a major goal for the City, so continuing to designate areas for employment centers and opportunities is of great importance for all future plans. Fernley has seen the surrounding area expand with employment opportunities, leaving many of its residents commuting outside of Fernley for work. There is opportunity to expand employment centers within Fernley to allow more people to work and play where they live.

Kimley-Horn has more than 20 years of experience in Northern Nevada and our familiarity with the NRS will help our team respond to the unique challenges of the South Area Plan.



Cost Proposal



Cost Proposal

Kimley-Horn will provide the services described within the Scope of Services for the fees outlined in the Cost Proposal in **Figure 3** below.

Task	Task Description	Fee	Fee Type
1	Project Management	\$10,400.00	LS
2	Existing Conditions, Data Collection, Market Study	\$16,600.00	LS
3	Community and Stakeholder Engagement	\$40,600.00	LS
4	Visioning and Goal Setting	\$5,200.00	LS
5	Area Plan Development	\$18,600.00	LS
6	Implementation Strategy	\$9,000.00	LS
7	Final Plan Adoption	\$43,700.00	LS
	Expenses	\$7,600.00	LS
	Optional Task		
3A	Planning Commission/City Council Workshops	\$21,500.00	LS
	Subtotals		
Initial Tasks 1-7		\$151,700.00	
Optional Task 3A		\$21,500.00	
SCOPE OF WORK TOTAL		\$173,200.00	

LS = Lump Sum Services indicated by a "LS" will be provided for the identified Lump Sum Fee. Monthly invoices will be provided based upon the percentage complete of above noted tasks.

Figure 3: Cost Proposal



Deliverables



DELIVERABLES

The deliverables anticipated for the South Area Plan are summarized in this section.

- Ω Summary of the community engagement process and feedback (hard copy and digital)
- Ω Vision and Goals Statement (hard copy and digital)
- Ω Existing Conditions Map and Summary (hard copy and digital)
- Ω Land Use Plan (hard copy and digital)
- Ω Framework Plan
- Ω Final Land Use Plan
- Ω Development Summary to summarize acreage for each land use
- Ω Description of Land Use Plan and fiscal impacts
- Ω Design Guidelines (hard copy and digital) as previously prepared and summarized in the North and Southwest Area Plans
- Ω Implementation Strategy Matrix and Summary (hard copy and digital)
- Ω Market Analysis Data (optional add-on service) as previously prepared and summarized in the North Area Plan (hard copy and digital)
- Ω Digital working files (dwg, psd, ai., indd)
- Ω Online survey
- Ω Engagement Summary
- Ω Two one-day Workshops with the Planning Commission and City Council
- Ω Two Workshops with stakeholders (in-person and virtual)
- Ω Two Open Houses

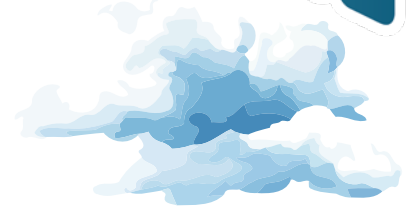


Appendix: Resumes





BLAKE YOUNG, AICP *Project Manager*



Credentials

- Ω Bachelor of Science (BS), Urban Planning, University of Cincinnati
- Ω American Institute of Certified Planners (AICP) (#33686)

Blake is an urban designer with nine years of experience in long-range planning, corridor planning, land use, infrastructure, urban design, bike/pedestrian, roadway, and creative placemaking. His experience encompasses mobility-focused corridor plans, subarea plans, comprehensive plans, development guidelines, and downtown master plans. He focuses on creating unique solutions for every project while linking reinvestment opportunities to public planning initiatives to promote market-feasible and sustainable growth. His experience with private-sector development groups gives him an inside look at how municipalities can incentivize and promote growth while prioritizing and remaining true to the vision set forth in previous planning initiatives. **Blake's experience working with the City and meeting with its citizens during the previously completed Area Plans will be invaluable to this project.**

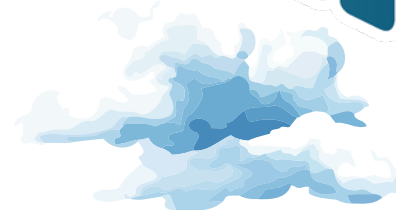
Project Experience

- Ω **City of Fernley, North Area Plan, Fernley, NV** – *Project Manager*
- Ω **City of Fernley, Southwest Area Plan, Fernley, NV** – *Project Manager*
- Ω **City of Northglenn, Section 36 Subarea Plan, Northglenn, CO**
– *Project Manager*
- Ω **City of Northglenn, 104th Subarea Plan, Northglenn, CO** – *Project Manager*
- Ω **Adams County, Air and Space Port Subarea Plan, Adams County, CO**
– *Project Planner*
- Ω **Town of Kiowa, Comprehensive Plan Update, Kiowa, CO** – *Project Manager*
- Ω **City of Celina, Urban Guidelines Vision Book, Celina, TX**
– *Project Planner / QC/QA*
- Ω **City of Cripple Creek, Comprehensive Plan, Cripple Creek, CO**
– *Project Manager*
- Ω **Elbert County, Comprehensive Plan, Elbert County, CO** – *Project Manager*
- Ω **City of Golden, TMP, Golden, CO** – *Project Planner*
- Ω **City and County of Denver, Neighborhood Planning Initiative Near Southeast Neighborhood Plan, Denver, CO** – *Project Planner*





BRIAN SMALKOSKI, PE,
AICP, PTP, PTOE
Principal-In-Charge / QC/QA

**Credentials**

- Ω Master of Science (MS), Civil Engineering, University of Minnesota
- Ω Bachelor of Arts (BA), Geology, University of Minnesota
- Ω BA, Management, University of Minnesota
- Ω PE in NV (#02731)
- Ω AICP (#022815)
- Ω Professional Transportation Planner (PTP) (#83)
- Ω Professional Traffic Operations Engineer (PTOE) (#2835)

Brian is a senior planner and engineer with 26 years of experience developing transportation plans; evaluating land use and assessing how it blends into transportation; and creating innovative community involvement programs to engage stakeholders in the planning process. His experience encompasses visioning and policy planning, comprehensive and master plans, economic analysis, parking, and traffic operations analysis and design. He has led Transit-Oriented Development planning; traffic engineering and multimodal transportation planning; rail and aviation planning; travel demand modeling; and economic analysis projects around the country. **As Principal-in-Charge and QC/QA Manager, Brian's depth of experience and leadership ensure the South Area Plan meets the highest standards of quality.**

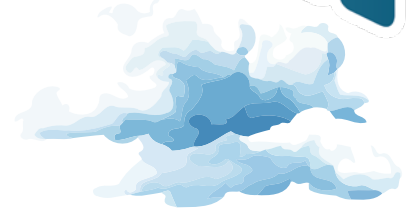
Project Experience

- Ω **City of Fernley, North Area Plan, Fernley, NV**
– *Principal-In-Charge / QC/QA Reviewer*
- Ω **City of Fernley, Southwest Area Plan, Fernley, NV**
– *Principal-In-Charge / QC/QA Reviewer*
- Ω **Florida Department of Transportation (FDOT), Growth Management Planning Assistance, Tallahassee, FL** – *Project Planner*
- Ω **Nevada Department of Transportation (NDOT), Inter-County and Regional Transit Plan, Statewide, NV** – *Project Planner*
- Ω **City of Mankato, Transit Development Plan, Mankato, MN**
– *QC/QA Reviewer*
- Ω **Washington County, Red Rock Corridor Implementation Plan, Washington County, WA** – *Project Manager*
- Ω **Wisconsin Department of Transportation, Statewide Traffic Engineering, Statewide, WI** – *Project Planner*
- Ω **FDOT, Access Management Plan, Tallahassee, FL** – *Project Planner*





INES GALMICHE, AICP *Deputy Project Manager*



Credentials

- Ω MS, Urban and Regional Planning, University of California, Irvine
- Ω BS, Sociology, University of California, Santa Cruz
- Ω AICP (#35452)

Ines has six years of experience in long-range planning, specializing in land use and housing policy. She brings strong skills in development analysis, policy writing, and community engagement. Ines has worked across the Western United States on Comprehensive and Area Plans, Housing Elements, and state legislature. **Ines served as the Deputy Project Manager for the City of Fernley North Subarea Plan and Design Guidelines, as well as the Southwest Subarea Plan, and is familiar with how to serve the unique needs of Fernley.**

Project Experience

- Ω **City of Fernley, North Area Plan and Design Guidelines, Fernley, NV**
– Deputy Project Manager
- Ω **City of Fernley, Southwest Area Plan, Fernley, NV**
– Deputy Project Manager
- Ω **City of Northglenn, Section 36 Subarea Plan, Northglenn CO**
– Deputy Project Manager
- Ω **City of Northglenn, 104th Subarea Plan, Northglenn CO**
– Deputy Project Manager
- Ω **Town of Kiowa, Comprehensive Plan, Kiowa, CO** – Deputy Project Manager
- Ω **City of Santa Cruz, Housing and Safety Elements, Santa Cruz, CA**
– Project Manager
- Ω **City of Scotts Valley, Housing and Safety Elements General Plan, Scotts Valley, CA** – Project Manager
- Ω **City of Cripple Creek, Comprehensive Plan, Cripple Creek, CO**
– Deputy Project Manager
- Ω **Elbert County, Comprehensive Plan, Elbert County, CO**
– Deputy Project Manager





DEVIN MOORE, PHD, PE, PTOE, RSP_{2BI}

Transportation Lead

Credentials

- Ω MS, Civil Engineering, Texas A&M University
- Ω BS, Civil Engineering, Brigham Young University
- Ω PE in NV (#022921)
- Ω PTOE (#3820)
- Ω Road Safety Professional RSP (#25), RSP2I (#66), RSP2B (#5)

Devin brings 15 years of experience in transportation safety, planning, and engineering, with expertise in GIS, microsimulation, and Highway Capacity Manual methodologies. He has extensive experience with systemic safety projects as task leader and project manager for Local Road and Safety Action Plans, and he has widespread experience analyzing collision data, identifying safety issues on large roadway networks, working with diverse stakeholder groups, and developing systemic low-cost safety countermeasures. He has also conducted numerous traffic impact analyses, transit studies, pedestrian analyses, mobility studies, and roundabout and corridor analyses. Devin has completed formal training on Road Safety Audits and the Highway Safety Manual Interactive Highway Safety Design Model (IHSDM). **With his experience as the Project Manager on the Fernley TMP and his work on the Access Management Policy, Devin offers a rare and comprehensive perspective that makes him exceptionally qualified to support the South Area Plan.**

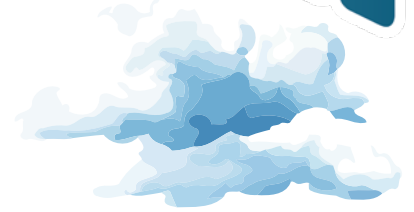
Project Experience

- Ω **City of Fernley, TMP, Fernley, NV** – *Project Manager*
- Ω **City of Fernley, Traffic Impact Participation Fee Study, Fernley, NV** – *Project Manager*
- Ω **City of Fernley, Access Management Policy, NV** – *Project Manager*
- Ω **City of Fernley, Red Rock Traffic Analysis and Cost Estimate, Fernley, NV** – *Project Manager*
- Ω **City of Fernley, Miller Lane Traffic Analysis, Fernley, NV** – *Project Manager*
- Ω **City of Fernley, North Area Plan and Design Guidelines, Fernley, NV** – *Team Member*
- Ω **City of Fernley, Southwest Area Plan, Fernley, NV** – *Team Member*
- Ω **Regional Transportation Commission of Washoe County (RTC Washoe), University of Nevada Reno (UNR) Area Transportation Study, Reno, NV** – *Project Engineer*
- Ω **RTC Washoe, Complete Streets Master Plan, Reno/Sparks, NV** – *Project Engineer*





JOE CUFFARI, CFM *Public Engagement Lead*



Credentials

- Ω BA, Geography/GIS, University of Arizona
- Ω Certified Floodplain Manager (CFM) (#35616)

Joe has 14 years of experience and a proven track record of coordinating public engagement activities for local government agencies including strategic outreach planning and stakeholder coordination. His extensive background encompasses strategic outreach planning, development of collateral and mailings, stakeholder coordination, public messaging, and serving as a point of contact for constituents. Additionally, Joe possesses exceptional skills in translating complex engineering documents within public forums. He specializes in flood control, hydrology, water/wastewater, transportation, and capital improvement projects managed by local and state agencies. **Joe led the public engagement efforts for the North and Southwest Area Plans and will incorporate lessons learned including engaging the Planning Commission and City Council.**

Project Experience

- Ω **City of Fernley, North Subarea Plan and Design Guidelines, Fernley, NV**
– *Public Engagement Lead*
- Ω **City of Fernley, Southwest Subarea Plan, Fernley, NV**
– *Public Engagement Lead*
- Ω **City of Tucson, Grant Road Transit-Oriented Development, Tucson, AZ**
– *Public Engagement Support*
- Ω **City of Sedona, Uptown Parking Analysis and Alternatives, Sedona, AZ**
– *Public Engagement Lead*
- Ω **Paradise Valley, Townwide Stormwater Management Plan and Modeling Project, Town of Paradise Valley** – *Public Engagement Lead*
- Ω **City of Yuma, Integrated Multimodal Transportation Master Plan, Yuma, AZ**
– *Public Engagement Specialist*
- Ω **City of Sierra Vista, Transportation Safety Action Plan, Sierra Vista, AZ**
– *Public Engagement Specialist*
- Ω **Arizona Department of Transportation (ADOT), Bisbee Community Connections Master Plan, Bisbee, AZ** – *Public Engagement Specialist*





JESSICA ROSSI, AICP *Market Analysis Lead*

Credentials

- Ω Master of Arts (MA), Community and Regional Planning, University of Rhode Island
- Ω BA, Environmental Studies and Political Science, Alfred University
- Ω AICP (#164330)

With more than 21 years of planning, real estate, and public engagement experience, Jessica brings a comprehensive perspective to all projects. She works on a wide variety of planning and economic development assignments for local governments and regional agencies. Additionally, developer and investor clients rely on Jessica's insight to determine demand for commercial and residential projects and to choose specific concepts to maximize economic development, marketability, and value. Her experience working with public- and private-sector interests is useful in creating innovative solutions to complex issues. **Jessica's ability to bridge public and private interests makes her uniquely equipped to deliver innovative, consensus-driven solutions for the South Fernley Area Plan.**

Project Experience

- Ω **City of Monroe, Land Use and Transportation Plan and Unified Development Ordinance (UDO) Update, Monroe, NC** – *Market Analysis Lead*
- Ω **City of Westerville, Comprehensive Plan, Westerville, OH**
– *Project Manager*
- Ω **City of Statesville, Mobility and Development Plan, Statesville, NC**
– *Project Manager*
- Ω **Albemarle County, Rio Road Small Area Plan, Albemarle County, VA**
– *Deputy Project Manager*
- Ω **City of Largo, Special Area Plan, Largo, FL** – *Project Planner*
- Ω **Loudon County, New Comprehensive Plan, Loudoun County, VA**
– *Project Planner*
- Ω **City of Oakland Park, Comprehensive Plan Rewrite, Oakland Park, FL**
– *Project Planner*
- Ω **Gaston County, Comprehensive Land Use Plan and UDO, Gaston County, NC**
– *Project Planner*
- Ω **City of Venice, Comprehensive Plan Update, Venice, FL** – *Project Planner*
- Ω **RTC Washoe, Maintenance Needs Study, Reno, NV** – *Project Planner*





ERIC BOSMAN, AICP *Senior Land Use Advisor*

Credentials

- Ω MS, Architecture, University of Illinois, Urbana-Champaign
- Ω MS, Urban Planning, University of Illinois, Urbana-Champaign
- Ω BA, Architecture, Clemson University
- Ω AICP (#016093)

Eric is an experienced urban designer, community planner, and transit planner. Over the last three decades, he has assisted communities, community improvement districts, educational systems, and other organizations as a facilitator, planner, designer, and project manager. As a planner and urban designer, Eric has helped transform and revitalize communities throughout the United States. Many of his efforts combine community design, land use planning, market analysis, and transportation planning to create more vibrant, livable communities. **Eric has the expert ability to lead complex initiatives for community improvement districts, schools, and local governments.**

Project Experience

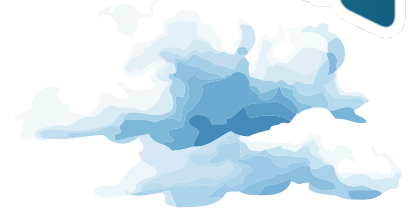
- Ω **City of Fernley, North Area Plan and Design Guidelines, Fernley, NV**
– *Project Planner*
- Ω **City of Fernley, Southwest Area Plan, Fernley, NV**
– *Project Planner*
- Ω **City and County of Denver, Neighborhood Planning Initiative Near Southeast Neighborhood Plan, Denver, CO** – *Project Manager*
- Ω **DeKalb County, Briarcliff-Clairmont Small Area Plan, DeKalb County, GA**
– *Project Planner*
- Ω **Town of Butner, Gateway Small Area Plan, Butner NC**
– *Project Planner and Urban Designer*
- Ω **City of Atlanta, Wellstar Small Area Plan, Atlanta GA** – *Project Manager*
- Ω **City of Alpharetta, Downtown Master Plan, Alpharetta, GA**
– *Project Manager*
- Ω **City of Chamblee, Comprehensive Plan Update, Chamblee, GA**
– *Project Manager*
- Ω **City of Hendersonville, Stop 30 Corridor Development Plan, Hendersonville, TN** – *Senior Land Use and Urban Design Advisor*
- Ω **Atlanta Regional Commission, Fulton County Transit Master Plan, Atlanta, GA**
– *Project Manager*





CHRIS JOANNES, AICP

Existing Conditions



Credentials

- Ω MA, Applied Science, GIS, Arizona State University
- Ω BS, Urban Planning, Arizona State University
- Ω AICP (#029061)

Chris is a transportation planner with strengths in multimodal transportation planning, public engagement, and GIS. He has proven experience working with all levels of government ranging from municipalities and community organizations to regional metropolitan planning organizations (MPOs) and state agencies. Chris has 14 years of experience creating community-oriented plans with an emphasis on consensus building and clear, approachable public-facing deliverables. He is also a GIS specialist and data management expert who has developed quantitative alternatives analysis and project prioritization processes that build trust in recommended improvements. **As a Project Planner for the Fernley TMP, Chris has a strong understanding of the City's infrastructure, land use, and regulatory context.**

Project Experience

- Ω **City of Fernley, TMP, Fernley, NV** – *Project Planner*
- Ω **NDOT, Safety Management Plans, Statewide, NV** – *Project Planner*
- Ω **City of Chandler, South Arizona Avenue Area Plan Update, Chandler, AZ** – *Project Manager*
- Ω **Adams County, Colorado Air and Space Port Subarea Plan, Adams County, CO** – *Project Planner*
- Ω **City of Colorado Springs, Intermodal Mobility Plan Update, Colorado Springs, CO** – *Project Planner*
- Ω **City of Mesa, Southeast Mesa Land Use and Transportation Plan, Mesa, AZ** – *Project Planner*
- Ω **DeKalb County, Unified 2050 Comprehensive Plan, DeKalb County, GA** – *Project Planner*
- Ω **Cheyenne MPO, Connect 2045 Plan, Cheyenne, WY** – *Deputy Project Manager*
- Ω **City of Cottonwood, Transit Development Plan, Cottonwood, AZ** – *Project Manager*
- Ω **Elbert County, Master Transportation Plan, Elbert County, CO** – *Project Planner*





Credentials

Ω BA, Environmental Studies and Economics, University of California, Santa Cruz

SAMUEL PERKINS

Land Planning Support

Samuel is a land planning and environmental analyst with a wide range of experience working on environmental and land use planning projects. His work with private and public clients includes environmental evaluation for residential, commercial, industrial, mixed-use, and utility projects while utilizing technical reports and land use planning procedures to identify environmental impacts and appropriate land uses for development. **Samuel's diverse experience and ability to evaluate diverse development types and identify suitable land uses through technical and regulatory insight make him a strong contributor to the South Fernley Plan.**

Project Experience

- Ω **City of Northglenn, 104th Subarea Plan, Northglenn, CO**
– Land Planning Analyst
- Ω **Kittitas County, Housing Needs Assessment, Kittitas County, WA**
– Land Planning Analyst
- Ω **Walla Walla County, Housing Needs Assessment, Walla Walla County, WA**
– Land Planning Analyst
- Ω **Elbert County, Comprehensive Plan, Elbert County, CO**
– Land Planning Analyst
- Ω **Lytle Development Company, Lytle Creek Ranch Specific Plan Amendment, Rialto, CA – Environmental Analyst**
- Ω **RdR Development Holdings, LLC, Ritter Ranch Specific Plan Amendment, Palmdale, CA – Environmental Analyst**
- Ω **Hume Lake Christian Camps, Hume SoCal Expansion Project, San Bernardino County, CA – Land Planning Analyst**
- Ω **Ontario Ranch Venture, LLC, CenterPark Specific Plan, Ontario, CA**
– Environmental Analyst
- Ω **Murrieta Whitewood Multi-Family, Greenberg 9 Residential, Murrieta, CA**
– Environmental Analyst





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Ana Navarro, Seong Kim, Utilities Director

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

510-166100

ACTION REQUESTED: Consent

AGENDA ITEM:

Consideration and possible action to approve the purchase and installation of three insertion valves for the City's water distribution system for an amount not to exceed \$95,865.

AGENDA ITEM BRIEF:

The Utilities Department is requesting approval to purchase and install three insertion valves at critical locations in the City's water distribution system. These valves will provide much-needed system resiliency, allow staff to respond more effectively to water main breaks, and protect service continuity for customers.

This purchase is necessary due to recent operational challenges, including at least three significant water main breaks in the past three months, which required shutting down large portions of the distribution system. These new valves will enable staff to respond more quickly, minimize customer disruption, and improve the City's emergency preparedness.

RECOMMENDED MOTION:

"I move to approve the purchase and installation of three insertion valves for the City of Fernley's water distribution system in the amount of \$95,865, to be funded through the Utilities Department Water Enterprise Fund."

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:

1. Approve the purchase and installation of three insertion valves for a total of \$95,865
2. Do not approve the request, which will result in continued risk of large-scale service interruptions during emergencies.
3. Provide other direction to staff.

BACKGROUND:

The City of Fernley's water distribution system currently lacks adequate sectional control valves in key areas. When emergency repair is required, such as a water main break or unplanned maintenance, large portions of the system must be shut down, resulting in widespread service interruptions to residents, businesses, and critical facilities.

Insertion valves are specialized valves that can be installed directly onto existing pressurized water mains without requiring a shutdown of the system. By strategically placing three insertion valves, the City will be able to isolate smaller sections of the system during emergencies, minimizing impacts and maintaining service reliability.

The installation of three insertion valves is necessary to:

- **Improve system reliability:** Allows crews to isolate and repair specific sections without shutting down large service areas.
- **Protect customers and businesses:** Reduces the risk of widespread outages that impact households, schools, and commercial operations.
- **Enhance emergency response:** Provides the Utilities Department with the ability to act quickly during a water main break or other failure.
- **Preserve water quality and pressure:** Prevents unnecessary depressurization of large portions of the distribution system, reducing the risk of contamination and operational strain.

There are no practical alternatives. Traditional line replacement would require extended outages and higher costs, while delaying this installation continues to expose the City to operational and customer service risks. Because insertion valves are specialized equipment requiring specific expertise for installation, this procurement qualifies under **NRS 332.115** as a specialty purchase.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

The estimated cost for the purchase and installation of three insertion valves is \$95,865, which will be funded through the Utilities Department Water Enterprise Fund.

ATTACHMENTS:

1. 51947

Tap Master, Inc

1647 Willow Pass Rd. # 136
Concord, CA 94520-2611
Ph: (925) 439-7975 Fax: (925) 432-1871
DIR# 1000000405

QUOTE

CA Lic # 697696
NV Lic # 0056402
WA Lic # TAPMAMI835DT
OR Lic# 239622
ID Reg#RCE-62535

DATE	ESTIMATE #
8/25/2025	51947

Ship To

City of Fernley
Attention: Ana Navarro
Ph: (775) 444-7525
Email: anavarro@cityoffernley.org

TERMS

C.O.D.

DESCRIPTION	TOTAL
LOCATION: FERNLEY, NEVADA ** CUSTOMER TERMS C.O.D. ** PLEASE HAVE MONEY ORDER, CASH OR CREDIT CARD ON SITE. WE ACCEPT VISA, MASTERCARD OR AMERICAN EXPRESS YOU MAY BE ASKED TO MAKE A PARTIAL PAYMENT TO COVER THE COST OF MATERIALS. (3) 12" VALVE INSERTIONS ON ACP DOMESTIC COLD WATER LINES 1. THE VALVE INSERTIONS CANNOT ALWAYS GUARANTEE A 100% BUBBLE TIGHT SEAL. THE VALVE INSERTION GATE SEALS ON THE ID OF THE PIPE AND THE PIPE ID CAN BE LESS THAN PERFECT. THE INSERTION VALVE WILL GIVE THE CUSTOMER A WORKABLE CONDITION DOWN STREAM. INCLUDES THE FOLLOWING ON STRAIGHT TIME, PREVAILING WAGE; LABOR, TRUCK, EQUIPMENT MUELLER PERMASEAL VALVE INSERTION 125# IMMEDIATE PRESSURE TEST BOLT ON INSTALLATION GENERATOR CUSTOMER TO SUPPLY: PERMITS, FEES, BONDS IF REQUIRED LIGHTS AND LADDERS EXCAVATION, SHORING TO OSHA STANDARDS ENGINEERED DESIGNED THRUST BLOCK PIPE COATINGS/TRAFFIC CONTROL/PLATING CCIP/OCIP/UCIP/PLP or other "wrap" insurance policies are excluded under general liability policies. By accepting this quote & scheduling work, you agree to assume all financial liability & responsibility if Tap Master is not notified to enroll prior to starting the job. ADD \$660 FOR ADMINISTRATION FEES. WE WILL NOT ENROLL IN ANY OCIP AFTER WE HAVE BEEN ON SITE. *PLA/CWA/CBA - We are a non-signatory contractor. All costs incurred for Union Dues and Fringe payments will be billed as a separate change order.	95,865.00
THANK YOU JOHN SAUERZOPF	TOTAL \$95,865.00

Conditions: We agree to furnish new merchandise in exchange for any parts we supply that are found to be defective. We assume no liability of any kind such as labor cost expenses, or any type of damages, direct or indirect. Quote is based on information given by customer and may be subject to any changes occurring on the job. Quote valid for 30 days from date of issue. Payment terms as above, no retention. Customer accepts statements above, and attached terms and conditions.

PLEASE SIGN & SEND BACK WHEN APPROVED: PO#



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Ana Navarro, Seong Kim, Utilities Director

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

510-166100

ACTION REQUESTED: Consent

AGENDA ITEM:

Consideration and possible action to authorize Shaw Engineering for the preparation of design documents for the replacement of the microfiltration (MF) reverse flow stainless steel piping at the Fernley Water Treatment Plant for a total cost of \$34,800.

AGENDA ITEM BRIEF:

The Fernley Water Treatment Plant's (WTP) reverse flow piping shows significant weld corrosion, likely caused by the use of lower-grade filler material. Galvanic corrosion compromises the integrity of the stainless steel piping and increases the risk of failure. While a detailed condition assessment could be performed, the City was advised that a complete replacement of the piping is the most practical and cost-effective solution, as repairing the welds would require extensive cutting, removal, and rewelding, resulting in prolonged downtime at the WTP. The proposed cost for this project is \$34,800.

RECOMMENDED MOTION:

"I move to authorize Shaw Engineering to prepare design documents for the replacement of the MF reverse flow stainless steel piping at the Fernley Water Treatment Plant for the proposed cost of \$34,800"

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:

1. Authorize the Utilities Department to proceed with design services for the replacement of the MF reverse flow piping.
2. Request further analysis before making a decision, recognizing that additional assessment will delay corrective action.
3. Take no action, which would risk future pipe failures, unplanned downtime, and potential disruption of water service.

BACKGROUND:

The City of Fernley Water Treatment Plant (WTP) utilizes stainless steel piping to convey reverse flow from pumps to the microfiltration (MF) module headers. Recently, plant staff and Shaw Engineering conducted a preliminary inspection of the MF reverse flow piping due to concerns regarding its condition and operational reliability.

The inspection identified significant corrosion at the welds connecting the pipe sections. Evidence suggests that the 316L stainless steel piping may have been welded with a lower-grade stainless steel filler rod (304 or below), resulting in galvanic corrosion. This deterioration compromises the long-term integrity of the piping and increases the risk of failure.

Shaw Engineering has advised that while a detailed condition assessment could be performed, complete replacement of the piping is the most practical and cost-effective solution. Repairing the existing welds would require extensive cutting, removal, and re-welding of multiple sections of pipe, resulting in extended downtime at the WTP.

Water Treatment Plant staff noted that downtime is difficult to accommodate due to the limited redundancy of the north MF units. Even during winter months, when demand is lower, operations remain challenging if significant portions of the plant are out of service.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

Shaw Engineering will prepare a proposal for design services, which will include material selection and a construction cost evaluation.

ATTACHMENTS:

1. City of Fernley - MF Reverse Flow Replacement Proposal



August 27, 2025

Ms. Ana Navarro

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

**Re: Proposal for Engineering Services
Water Treatment Plant – Microfiltration Reverse Flow Improvements**

Dear Ms. Navarro:

At your request, Shaw Engineering (Shaw) is pleased to submit this proposal for engineering design services for the Water Treatment Plant – Microfiltration Reverse Flow Improvements. The services listed below will include design and specification for the replacement of the Microfiltration stainless steel reverse flow piping.

Task 1.0 Hydraulic Analysis, Design and Specification

A visual inspection of the stainless steel reverse flow piping was performed and it is theorized that the filler material used to join the sections of 316L stainless steel pipe were of a lesser grade steel causing concentrated points of corrosion at the welds. This task will include providing 60% and 100% design drawings and technical specifications as required to permit the project with the Nevada Division of Environmental Protection – Bureau of Safe Drinking Water. Design drawings will indicate installation methods, locations, and quantity of materials required to replace the reverse filtration 6" and 8" piping from the reverse filtration pump outlet butterfly valves to each of the microfiltration skid's rubber expansion joints.

Task 2.0 Permitting and Bidding Support

Once all design drawings and specifications have been completed and reviewed by the City, Shaw Engineering will prepare a water project application for submittal to NDEP-BSDW. This will include responding the comment letters as applicable and required to complete the permitting process.

Once NDEP-BSDW Engineering approval has been received, Shaw Engineering will advertise for Bids using the Engineers Joint Contract Document Committee (EJCDC) C-Series Agreement documents to be used for a construction contract between the successful bidder and the City of Fernley. Shaw will advertise bids using Quest CDN and the Reno Gazette Journal, respond to bidder RFI's, participate in a pre-bid meeting and site walk, prepare document requirements, assist in bid opening, and provide a recommendation of award following bid opening.

Task 3.0 Construction Management and Inspections

This task includes all tasks to be performed during the construction phase of the project. It is estimated the project will take approximately 1 month to complete from issuance of the Notice to Proceed to Substantial Completion. Shaw Engineering will review material submittals, shop drawings, respond to contractor RFIs, and provide recommendations to City Staff based on contractor change order requests. Shaw Engineering will also perform half time inspections/construction observation throughout the course of the project. A daily field report will be completed detailing the work completed during that construction day and any changes made to the original design plans. Shaw Engineering will coordinate with the contractor and city staff to setup monthly construction progress meetings to ensure the project schedule is being followed and if any delays or modifications to the construction schedule are anticipated. Lastly, Shaw Engineering will review all payment applications for accuracy before providing a recommendation of payment from the City to the Contractor.

Task 4.0 Project Closeout and Documentation

This task includes preparation of all project closeout documents including record drawings, BSDW completion reports and review of water quality, substantial completion site walk, final completion walk, and recommendation for final payment.

The following assumptions have been made for this proposal.

- The schedule below is based on a contract execution date of September 17, 2025, and construction phase budget approval for FY 2025/2026
- It is estimated that construction will take approximately 1 month from Notice to Proceed to Final Completion.
- At this time it is expected that the pipe will be replaced with stainless steel until additional investigation can be conducted.
- Radiographic weld inspection will be performed by a third party inspector at the cost of the contractor and reviewed by Shaw Engineering Staff.

Project Schedule

<u>Deliverable/Milestone</u>	<u>Projected Timeline</u>
60% Design	10/8/25
100% Design, Technical Specifications	10/22/25
BSDW Permitting	10/24/25 – 12/12/25
Bid Advertisement	12/29/25
Bid Opening	1/27/26
Fernley City Council Award	2/4/26
Construction Phase Services	2/23/26 – 3/20/26
Record Drawings and NDEP Closeout	4/03/26

Cost Proposal

Our fee to complete the tasks outlined above are as follows.

Task 1.0	Improvement Design and Specification	\$	7,200
Task 2.0	Permitting and Bidding Support	\$	6,000
Engineering Phase Subtotal		\$	13,200
Task 3.0	Construction Management and Inspections		
Task 3.1	Construction Management	\$	8,000
Task 3.2	Inspections	\$	11,000
Task 4.0	Project Closeout and Documentation	\$	2,600
Construction Phase Subtotal		\$	21,600
Total		\$	34,800

The work listed above will be billed based on time and materials at the fee schedule attached not to exceed **\$34,800**.

Thank you for the opportunity to submit this proposal. If you have any questions, please email or call.

Sincerely,

SHAW ENGINEERING



Owen Wurgler, P.E., Msc.
Principal Engineer
owen@shawengineering.com
(775) 329-5559

2025 FEE SCHEDULE

PROFESSIONAL

Senior Principal	\$215.00/hr
Principal	\$200.00/hr
Project Manager	\$170.00/hr
Senior Engineer	\$160.00/hr
Professional Engineer II	\$150.00/hr
Professional Engineer I	\$140.00/hr
Staff Engineer II	\$120.00/hr
Staff Engineer I	\$110.00/hr
Expert Testimony	
Consultations	\$250.00/hr
Reports/Preparations	\$500.00/hr
Trial/Depositions	\$750.00/hr (4 hr.Min.)

TECHNICAL

Engineering Technician	\$ 100.00/hr
Project Coordinator	\$ 100.00/hr
Drafting/Technician II	\$ 95.00/hr
Drafting/Technician I	\$ 85.00/hr
Construction Inspector II	\$ 110.00/hr
Construction Inspector I	\$ 100.00/hr

ADMINISTRATIVE

Office Administrator	\$ 95.00/hr
Administrative Assistant II	\$ 75.00/hr
Administrative Assistant I	\$ 70.00/hr

OTHER

Subconsultants	Cost + 15%
Mileage	\$0.85/mile
Per Diem	\$150.00/day
Expenses	At Cost

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



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Seong Kim, Utilities Director, Filiga Farmer

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

510-166100

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible action to approve the extension of the professional services contract with Stantec for the Highway 50 Loop Design project.

AGENDA ITEM BRIEF:

This item seeks Council approval to renew the professional services agreement with Stantec for the Highway 50 Water Loop Design project. The existing contract, previously approved with a total value of \$471,294 (including the Wedge Extension change order), has expired. This renewal will extend the contract term to allow Stantec to continue design services and maintain project continuity. No additional funding is being requested at this time.

RECOMMENDED MOTION:

Staff recommends the City Council approve a contract extension with Stantec for continued design services related to the Highway 50 Water Loop project.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may decide not to approve the extension of the professional services contract with Stantec and provide direction to staff on how to proceed.

BACKGROUND:

The Hwy 50 Loop project is a vital infrastructure improvement that will increase water system reliability, fire flow, and service capacity along Highway 50. The City entered into a professional services agreement with Stantec to complete design work for this project.

As of June 30th, 2025, approximately 36% of the contract has been invoiced. Stantec has delivered the 30% Design Plans and received comments, and they are currently progressing toward the 60% design milestone, with submittal anticipated by August 8th. An amendment (Wedge Extension) has been executed to include additional funds and time to support the continued design effort.

This renewal ensures the City can maintain project momentum and complete the remaining design phases without delay.

RELEVANT LAWS, STATUTES, AND REGULATIONS:**FINANCIAL IMPLICATIONS:****ATTACHMENTS:**

1. FE Stantec Contract - HWY 50 WL
2. Signed_Docusign Amendment A

CONTRACT
A Contract For Design Professional Services

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

And

Stantec
5390 Kietzke Lane
Reno, NV 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

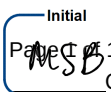
WHEREAS, it is deemed that the services of independent Contractor, (the “Contractor”) are both necessary and in the best interests of the City; and

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.

CONTRACT TERM. This Contract shall be effective from the 18th day of December, 2024, to the 30th day of June, 2025, subject to appropriation.

3. **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.

Initial
Page 17 of 17
 Contractor's Initial

DS
 CoF Representative

CONTRACT
A Contract For Design Professional Services

Notice for the City shall be sent to:

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

Notice for the Contractor shall be sent to:

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

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

7. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Attachment B .
8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later that 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

Initial
Page 17
MSD
Contractor's Initial

DS
BW
CoF Representative

CONTRACT

A Contract For Design Professional Services

authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.

- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. The right to audit is limited to the units of the fee, and expressly excludes auditing the composition of those units (for example, the composition of the rates or fees, the percentage markups, or the multipliers). 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. City shall provide notice to Contractor in the event the City fails to appropriate funds, and in such event Contractor's obligations under the Contract shall immediately cease, except for completion of any services paid in advance if any.
- c. **Default or Breach.** A default or breach may be declared with or without termination. The following shall constitute a default or breach:

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

Page 8 of 17
MSD
Contractor's Initial

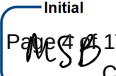
BW
CoF Representative

CONTRACT

A Contract For Design Professional Services

- i. 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
 - ii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iii. 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.

Initial
 Page 17 of 17

 Contractor's Initial

DS

 CoF Representative

CONTRACT

A Contract For Design Professional Services

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.

Neither the City nor the Contractor shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Contract or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

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, and employees, from and against reasonable defense costs, including reasonable attorney's fees liability or losses 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 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, and employees, from any claim, demand, suit, action, loss or liability resulting from any loss, action, or damage based on bodily injury, including death, or property damage, to the extent caused by any negligent or intentional acts, errors or omissions, on the part of the Contractor, its Subs, their employees, agents, or representatives, arising from the negligent 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

Page 5 of 17
MSD Contractor's Initial

BW CoF Representative

CONTRACT

A Contract For Design Professional Services

under shall be limited to the proportional share of the liability attributed to the Contractor.

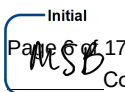
16. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms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

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

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

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

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

Initial
Page 6 of 17

Contractor's Initial

DS

CoF Representative

CONTRACT

A Contract For Design Professional Services

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 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 with an insurer meeting the requirements.

Initial DS
MSB BW

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:

Stantec has entered into a contract with Owner to perform work from 12/18/2024__to 06/30/2025 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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

- 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.

Initial DS
MSB BW

Commercial General Liability Insurance:

- 1) Minimum Limits required:

Initial
Page 7 of 17
MSB Contractor's Initial

DS
BW CoF Representative

CONTRACT

A Contract For Design Professional Services

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

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

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.

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.

Umbrella or Excess Liability Insurance:

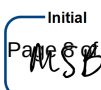
- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

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.

Performance Security N/A:

- 1) Amount required: \$
- 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

Initial
 Contractor's Initial

DS
 CoF Representative

CONTRACT

A Contract For Design Professional Services

following award of this Contract to Contractor.

- 4) Upon successful completion of this Contract, the security and all interest earned, if any, shall be returned to Contractor.

General Requirements:

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

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

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

Initial
Page 17 of 17
MSD
Contractor's Initial

DS
BW
CoF Representative

CONTRACT

A Contract For Design Professional Services

Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

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

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

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

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

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

21. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights,

Initial
Page 10 of 17
MSD
Contractor's Initial

DS
BW
CoF Representative

CONTRACT

A Contract For Design Professional Services

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 (hereinafter "Work Product") (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 full payment of all monies owed to the Contractor under 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. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Contractor harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.

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,

Initial
 Page 11 of 17
 MSD
 Contractor's Initial

bs
 BW
 CoF Representative

CONTRACT

A Contract For Design Professional Services

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;

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

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

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

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

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

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

Initial
Page 12 of 17
MSD Contractor's Initial

DS
BW CoF Representative

CONTRACT

A Contract For Design Professional Services

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

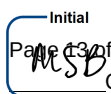
30. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

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

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

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

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

Initial
Page 13 of 17

Contractor's Initial

DS

CoF Representative

CONTRACT

A Contract For Design Professional Services

35. NON-DISCRIMINATION & CDBG.

- a. 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.
- b. The Contractor will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VII, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- c. The Contractor will comply with the following provision: SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974: No person in the United States may on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.
- d. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968. The Contractor will ensure that to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to lower income project area residents. Further, the Contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of services and supplies.
 - a. MINORITY BUSINESS ENTERPRISE. Consistent with the provisions of Executive Order 11246, the Contractor will take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the Contractor will document all affirmative steps taken to solicit minority businesses and will forward this documentation along with the names of the minority subcontractors and suppliers to the local government CDBG recipient upon request.

///
///
///

Initial
Page 14 of 17
MSD
Contractor's Initial

DS
BW
CoF Representative

CONTRACT
A Contract For Design Professional Services

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

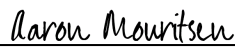
CITY MANAGER
City of Fernley
Benjamin Marchant
Telephone: 775-784-9900

DocuSigned by:

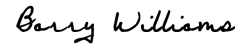
BENJAMIN MARCHANT
DATED this 12/20/2024 day of 12/20/2024, 20__.

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

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

DocuSigned by:

AARON MOURITSEN
DATED this 12/20/2024 day of 12/20/2024, 20__.

CITY'S ORIGINATING DEPARTMENT:
City of Fernley Engineering Department
Barry Williams

DocuSigned by:

Barry Williams Department Director
DATED this 12/19/2024 day of 12/19/2024, 20__.

CONTRACT
A Contract For Design Professional Services

CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of December 18th, 2024, 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
189F070C299A48F
NEAL E. MCINTYRE, MAYOR 12/20/2024
DATED this _____ day of _____, 20__.

ATTEST:

DocuSigned by:
Kimberly Swanson
KIM SWANSON, CITY CLERK 1/2/2025
DATED this _____ day of _____, 20__.

Initial
Page 16 of 17
MSD
Contractor's Initial

DS
BW
CoF Representative

CONTRACT

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

CONTRACTOR

BY: Mackenzie S Burns

TITLE: Project Management Leader

FIRM: Stantec Consulting Services, Inc.

BUSINESS LICENSE #: NV20101021081

Address: 6111 S. Buffalo Drive, Suite 200

City: Las Vegas State: NV Zip Code: 89113

Telephone: / Fax #:

E-mail Address: mackenzie.burns@stantec.com

Signed by:

Mackenzie S Burns

(Signature of Contractor)

DATED this ____ day of 12/19/2024, 20__.

~~STATE OF~~
Notary Not needed with Docu Sign
County of _____) ss

On this ____ day of , in the year 20__, before me, _____/ Notary Public, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

Initial
Page 17 of 17
MSD Contractor's Initial

DS
BW CoF Representative

HIGHWAY 50 WATER MAIN LOOPING PROJECT SCOPE OF SERVICES

INTRODUCTION

The Highway 50 Water Main Looping Project (Project) involves preliminary and final engineering design services for the City of Fernley. The project includes the design of approximately 13,000 linear feet of 14-inch C900 PVC water transmission main along Highway 50 between Nevada Pacific Boulevard and Julia Lane.

SCOPE OF SERVICES

Phase 1 - Design

TASK 1 PROJECT MANAGEMENT DURING DESIGN

This task includes project administration, preparation of a project implementation plan, preparation of a site-specific health and safety plan, subconsultant contract management, project progress and budget monitoring, billing, and office support services to manage the project. Activities include project setup and planning, establishment and maintenance of project controls, development of the project schedule, coordination of internal meetings, review of project schedule and budget, invoicing, and communications.

The project management task will also include the preparation of monthly invoices and general progress reports for the duration of the project. These reports can be used to monitor the general performance of the project and will include:

- Financial Percent Complete by Top Task
- Budget Summary by Top Task
- General Work Report for the Billing Period

Stantec assumes that Project Management services will be required for the duration of the project. The budget and schedule for this phase of the project is reflected in the attached Work Breakdown Structure.

TASK 2 MEETINGS AND WORKSHOPS

2.1 Kick-off Meeting

Stantec will attend a 2-hour project initiation (kick-off) meeting with the City approximately 10 working days following notice to proceed (NTP) attended in-person by Stantec's Project Manager, Project Technical Lead, and virtually by up to 3 additional subject matter experts as deemed necessary by Stantec. The kick-off meeting will be held at City of Fernley City Hall. The purpose of the kick-off meeting will be to identify previously studied alignments, brainstorm potential design solutions, and establish a clear set of objectives for the project based on City input and consultation with senior technical staff. In addition, the Project kick-off meeting will address/confirm the following items:

- Work Breakdown Structure (WBS) review
- Project deliverables
- Project schedule
- Project team member responsibilities and authorities
- Project management protocols
- Communications protocols
- Risk Management

- Initial Project Delivery Framework
- Project Goals
- Initial technical tasks to be accomplished
- Guidelines to be applied during field activities
- Coordination needs between Stantec and City
- Coordination needs between Stantec and other Project stakeholders
- Other topics identified by Stantec or City

Stantec will facilitate the Project kick-off meeting, prepare the meeting agenda, distribute the meeting agenda and information in advance of the meeting, and will prepare meeting minutes afterward. The City shall reimburse Stantec for direct costs associated with travel, including mileage, parking, and meals. These costs are assumed to be about \$1,100 per trip per person.

Deliverables:

- Kickoff Meeting Agenda
- Kickoff Meeting Minutes

2.2 Technical Workshops and Progress Meetings

Technical Workshops: Workshops shall be virtual meetings will be attended by Stantec's Project Manager and Project Technical Lead as appropriate. Technical Workshops will be conducted remotely via teleconference system, such as Microsoft Teams.

Progress Meetings: Up to four (4) Progress Meetings may be attended as needed for the duration of this phase of work and will be conducted virtually via a teleconference system such as Microsoft Teams. Progress Meetings may briefly discuss progress of the work, schedule, budget status, information needs, and general project coordination, along with a discussion of pertinent technical topics.

The following is a list of estimated workshop topics to be integrated with progress meetings:

- 30 percent Design Review – two (2) attendees and are assumed to be two (2) hours in duration.
- 60 percent Design Review– two (2) attendees and are assumed to be two (2) hours in duration.
- 90 percent Design Review– two (2) attendees and are assumed to be two (2) hours in duration.
- Permitting Review– two (2) attendees and are assumed to be two (2) hours in duration.
- Optional Progress Meetings – Virtual – one (1) hour in duration; total of four (4)

Stantec will prepare supporting materials to provide additional background and context to be discussed at monthly progress meetings and technical workshops. Stantec will prepare and distribute a meeting agenda and materials in advance of each meeting, facilitate the meetings, and prepare meeting summaries to be submitted to attendees.

Deliverables:

- Progress meeting agenda and meeting minutes
- Progress meeting agenda and meeting minutes
- Documents required for design workshops including meeting agendas, meeting minutes, design exhibits, and drawings

TASK 3 SURVEY AND GEOTECHNICAL INVESTIGATION

Stantec has coordinated with Bowman Consulting Group Ltd. (Bowman) and Construction Materials Engineering, Inc. (CME) to complete the survey and geotechnical design tasks,

respectively. Below, Stantec has included coordination and management time for both the survey and geotechnical subconsultants. This includes review of their invoicing and schedules. Please refer to Appendices for subconsultant proposals.

3.1 Topographic and Utility Survey

Stantec will schedule and coordinate with Bowman to complete the survey services for the project. The survey shall be along Highway 50 from Nevada Pacific Blvd to Julia Lane. The overall limits of aerial mapping will extend a minimum of 500 feet beyond the proposed connection points and extend a minimum of 250 feet beyond the anticipated study area between Nevada Pacific Highway and Julia Lane. Survey shall be conducted in a State Plane coordinate system. The topographic survey investigation shall include:

- Determination of locations, dimensions, elevations, and measurements of existing surface and readily accessible subsurface features
- Topographic information for all visible fixed items along the proposed water main route
- Specific boundary information, such as right-of-way lines, lot lines, base lines and easement lines, as required by the project.
- Utility markings
- Aerial imagery collection
- A control plan shall show coordinate listing existing survey monuments, centerline bearings and distances with right-of-way stationing and callouts for any station equations and right-of-way for the Project. The plan will be prepared and incorporated into the Final Design drawings and signed by a Nevada Professional Land Surveyor.
- Underground Utility Locating
- Potholing Services (10 potholes)

Deliverables:

- Topographic survey, signed and sealed (provided in both PDF and AutoCAD 2018 or newer)
- Aerial imagery
- Project control diagram and coordinate listing sheet for final design
- Utility locates
- Pothole data

3.2 Geotechnical Investigation

Stantec will schedule and coordinate with CME for the geotechnical services for the project. The geotechnical services scope includes field exploration and investigation, laboratory testing, and a resulting geotechnical data report.

Stantec will review the geotechnical data report provided by CME, providing comments before it is finalized. Stantec shall provide input on the proposed boring locations, depth of borings, and need for any contingency borings.

Deliverables:

- Geotechnical Report and Bore Logs

TASK 4 30 PERCENT DESIGN (PRELIMINARY DESIGN)

After receiving survey data, Stantec will develop the design of the Highway 50 Water Main Loop to a 30 Percent Design (preliminary design) level. Stantec will prepare 30 Percent Design (Preliminary Design) drawings for the alignment identified with the City. The 30 Percent Design (Preliminary Design) will establish the proposed horizontal alignment, principal design characteristics, system interconnections, trenchless crossing locations, and general layout of the proposed alignment.

Activities will include:

- Developing proposed horizontal alignment and identifying potential utility conflicts.
- Evaluating and identifying locations for two (2) trenchless crossing locations.
- Identifying existing utility agencies/owners (UA/Os) with facilities located within the alignment corridor through Nevada 811.
- Developing preliminary UA/O conflict log.

Deliverables:

- Electronic PDF of 30 Percent Design (Preliminary Design) Drawings
 - 30 Percent Plans shall include Cover Sheet, General Notes, Plan and Profiles (Plan View Only)

TASK 5 60 PERCENT DESIGN

Stantec will review comments received in the 30 Percent Design Review Workshop and incorporate those into the 60 Percent Design. Design will be progressed with geotechnical information, vertical design, and SUE investigation results. The 60 Percent Design will build on the proposed alignment presented in the 30 Percent drawings. It is anticipated the proposed horizontal alignment will change minimally.

Subtasks include:

- Review geotechnical report
 - Confirm a recommended trenchless construction methodology.
 - Confirm existing soils will be acceptable for backfill.
- Develop 60 Percent Drawings including details, and all sheets included in sheet list
- Begin trenchless design based on geotechnical borings completed (two (2) crossings assumed)
 - Develop a detailed design report, outlining input data, design criteria, casing/pipe material specifications, proposed alignments and profiles, minimum equipment size, settlement considerations, design calculations, constructability evaluation and recommendations.
 - Trenchless calculations including casing pipe design and settlement analysis
 - Develop geotechnical instrumentation and monitoring program
- Develop utility conflict log and preliminary relocation recommendations.
- Update vertical and horizontal alignment based on QLA utility information received.

Deliverables:

- Electronic PDF of 60 Percent Design Drawings
- Electronic PDF of Geotechnical & Trenchless Design Report
- Electronic PDF of Table of Contents of Project Specifications

TASK 6 90 PERCENT DESIGN (Issued for Permit)

Stantec will review comments received in the 60 Percent Design Review Workshop and incorporate those into the 90 Percent Design. Design will be further refined and will consider connection to the existing system, permitting requirements, and all other items required for a constructable plan set. Plans will include complete plan views and complete profiles. The 90 Percent submittal will include connection details with profiles of the trenchless crossings (if applicable). This document will be readied for permit submittal to all appropriate stakeholders. Stantec has included 12 hours permitting coordination time.

Subtasks include:

- Finalize vertical and horizontal alignment
- Finalize trenchless design and input on trenchless constructability. (2 crossings assumed)
- Finalize appurtenance size for air valves and blowoffs.
- Finalize Technical Specifications
- Finalize Bid Tab.
- Prepare an Opinion of Probable Construction Cost (OPCC) estimate of the described Project. The OPCC estimate will be prepared in accordance with the American Association of Cost Engineers (AACE) standards, Class 4.

The City shall reimburse Stantec for direct costs associated with printing, plotting and graphics reproduction.

Deliverables:

- Two (2) printed sets of full-size (24x36) and two (2) sets of ½-size (11x17) drawings will be provided to the City
- Electronic PDF of 90 Percent Design Drawings
- Electronic PDF of Technical Specifications
- Electronic PDF of Division 1 Specifications
- Bid Tab (90 Percent)
- Class 4 OPCC (90 Percent)

TASK 7 FINAL DELIVERABLE (Issued for Construction)

Stantec will incorporate comments received from City and other permitting agencies, in the 90 Percent Design Review Workshop, into a final design package and sign and seal drawings and specifications for construction and bidding.

Deliverables:

- Two (2) printed sets of full-size (24x36) and two (2) sets of ½-size (11x17) drawings will be provided to the City
- Electronic PDF of IFC drawings
- Electronic PDF of IFC Specifications
- Comment response log for 90 Percent review comments
- IFC Bid Form (Bid Tab)
- Updated Class 4 OPCC

The City shall reimburse Stantec for direct costs associated with printing, plotting and graphics reproduction.

TASK 8 PERMITTING

Regulatory agencies having permit jurisdiction over the project will be contacted to discuss the project and their permitting procedures. Where applicable, Stantec will coordinate with the City and submit permit applications.

Deliverables:

- NDOT Standard Occupancy Permit
- NDEP BSDW Approval of a Water Project

It is anticipated that submittals to permitting agencies are to be electronic. Should permitting agencies require the submission of hard copies, the City shall reimburse Stantec for direct costs associated with printing, plotting and graphics reproduction.

TASK 9 ADDITIONAL SERVICES

Stantec anticipates that additional services may be needed that are not included in the above scope of services. This contingency services task provides the City with a budget for directing Stantec to provide services not identified herein. Stantec will provide these contingency services on an as-needed basis and only upon the request and approval from the City. When the need for contingency services arises, Stantec will provide the City with a written description of the services to be provided with an estimated budget and will only initiate the services after the City's written authorization to proceed. Possible items that would be considered for the activation of additional services include:

- Investigation into an alignment along the southern side of Highway 50
- Additional pothole investigations
- Additional borehole investigations
- Additional RFIs or submittals
- Work Change Directives (WCD)
- Any other services that are not identified in the tasks above

ASSUMPTIONS/CLARIFICATIONS

1. Project is intended to remain completely within NDOT Right-of-Way (R/W). Permanent easement acquisition support is not included in the scope of work.
2. City of Fernley to provide Stantec with Division 1 Specifications. Stantec will review and provide feedback where required.
3. Once approval for an alignment is given by NDOT, any changes to that alignment will require additional services.
4. Payment of all government application, permitting and municipal fees shall be by City.
5. Maintenance of Traffic (MOT) design is not included in this Scope of Services.
6. Corrosion engineering and design of cathodic protection systems is not included in this Scope of Services.
7. All CAD design deliverables will be submitted in AutoCAD Civil 3D file format and will use City of Fernley design standards supplemented by Stantec design standards.
8. Stantec's opinions, recommendations, and assessments in developing the OPCC are limited by a) the accuracy and completeness of information upon which it may reasonably rely, b) schedule constraints or scope limitations, c) unknown or variable site or other conditions, d) other factors beyond Stantec's control. Any estimates as to construction or remediation costs are limited by a lack of control over financial and/or market conditions, including the future price of labor, materials, and prospective bidding environments and procedures.
9. Stantec shall be entitled to reasonably rely upon the information and data provided by City, or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the Scope of

Services.

- 10. Construction Drawing Format. Construction drawings will show plan view and profile view at a 1in = 40 ft scale, on 24" x 36" full size (scalable to 11" x 17"). Drawings will be completed in AutoCAD Civil 3D.
- 11. System Hydraulic Analysis. Pipeline sizing and hydraulic analysis is assumed to be completed prior to design engagement. Additional hydraulic analysis will be considered supplemental work and will require additional funding.
- 12. Project billing for Phase 1 tasks is expected to be completed by September 30, 2025.

SUMMARY OF PROPOSED BUDGET

Stantec is pleased to offer these services on a time and expense basis with a not-to-exceed project budget of \$412,929. A breakdown of the budget is provided in the table below. Stantec's individual task budgets are estimates only, and we reserve the right to adjust budget amounts between tasks, excluding the contingency task, as long as the total fee is not exceeded. Stantec's invoicing will be based on the Standard Fee Schedule in effect at the time the services are rendered. Stantec's 2024 and 2025 Fee Schedules are attached for reference.

Task Description	Estimated Budget
Phase 1 - Design	
Task 1 – Project Management During Design	\$19,708
Task 2 – Meetings	\$18,024
Task 3 – Survey and Geotechnical Investigation	\$99,042
Task 4 – 30 percent Design	\$34,706
Task 5 – 60 percent Design	\$78,844
Task 6 – 90 percent Design	\$71,325
Task 7 – Final Deliverable	\$48,986
Task 8 – Permitting	\$12,294
Subtotal for Phase 1	\$382,929
Task 9 – Additional Services	\$30,000
Total	\$412,929



EXHIBIT A
STANTEC CONSULTING SERVICES INC.
Reno Office
STANDARD FEE SCHEDULE
Rate Table 3 - 2024

Listed herein is a schedule of fees for engineering, planning and surveying services most frequently performed by Stantec Consulting Services Inc. Invoices will be submitted on completion of a project and become due on presentation. For jobs lasting longer than four weeks, monthly progress invoices will be submitted and become due on presentation and in accordance with client contract conditions. Overtime and weekend work may be charged at time and one-half.

STAFF BILLING LEVELS		RATE / HOUR
<u>PROFESSIONAL</u>		
Levels	20 – 21	\$311.00 - \$330.00
Levels	17 – 19	\$289.00 - \$300.00
Levels	14 – 16	\$250.00 - \$280.00
Levels	11 – 13	\$210.00 - \$231.00
Levels	8 – 10	\$179.00 - \$196.00
Levels	5 – 7	\$152.00 - \$172.00
Levels	1 - 4	\$117.00 - \$135.00

OTHER DIRECT COSTS	
Mileage (Or Current GSA Rate)	\$0.68 / per mile
Supplies	Cost + 10%
Outside Services	Cost + 10%



EXHIBIT A
STANTEC CONSULTING SERVICES INC.
Reno Office
STANDARD FEE SCHEDULE
Rate Table 3 - 2025

Listed herein is a schedule of fees for engineering, planning and surveying services most frequently performed by Stantec Consulting Services Inc. Invoices will be submitted on completion of a project and become due on presentation. For jobs lasting longer than four weeks, monthly progress invoices will be submitted and become due on presentation and in accordance with client contract conditions. Overtime and weekend work may be charged at time and one-half.

STAFF BILLING LEVELS		RATE / HOUR
<u>PROFESSIONAL</u>		
Levels	20 – 21	\$324.00 - \$344.00
Levels	17 – 19	\$301.00 - \$313.00
Levels	14 – 16	\$261.00 - \$292.00
Levels	11 – 13	\$219.00 - \$241.00
Levels	8 – 10	\$187.00 - \$204.00
Levels	5 – 7	\$158.00 - \$179.00
Levels	1 - 4	\$123.00 - \$141.00

OTHER DIRECT COSTS	
Mileage (Or Current IRS Rate)	\$0.68 / per mile
Supplies	Cost + 10%
Outside Services	Cost + 10%



300 Sierra Manor Drive, Suite 1
Reno, NV 89511

Revision No. 1: November 20, 2024

Ryan Tordella, PE

Stantec

410 17th Street, Suite 1400
Denver, CO 80202

**RE: Geotechnical Investigation Proposal Highway 50 Water Main Looping Project
Between Nevada Pacific Parkway and Julia Lane Intersections
Fernley, Lyon County, Nevada**

Dear Mr. Tordella:

Construction Materials Engineers, Inc. (CME) is pleased to submit this proposal for a geotechnical investigation for the Highway 50 Water Main Looping Project, located along Highway 50 between the Nevada Pacific Parkway and Julia Lane intersections in Fernley, Lyon County, Nevada. This proposal outlines our understanding of the project, the scope of services we will provide, and an estimate of our fees.

The revised scope of work has been developed based on discussions between the City of Fernley and Stantec regarding the spacing of exploration locations, with adjustments made to meet budgetary constraints.

1.0 GENERAL PROJECT DESCRIPTION

Based on our understanding of the project, the project includes:

- Construction of a 2.5-mile-long waterline between Nevada Pacific Parkway and Julia Lane along Highway 50 using open-cut construction techniques.
- The proposed water line will be PVC and will have a diameter of 14 inches and have a bury depth of up to 5 feet.
- Two trenchless crossings are anticipated to be required and will be located at Red Rock Road and Julia Lane.

Figure 1 below shows the proposed waterline alignment and the proposed exploration locations.

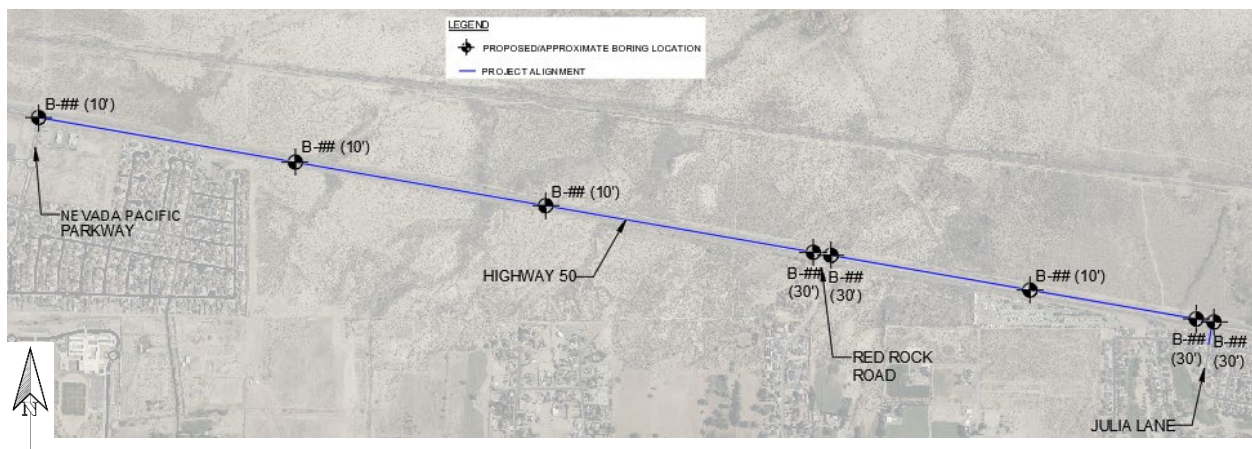


Figure 1: Project Extents and Proposed Exploration Locations

2.0 SCOPE OF SERVICES

Our geotechnical investigation program includes a literature review, subsurface exploration utilizing vertical test borings, laboratory testing, and engineering analysis to allow formulation of geotechnical recommendations for design and construction of this project.

2.1 LITERATURE REVIEW

Prior to initiating the field exploration, our engineer will review published geotechnical reports, geologic maps, fault hazard reports, and soils maps to identify the presence of documented geologic hazards at the site.

Based on geologic mapping and the data available in CME's geotechnical library, the proposed project area is mapped as lacustrine and alluvial deposits. The subsurface profile is anticipated to consist of interbedded layers of clay and sand. Groundwater may be shallow in this area and is anticipated to be observed between 6 and 10 feet below ground surface.

2.2 SUBSURFACE FIELD EXPLORATION

2.2.1 USA NORTH & SITE ACCESS PERMISSIONS

Access, Entry Permits, Work Hours, and Traffic Control:

- We assume that all necessary rights of entry and/or necessary permits will be provided by the client.
- For the purposes of this scope of work CME assumes **Stantec** will coordinate all access permits for the project. It is assumed an encroachment permit from both NDOT and/or City of Fernley will be required for this work. For the encroachment permit, a traffic control plan will be provided, if additional narrative of the exploration is required, information will be provided upon request from the client.
- Traffic control is anticipated to consist of alternating single-lane closures. It is assumed traffic control flaggers are not required. We have budgeted 2 days to complete the field work. Field set up will be subcontracted through Silver State Barricade & Sign
- We assume work will be permitted to be conducted during standard business hours: Monday-Friday 7:00am-5:00pm.

Identification of Existing Utilities:

- CME will contact USANorth811 to determine the locations of existing utilities.
- Standard precautions will be taken by CME to minimize the risk of damaging underground structures. However, it's important to note that underground exploration carries inherent risks, as precise location of all underground structures may not be possible.
- Existing as-builts and site utility plans shall be provided by the client/owner prior to mobilization of drilling equipment to the site. All plans shall be to scale.

Responsibility for Damage or Disruption:

- Our fee does not encompass compensation for any damage or disruption of services, or for repair costs resulting from insufficient or incorrect data.
- In cases where damage to underground structures occurs due to insufficient or incorrect data, the client will be responsible for the cost of repair.



Stantec
Highway 50 Water Main Looping Project
 November 20, 2024
 Page 3 of 7

Private GPR Utility Locator Coordination:

- Upon request from the client or owner, CME can coordinate with a private Ground Penetrating Radar (GPR) utility locator. This service may be used for privately owned utilities located within the upper 2 to 3 feet of the soil profile¹.

2.2.2 VERTICAL BORINGS

A total of eight (8) vertical exploratory borings will be drilled. Exploration depths are proposed to 10 feet at the pipeline installation locations, and up to 30 feet for trenchless crossings, or until practical refusal is encountered, whichever occurs first. Borings will be drilling using a rubber-tired, two-wheel drive drill rig equipped with solid-stem and hollow stem augers. Soil sample intervals will generally be at 2.5-foot intervals. Borings will be backfilled with bentonite chips where groundwater is encountered, tamped soil cuttings where groundwater is not encountered, and capped using Aquaphalt 6.0. Excess cuttings resulting from the drilled borings will be off hauled.

A CME field representative will log soils encountered in the test borings and visually classify soils in general accordance with the Unified Soils Classification System. Samples of the underlying soil will be collected and brought back to our laboratory for testing. The groundwater surface will be measured if encountered. Representative samples will be returned to our laboratory for testing.

2.3 LABORATORY TESTING



The purpose of the laboratory test program will be to evaluate the engineering and mechanical properties of soil samples collected in the field. We anticipate our laboratory test program will consist of the following:

- Testing for index properties such as moisture content, grain size distribution and plasticity
- Direct shear testing for trenchless crossings;

¹ This technique may be “**ineffective**” for locating plastic or AC lines.

2.4 REPORT AND ANALYSIS

Upon completion of our field, laboratory and office studies, a Geotechnical Investigation report will be completed for the project and will include the following:

- Description of the project site with the approximate locations of our field explorations, shown on a Site Plan;
- Descriptive logs of the explorations performed for this study;
- General summary of the site soils and geology;
- Discussion of groundwater conditions and potential for dewatering during construction;

Pipeline:

- Excavation/backfill requirements:
 - Discussion of expected excavation conditions;
 - Recommendations for stable slopes for pipe trench excavation and associated structure excavation with side slopes in accordance with OSHA guidelines
 - Bottom of trench soil preparation recommendations including stabilization construction methods
 - Recommendations for suitability of excavated material for bedding material and backfill of trenches above and below groundwater.
- Geotechnical design parameters for thrust blocks;
- Construction concerns including accessibility, dewatering, subgrade instability.

Jack and Bore/Trenchless Crossings:

- Sending and Receiving Pit design, including:
 - Recommendations for stable slope pit excavation in accordance with OSHA.
 - Lateral soil pressures (active, at-rest, and passive) for shoring and backstop design.
 - Sending and Receiving Pit backfill recommendations.
 - General discussion of soil properties for the anticipated soil strata to be encountered along alignment.
 - Anticipated construction difficulties within these soil strata such as bedrock, soil with large particle sizes (i.e. cobbles and boulders), groundwater conflicts, loose sand, or soft sediments.
- Anticipated construction difficulties.

Stantec
Highway 50 Water Main Looping Project
November 20, 2024
Page 5 of 7

2.5 GENERAL SCOPE EXCLUSIONS

Construction Phase Materials Testing and Inspection: Construction phase services can be provided upon request and will be addressed in a separate proposal.

Subsurface Infrastructure Conflicts: Privately owned utilities will not be marked by USANorth811. Our field crews have no expertise in location of or determining the location of buried structures, vaults, or subsurface infrastructure. It is the owner's responsibility to notify our field crews of potential conflicts which may be present within the exploration area. In addition, the owner is responsible for field marking all privately owned subsurface infrastructure. Our field crews are not responsible for damage to subsurface infrastructure which has not been identified in the field or on a scaled site plan.

Revegetation: The excavation equipment and exploration will damage vegetation (if present). Our scope of work excludes repairs, removal, clean up related to vegetation at the site, and revegetation. Our field crews will attempt to reduce the damage by limiting travel across the site using the equipment where possible.

Liquefaction: Engineering analysis associated with liquefaction potential of the underlying soils is excluded from the scope of this investigation. If liquefaction analysis is desired, drilling depths will need to be increased and additional laboratory testing and engineering analysis will be required. A separate proposal can be prepared.

Percolation/Infiltration Testing: The scope of work outlined here does not include onsite percolation investigation for stormwater infiltration purposes. If you require these services, please provide us with details such as the area and depth of proposed infiltration on a scaled site plan. We will then prepare a proposal to perform the necessary testing.

Unforeseen Conditions: During the geotechnical exploration process, unforeseen conditions such as buried debris, undocumented utilities, or geological anomalies may arise unexpectedly. These conditions have the potential to necessitate adjustments to the proposed exploration plan. In the event that such conditions are encountered, it may be necessary to develop a separate proposal to conduct further investigation and analysis.

Environmental Hazards: Our scope of work excludes investigation for environmental hazards. If a known hazard is encountered, CME will notify the client directly.

Weather Delays: The estimated fees exclude snow removal and ground stabilization for planned exploration. Delays may be incurred due to weather impacts resulting in modifications to the proposed schedule and potential addition of mobilization fees.

Hydrogeologist and Dewatering Analysis: CME does not have a hydrogeologist on staff. For dewatering analysis, including estimated pump rates, a subconsultant will be required. Typically, dewatering is the responsibility of the contractor. At the client's request, a hydrogeologist can be added to the team for an additional fee.



3.0 SCHEDULE

The schedule for the proposed scope of work will depend on the availability of the drilling subcontractor at the time the client provides authorization to proceed.

Fieldwork is generally anticipated to be scheduled within 4 to 6 weeks after authorization is received, provided that encroachment permits have been acquired. However, winter weather and holidays may affect the schedule. Laboratory testing is expected to take up to 2 weeks to complete, with the draft report available 6 to 8 weeks after field exploration is completed. Preliminary recommendations can be provided upon request.

4.0 COST ESTIMATE AND SCHEDULE

We will complete the scope of work outlined in Section 2.0 for an estimated fee outlined in Table 1.

Table 1: Estimated Fees	
Task	Estimated Fees Per Task
USA, Permits, & Coordination	\$2,050.00
Subsurface Exploration	
CME Field Engineer & Materials	\$5,700.00
Drilling Subcontractor	\$12,100.00
Traffic Control Subcontractor	\$5,950.00
Laboratory Testing	\$3,840.00
Engineering Analysis & Report Preparation	\$4,950.00
Total Estimated Fees: (Time and Materials Not To Exceed)	\$34,590.00
NOTES: 1. Assumes one site mobilization will be required. 2. Estimated fees per task are approximate and may vary slightly from those presented on the table for billing purposes. The total estimated fees budget is "not to exceed" without prior approval from client.	

Any additional work, if required for this investigation, will be billed on a time and materials basis in accordance with our Standard Fee Schedule.



Stantec
Highway 50 Water Main Looping Project
November 20, 2024
Page 7 of 7

Please feel free to call us should you have any questions or require additional information.

Sincerely,

CONSTRUCTION MATERIALS ENGINEERS, INC.



Stella A. Hardy, PE
Geotechnical Project Manager
shardy@cmenv.com
Direct: 775-737-7569



Carolyn J. Jones, PE
Project Engineer
cjones@cmenv.com
Direct: 775-737-7573
Cell: 775-376-2196

SAH:CJJ:cjj
v:\projects\minor proposals\geotech_proposals\2024\stantec - fernley hwy 50 water main looping project\scope & fee\geotechnical investigation proposal - city of fernley hwy 50 water main looping project rev no 1-11.20.2024.docx





October 16, 2024

Mr. Ryan Tordella, P.E.
Stantec Consulting
410 17th Street, Suite 1400
Denver, CO 80202

Re: City of Fernley Water Main Design, (the "Project")
Proposal to provide Land Surveying Services (the "Proposal")

Dear Mr. Tordella:

We are pleased to submit this Proposal to provide land surveying services for the above referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the "Agreement") between CFA, a Bowman company ("CFA") and Stantec, Inc. (the "Client").

PROPOSAL ASSUMPTIONS AND PROJECT UNDERSTANDING

It is our understanding that CFA will provide land surveying services in support of the City of Fernley Water Main Design project. Our proposal includes design-level topographic surveying and mapping that includes establishing the NDOT right-of-way along US 50-Alt as well, as sub-consultants for underground utility locating and vacuum excavation potholing.

Standard of Care - Services provided by CFA under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, including standard of care at the time the services were provided.

Quality Control - A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the CFA Quality Control Policy.

SCOPE OF SERVICES AND FEES

The scope of services (the "Scope") and associated fees shall be as follows:

1. Boundary & Topographic Surveying & Mapping:

CFA will prepare a design-level topographic survey of the project area that includes the north half of approximately 2.5 miles of US 50-Alt and portions of Nevada Pacific Blvd, Red Rock Road and Julia Lane (See Exhibit "1" attached). This survey will consist of a combination of terrestrial and aerial survey methodologies in support of a 1-contour interval base map. A boundary survey will be performed to establish the rights-of-way for US 50-Alt, Nevada Pacific Blvd, Red Rock Road, and Julia Way within the project area. All surface apparent features, improvements and utilities within the project area will be located. Sanitary sewer and storm drain structures will be located and "dipped" for invert elevations. Water and gas valves will be

1150 Corporate Blvd. Reno, Nevada 89502
O: 775.856.1150

cfareno.com | bowman.com



measured to top-of-nut. Utility markings as provide by USA Dig and the underground utility locator (Task 2 below) will be surveyed into the dataset. This proposal also includes surveying the location of underground utilities located within a maximum of 10 potholes exposed by the vacuum excavation contractor (Task 3 below). Underground utilities will be connected in the base map based on the best available evidence as outlined above.

Project deliverable will be a digital AutoCAD base map in Civil 3D format (Version 2018 database) that includes all planimetric and topographic features as well as boundary lines for rights-of-way within the project area.

2. Underground Utility Locating (Nason Scanning):

Underground utility locating services including penetrating radar and Radio Detection equipment to locate utilities for approximately 2.5 miles on the North side of HWY 50 outside of the improved highway from Nevada Pacific Blvd to Julia Ln and onto Julia Ln to Pepper Ln. Soil conditions in Northern NV restrict the depth of penetration of the GPR. From experience, Max depth of penetration is about 3'. Size and depth of objects matter. Rule of thumb, 1" diameter per foot of depth. This proposal is based upon USA dig being called in and painted out prior to commencement of work. Traffic control is not anticipated and is not included in this proposal.

3. Pothole Services (Badger, Inc.):

Hydro Excavate 10 potholes as directed in a single mobilization. Assumption that 5 of the potholes will be in Asphalt and 5 potholes will be in native soil. Badger to cut and remove asphalt on 5 holes. Hydro Excavate to find utilities (Approximately 12" diameter and up to 6' deep). Badger to backfill and patch with cold patch as needed. Traffic control is not anticipated and not included in this proposal. Disposition and water are off site.

Scope of work is to Hydrovac as directed. All work will be completed approximately within 20' of the truck with ideal weather and ground conditions. It is assumed that all work along US 50-Alt will be completed by accessing the frontage road on the north side of the highway.

Distances over 20' will require an additional operator and remote hose. Project is expected to allow off-site disposition. A minimum charge applies for all scheduled work if a job is cancelled within 12 hours of the start time. Any delays onsite outside of Badger's control will be in addition to the total and billed at T&M.

SUMMARY FEE MATRIX

Task	Description	Fee	Fee Type	Qty	Total
1	Boundary & Topographic Mapping	\$22,900	Lump Sum	1	\$ 22,900
2	Underground Utility Locating	\$16,560	Lump Sum	1	\$16,560
3	Potholing	\$11,050	Lump Sum	1	\$11,050
Total Estimated Fee					\$ 50,510



EXCLUSIONS

The following services are specifically excluded from the scope of this agreement and may be performed as contract addendums upon request:

- Traffic control;
- NDOT encroachment permit processing (if required);
- Legal or title analysis of property ownership or easement rights;
- Items not specifically delineated in Scope.

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by CFA in the interest of the Project and will be invoiced at the actual cost to CFA plus fifteen percent (15%) for handling and indirect costs in accordance with Schedule A attached hereto.

REPROGRAPHIC, COURIER AND OTHER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for CFA, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for CFA to perform the services described herein. By either countersigning this Proposal or verbally authorizing CFA to proceed, the Client warrants and represents that it has obtained such permission. The Client shall provide the following items upon request of CFA in a timely manner and at no expense to CFA:

- Obtaining NDOT encroachment permit (if required);
- Coordinating site access as needed
- Assistance in obtaining asbuilt utility plans from NDOT and City of Fernley as needed.

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, Client or regulatory requested revisions, additional meetings, regulatory changes, etc., CFA will notify the Client that additional scope of work and fees are required and will obtain the Client's written approval prior to proceeding with any additional work.

CFA's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.



Please indicate your acceptance of this proposal by executing below and returning a copy to this office.
Thank you for the opportunity to provide services to Stantec Consulting.

Respectfully,

A handwritten signature in blue ink that reads 'Kevin German'.

Kevin German, P.L.S.
Principal

Stantec, Inc. hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes CFA to proceed with the Project, and the undersigned represents that he or she is authorized by Inc. to so execute this Proposal.

Stantec, Inc.

By: _____
(Signature)

Printed Name: _____

Title: _____ Date: _____



Exhibit "1"
Project Area

Westerly Project Limits (Nevada Pacific Blvd.)



Red Rock Road





Exhibit "1"
(Continued)

Easterly Project Limits (Julia Lane)



AMENDMENT A

TO THE CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES BETWEEN THE CITY OF FERNLEY AND STANTEC CONSULTING SERVICES

This Amendment A to the Contract for Independent Contractor between the City of Fernley and **Stantec Consulting Services LLC** is entered into this

3rd of September 2025, by and between the City of Fernley (“City”) and Stantec Consulting Services LLC, also referred to as “The Parties.”

On the **18th day of December 2024,** the City and **Stantec Consulting Services LLC** entered into a Contract for services related to the Hwy 50 Water Loop Design project. The parties hereby wish to amend the contract as follows:

Description of Modifications:

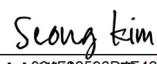
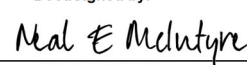
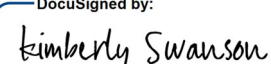
Extend the agreement with expiration of June 30, 2025 to March 31, 2026.

The Parties hereby approve and consent to the Amendment changes above. All of the other terms and conditions in the Contract that are not modified by this Amendment A, shall remain in full force and effect.

Each signatory for the Parties below has read Amendment A, agrees to be bound by said document, and has the authority to bind their respective entity as listed.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

AMENDMENT A

Signed by:		9/3/2025
		
3E9AC543001B4EA...	Contractor	Date
Signed by:		9/3/2025
		
1004F92596D75422	Utilities Director, City of Fernley	Date
DocuSigned by:		9/3/2025
		
189F070C283448E...	Mayor, City of Fernley	Date
DocuSigned by:		9/3/2025
		
F692B0472FBE490...	City Clerk, City of Fernley	Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Aaron Mouritsen, City Attorney

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible action to approve a Memorandum of Understanding between the City of Fernley and the City of Yerington to provide temporary court and administrative support to the City of Yerington while it recruits and hires permanent court staff.

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:

1. MOU COF COY 2025 Court Services

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into effective as of [Effective Date], by and between the City of F ("City of Fernley"), the City of Y ("City of Yerington"), collectively referred to as the "Parties."

WHEREAS, the Parties desire to cooperate to provide temporary court and administrative support to City of Yerington while it recruits and hires permanent court staff;

WHEREAS, the Parties desire to promote efficient use of public resources and taxpayer funds consistent with NRS 277.045, which authorizes interlocal cooperation agreements between public agencies;

WHEREAS, City of Fernley agrees to make qualified employees available to assist City of Yerington, and City of Yerington agrees to reimburse costs or temporarily hire such employees;

WHEREAS, the Parties also agree to share certain equipment and resources necessary to support municipal court operations; and therefore the parties agree as follows:

I. PURPOSE

The purpose of this MOU is to establish an agreement between the Parties to provide temporary assistance to the City of Yerington in court operations and administrative support until City of Yerington hires a permanent court clerk/supporting staff. This arrangement promotes operational efficiency, cost-effectiveness, and intergovernmental cooperation consistent with Nevada Revised Statutes and judicial efficiency.

II. SCOPE OF AGREEMENT

1. Temporary Staffing Assistance:

a. City of Fernley agrees to make available qualified employees with court clerk experience and/or administrative employees to assist City of Yerington with municipal court and administrative functions.

b. City of Yerington agrees to reimburse City of Fernley for any costs including overtime incurred by their employees while providing assistance to City of Yerington.

2. Use of Equipment:

1. To ensure continuity of court services and promote efficient use of public resources, court personnel including judicial officers are authorized to use equipment owned by the City of Fernley and City of Yerington for the performance of official judicial duties for City of Fernley and the City of Yerington, provided such use is reasonable and consistent with this agreement. Such use shall not interfere with the performance of duties owed to the City of Fernley during scheduled work hours.

III. INSURANCE COVERAGE

All Parties are insured through the Nevada Agency Insurance POOL and shall keep and maintain their coverages through POOL/Pact. In the event either Party discontinues liability coverage through POOL/Pact, that Party will promptly advise the other Parties thereof. If so, the Parties will review the new coverages to determine adequacy thereof; and the County may require City of Yerington to provide appropriate liability coverage as then agreed by the Parties. Failure to reach agreement as to continuing insurance will provide a basis for termination of this MOU. The County will be responsible for maintaining liability insurance for the Building and for its own property.

IV. RELATIONSHIP OF THE PARTIES

The Parties are associated with one another only for the purposes and to the extent set forth herein. Each Party is and shall be a separate and distinct public agency, and subject only to the terms of this MOU, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this agreement. Nothing contained herein shall be deemed or construed to:

- Create a partnership or joint venture;
- Create employer-employee or principal-agent relationships; or
- Create any liability for one Party with respect to the obligations of another Party.

V. LIABILITY LIMITATIONS

No Party waives, and all Parties maintain and assert, all available NRS Chapter 41 liability limitations and defenses in all cases.

VI. NOTICE

Notice related to this MOU shall be directed to:

The then-acting City of Fernley City Manager,
The then-sitting Municipal Judge of City of Yerington, and
The then-sitting Canal Township Justice of the Peace.

Notices shall be delivered personally or via U.S. Postal Service, first-class postage prepaid, to each person's physical place of employment and emailed to the recipient.

VII. DISPUTE RESOLUTION

Disagreements regarding this MOU shall first be addressed through direct discussion among the Parties, then, if necessary, through mediation to be mutually agreed upon. All Parties agree that the Third Judicial District Court shall have sole jurisdiction over any disputes arising under this MOU.

VIII. INDEMNIFICATION

1. City of Yerington agrees to indemnify, defend, and hold harmless the City of Fernley and Lyon County from and against any and all claims or causes of action arising from City of Yerington's actions pursuant to this MOU.
2. The City of Fernley and Lyon County agree to indemnify, defend, and hold harmless City of Yerington from and against any and all claims or causes of action arising from the County's actions pursuant to this MOU.

IX. TERM AND TERMINATION

This MOU shall become effective upon the date signed below. It shall remain in effect until terminated by any Party with thirty (30) days' written notice. Parties understand and agree this MOU may serve to assist with coverage between the Courts as well into the future after the City of Yerington has hired someone.

X. GOVERNING LAW/JURISDICTION

This Contract shall be governed by, and construed according to, the laws of the State of Nevada. The parties hereby consent to jurisdiction in Nevada courts.

.

SIGNATURES

City of Fernley

By: _____

Name: _____

Title: _____

Date: _____

City of Yerington

By: _____

Name: _____

Title: _____

Date: _____

City of Fernley Municipal Court Judge

By: _____

Name: _____

Title: _____

Date: _____

City of Yerington Municipal Court Judge

By: _____

Name: _____

Title: _____

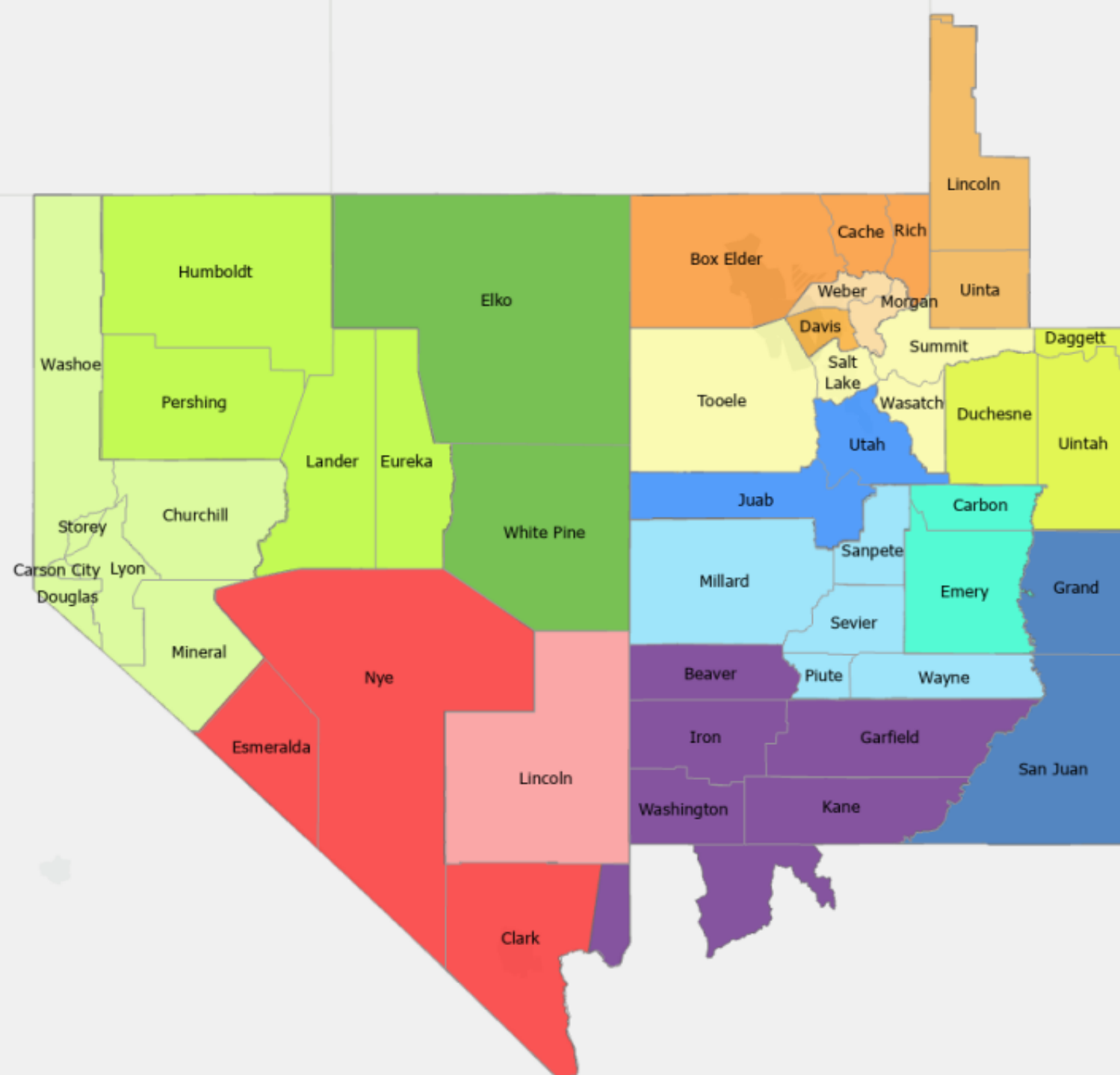
Date: _____



American Red Cross

Northern Nevada

Utah Nevada Response Areas with County Names



American Red Cross
Northern Nevada Chapter

**Serving: Washoe, Storey, Lyon,
Douglas, Mineral, Churchill,
Pershing, Humboldt, Lander,
Eureka, Elko, White Pine
Counties, and Carson City.**

**The Northern Nevada Chapter serves people facing emergencies everyday. Powered by
our staff, 289 dedicated volunteers and generous donors.**

What we do



American Red Cross
Northern Nevada Chapter

- **Provide critical assistance and resources to the U.S. military, veterans and their families nationwide.**
- **International Humanitarian Law. Educating community members about the rules of conflict.**
- **Work with Community Partners: Schools, Emergency Management, Fire Departments, and other businesses and organizations.**
- **Provide relief and recovery support for households impacted by disasters; 128 households this year .**
- **Trained more than 7,300 people in first aid, CPR, AED, water safety, babysitting, and other lifesaving skills.**
- **Opened 5 evacuation centers due to wildfires or apartment fires.**
- **Number of people deployed to national and international disasters: 22 responders and 50 events.**
- **And MORE!**



American Red Cross
Northern Nevada Chapter

Who we are

5 paid staff in Northern Nevada

Volunteers - 90% of our workforce

We are looking for more volunteers and board members!

redcross.org/volunteer



Community Programs for Youth, Adults and Businesses

Preparedness programs are national, standardized and free for community members taught by certified presenters. They are designed to help participants understand, prepare for and respond appropriately to emergencies and disasters through engaging and age-appropriate curriculum.



American Red Cross
Northern Nevada Chapter

Youth Programs

Prepare with Pedro & Youth Preparedness
K-2nd 3rd-5th

A 30-45 minute program for students that help students learn how to be prepared and take action during an emergency and natural disasters.

Our volunteers would love to present these at schools, libraries, or other youth centered programs.



American Red Cross
Northern Nevada Chapter

Be Red Cross Ready

The presentation is designed to teach people how to prepare for and respond to disasters likely to occur in their community such as wildfires, floods, and earthquakes. 6th grade and up.

Build a Kit * Make a Plan * Stay Informed



Hands Only

A 30 minute training teaching hands only technique for CPR. Participants learn how to check for consciousness, call 911 (or local emergency number) and give continuous chest compressions. 8th grade and up. *CPR training certificate not provided through this course.*

Visit redcross.org to learn more and sign up for life saving skills classes!



American Red Cross
Northern Nevada Chapter

Home Fire Campaign & Wildfire Preparedness

A 30-minute home visit reviewing home fire, wildfire and other safety checklists, beginning a home escape plan and installing free smoke alarms.

Call to make an appointment: 775-954-1185



American Red Cross
Northern Nevada Chapter

Ready Rating

A 30-minute presentation explaining our free membership program to help businesses, schools, or organizations become better prepared for disasters and other emergencies.

Visit [ReadyRating.org](https://www.readyrating.org)



American Red Cross
Northern Nevada Chapter

Contact Information

Bridget Posson

Executive Director

775-444-7706

bridget.posson@redcross.org

Main Office: 4750 Longley Lane, Suite 101 - Reno

Any Questions?



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 17, 2025

REPORT TO: Fernley Planning Commission

REPORT FROM: Alisa Johansson

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance
Motion

AGENDA ITEM:

(For Possible Action) Discussion and possible action regarding a request from the Planning Department to amend the home occupation use standards contained in Fernley Municipal Code, Title 32, Chapter 7, Section 200 (Bill 364, CA25003).

AGENDA ITEM BRIEF:

The Planning Department and City Clerk's Office propose to amend the City of Fernley's Municipal Code, Title 32, Chapter 7, Section 200 to refine and clarify regulations for the home occupation accessory use. In working with the City Clerk's office regarding these changes, a plethora of regulatory conflicts and enforcement issues were relayed to Planning Department staff. Complaints from neighbors, specialized business types, and compliance challenges were discussed and incorporated into the revised standards for this use. These proposed changes seek to address these facets of home occupations by improving the clarity of the code, simplifying licensing and enforcement, and limiting the occurrence of adverse impacts by restricting the overall scope of home occupations.

The proposed changes include, but are not limited to, the addition of a floor area limit and a prohibited home occupations list, as well as clarification and revision to limitations on associated vehicles and employees. Word choice revisions, punctuation and grammar corrections, and reorganization of the section are also proposed.

At the August 13th meeting, the City of Fernley Planning Commission unanimously voted to recommend approval of the proposed development code text amendment. First reading of the proposed Bill was conducted at the September 3rd City Council meeting.

RECOMMENDED MOTION:

"I move to approve and adopt Bill 364 associated with CA25003 amending the use standards for home occupations as proposed and presented by staff."

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:

"I move to deny Bill 364 associated with CA25003 amending the use standards for home occupations as proposed and presented by staff because I am unable to make the following required finding(s):
(State finding and supporting analysis—repeat for each applicable finding)."

"I move to approve and adopt Bill 364 associated with CA25003 amending the use standards for home occupations as presented by staff with the following modifications:
(Identify modification and state rationale—repeat for all requested modifications)."

BACKGROUND:

The Planning Department seeks to refine the use standards for home occupations. These changes seek to enhance the compatibility of home occupations with their residential surroundings, reduce conflicts, streamline enforcement, and simplify licensing.

One of the many changes and additions is a new limitation on the total floor area that may be occupied by home occupations as well as where that floor area may be located. This change seeks to ensure that the home occupation accessory use remains subordinate and incidental to the primary residential use while also offering new flexibility for occupancy of accessory structures on the site. Staff also included revisions to the allowances for storage, associated vehicles, and employees—these amendments are intended to minimize the outwardly apparent scope and scale of the businesses to address community concerns such as visual impacts, spillover parking, and additional trips generated to and from the site. In consulting with the City Clerk's Office and with the adopted development codes of nearby jurisdictions, a list of incompatible and impermissible home occupations was developed and added to address the proliferation of niche business types, which can be difficult to classify and regulate and which can result in unanticipated adverse impacts to neighboring properties and to City infrastructure such as roadways and utilities. Finally, grammatical and word choice revisions are proposed throughout the section for clarity and improved organization. At this time, there are no proposed changes to the use definition or to the use table where home occupations are identified—home occupations would continue to be defined as accessory to a single-family residential use and would continue to be allowed as such an accessory use in the same range of residential, mixed-use, and commercial zones.

Analysis: Development Code Text Amendment

Approval Criteria

A development code text amendment is committed to the City Council's legislative discretion. A development code text amendment may be approved if it meets the following criteria.

1. *Consistent with the city's master plan and otherwise consistent with state and federal law.*

The proposed code amendment is consistent with the City's Comprehensive Master Plan as a continuation of

and complement to the development code's implementation of master plan goals and policies. Although home occupations are not specifically mentioned in the comprehensive plan, the following goals and policies would be supported by this code amendment. More broadly, the Comprehensive Plan's emphasis on land use compatibility and mitigation or prevention of adverse impacts caused by development supports the promulgation of increasingly effective and adaptive code where such compatibility conflicts are found to be present.

LU.1.4 Ensure existing and future land uses are compatible.

The code amendment seeks to impose stricter regulations on home occupations, enhancing compatibility with the surrounding residential uses. By limiting vehicles, employees, and the type, scope, and scale of home occupations, staff intends to limit the adverse impacts experienced by the community.

LU.1.5 Promote infill development.

Although home occupations accompany existing developed sites, promoting intensification and infill of residential areas with appropriately scaled and conditioned non-residential uses promotes efficient use of land. By promoting home occupations as an accessory use in residential, mixed-use, and commercial zones where single-family dwellings are present, the City effectively concentrates those non-residential uses in areas where they can be effectively served by existing public services and infrastructure.

2. Public notice was given, and a public hearing held per the requirements of the Development Code and Nevada Revised Statutes.

A public hearing was held on August 13th, 2025 at 5 p.m. Legal notice was published in the Reno-Gazette Journal on July 29, 2025. An additional public hearing will be held on September 17th, 2025 and additional legal notice will be provided.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General References

Nevada Revised Statutes (NRS) Chapter 266 – General Law for Incorporation of Cities and Towns
Nevada Revised Statutes (NRS) Chapter 268 – Powers and Duties Common to Cities and Towns Incorporated under General or Special Laws
Nevada Revised Statutes (NRS) Chapter 278 – Planning and Zoning
Fernley Municipal Code (FMC) Title 32 – Development Code
City of Fernley Comprehensive Master Plan, August 2018 (3rd Update)

Specific References

NRS 266.105-118 – Ordinances and Resolutions
NRS 268.014 – Codification of Ordinances; Publication of Code

FMC 1.01.03 – Official Municipal Code, Amendments
FMC 32.03.040(d) – Development Code, Administration, Development Code Text Amendments
FMC 32.07.200 – Development Code, Use Standards, Home Occupations

FINANCIAL IMPLICATIONS:

None.

ATTACHMENTS:

1. Exhibit 1 - Bill 364
2. Exhibit 2 - Home Occupations - Original Code
3. Exhibit 3 - Home Occupations - Amended Code

BILL #364
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AMENDING TITLE 32, CHAPTER 7, SECTION 200 (HOME OCCUPATIONS) OF THE FERNLEY DEVELOPMENT CODE TO IMPROVE COMPATIBILITY, REDUCE ADVERSE IMPACTS, AND SIMPLIFY LICENSING AND ENFORCEMENT.

THE CITY COUNCIL OF THE CITY OF FERNLEY, hereinafter “the Council”, DO HEREBY ORDAIN:

Section 1. Title 32, Chapter 9, Section 200 is hereby amended as follows:

Sec. 32.07.200. - Home occupations.

Purpose: It is the purpose of this section to recognize the home as a viable location for some occupations and to ensure the compatibility of home occupations with the surrounding neighborhood. Except as otherwise provided in this Section and Title, no residential dwelling unit may be used for the purpose of conducting any business or income-generating activity. This section provides the following benefits:

- Supports opportunities for alternative employment forms that are nurturing to a family environment by allowing one or both parents to remain home during the day;
- Increases the number of people at home during the day, which improves neighborhood safety;
- Allows incubators for small business, which leads to increased commercial activity as businesses grow; and
- Encourages telecommuting, thereby minimizing traffic congestion and air pollution.

(a) Applicability. This section applies to any home occupation, except as follows:

1. Educational activities, including, but not limited to, music lessons, academic tutoring, or religious instruction, provided that no more than two students are present at any one time.
2. Telecommuting or remote working arrangements, provided that no one other than the resident shall be employed on-site or report to work at the site for the purpose of telecommuting.

(b) Standards.

- (1) The home occupation shall be operated entirely within a dwelling unit by a person or persons residing in the dwelling unit as a clearly secondary and incidental use of the dwelling for residential purposes. The home occupation shall not occupy more than 25% of the total floor area on the site, or 300 square feet, whichever is less. The home occupation must not change the residential character of the dwelling unit.
- (2) Home occupations may be conducted within permitted accessory buildings, provided the size limit identified in (1) is met.
- (3) A home occupation may not occupy more than one site.
- (4) The home occupation may include storage for stock-in-trade, supplies, small-scale equipment, or goods. Storage areas must be confined to the dwelling unit or accessory structure in which the home occupation is conducted.

- (5) Vehicles associated with home occupations are limited as follows:
- a. On all sites, no more than one vehicle and one trailer may be associated with the home occupation.
 - b. Vehicles and/or trailers associated with the home occupation must be parked on-site. Vehicles and/or trailers associated with the home occupation may not be parked in the street or on another site not associated with the home occupation.
 - c. Vehicles parked on-site may not exceed a gross unladen vehicle weight of 10,000 pounds. Trailers parked on-site may not exceed 25' in length.
 - d. Exception: Truck tractors used in independent operator freight or trucking home occupations must be parked off-site in a location approved for freight or trucking uses. This requirement shall not be construed to cause the independent operator trucking home occupation to occupy more than one site, nor shall this requirement be construed to allow other home occupations to park or store vehicles off-site.
- (6) Up to five client visits and/or service deliveries to the home occupation are allowed per day. Client visits shall be by appointment only. Client visits and service deliveries shall not result in adverse impacts to neighboring properties, including, but not limited to, blocked access or excessive noise.
- (7) Unless required by federal or state regulation, there shall be no indication of the home occupation on the exterior of the premises. Documentation of the applicable federal or state regulation shall be provided to the City prior to permit issuance.
- (8) There shall be no manufacturing, processing, or similar activity on the premises which generates noise, odor, dust, vibration, fumes, smoke, electrical interference, or other interference with or nuisance to adjacent properties.
- (9) The home occupation shall not be operated without the written consent of the owner of the real property. An affidavit signed by the property owner shall be submitted as part of the business license application whenever the licensee is not the property owner.
- (10) No employees of the business shall be allowed to report for duty either at or near the residence.
- (11) Prohibited home occupations. The following uses are not permitted as home occupations:
- a. Adult businesses,
 - b. Animal services, except for dog training, mobile grooming, or other services conducted off-site,
 - c. Auto and truck repair uses, except mobile repair services,
 - d. Medical service uses, except for those service uses that do not result in client visits to the site of the home occupation, such as telehealth and mobile or in-home services for clients,
 - e. Cosmetology services,
 - f. Massage services, except for callout services conducted in a mobile unit or in the home of the client,
 - g. Manufacturing uses, except small-scale craftwork or similar items,

- h. Contractor shops and skilled trade services, except when conducted off-site from a mobile unit,
 - i. Restaurant uses, except for cottage food preparation, and for food trucks and other mobile uses when sales are conducted off-site. Permitted uses must conform to all state and local health regulations, and
 - j. On-site vehicle and equipment rentals and sales, except when conducted as a service provided entirely via telephonic or online means, for example vehicle brokerage or rental fleet management.
 - k. Waste related uses.
 - l. Exceptions:
 - i. Legally permitted home occupations in existence as of the effective date of this ordinance are considered legally established and may continue operating provided that the use is not discontinued pursuant to Section 32.08.040. Legally permitted home occupations required to obtain a new license are considered new and must adhere to current regulations.
 - ii. Other exceptions to the prohibited home occupations list may be approved by the Administrator with the provision of a business plan.
- (c) *Business license required.* A person desiring to conduct a home occupation shall complete an application for a business license under [title 10](#) of this Code. The business license application shall include a clear description of the proposed home occupation, including days and hours of operation, description of services offered or goods sold or manufactured, whether the business is in-home or mobile, and, if requested, a utility plan, waste disposal plan, or other supporting information as determined by the Administrator.
- (d) *[Conditional Use Permit.]* If unable to meet the requirements of this section, the planning commission may, by conditional use permit, allow a home occupation without full compliance with the current provisions of this title when the proposed changes are not detrimental to the public health, safety, and welfare.

- Section 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- Section 3.** The City Clerk is instructed and authorized to publish the title of this ordinance as provided by law.
- Section 4.** This ordinance shall become effective upon passage, approval, and publication.
- Section 5.** The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare, and convenience.
- Section 6.** In any subsection, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.

Section 7. The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL #364 BEING HEREBY PROPOSED on the 13th day of August, 2025.

BILL #364 BEING HEREBY PASSED, APPROVED, and ADOPTED this 17th day of September, 2025, by the following vote of the Council:

Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

FERNLEY CITY COUNCIL

By: _____ Date: _____
Neal E. McIntyre, Mayor

Attest By: _____ Date: _____
Kim Swanson, City Clerk

Home Occupation code suggestions:

Existing definition:

Home occupation. A use customarily carried on by a dwelling occupant and incidental to the primary residential use, providing such residential character of the property is not changed and is operated in compliance with [chapter 32.07](#).

Existing use table:

Use Category	Use Type	Additional Use Standards	GR20	RR5	RR1	RR½	SF20	SF12	SF9	SF6	MDR14	MF21	MF30	MU	C1	C2	TC	EC	I	PF
Residences																				
	Home occupation	reference chapter 32.07	A	A	A	A	A	A	A	A	A	A	A	A	A	A				

Existing use standards:

Sec. 32.07.200. - Home occupations.

Purpose: It is the purpose of this section to recognize the home as a viable location for some occupations and to ensure the compatibility of home occupations with the surrounding neighborhood. Furthermore, this section provides the following benefits:

- Support opportunities for alternative employment forms that are nurturing to a family environment by allowing one or both parents to remain home during the day;
- Increase the number of people at home during the day, which improves neighborhood safety;
- Act as incubators for small business, which leads to increased commercial activity as businesses grow; and
- Encourage telecommuting, thereby minimizing traffic congestion and air pollution.

(a) Applicability. This section applies to any home occupation.

(b) Standards.

- (1) The home occupation shall be operated entirely within a dwelling unit by a person or persons residing in the dwelling unit as a clearly secondary and incidental use of the dwelling for residential purposes. The home occupation must not change the residential character of the dwelling unit.
- (2) The home occupation may include storage for stock-in-trade, supplies, equipment, or goods and must be confined to the dwelling unit, accessory structures, or be stored behind a solid fence to conceal these items from any public street.

- (3) Not more than one commercial motor vehicle or trailer shall be kept at the residence. Commercial motor vehicles or trails shall not exceed an unladen vehicle weight of 10,000 pounds or be more than 25 feet in length, except on parcels greater than two acres in size.
 - (4) Up to five client visits or service deliveries to the home occupation are allowed per day. Client visits shall be by appointment only.
 - (5) Unless required by federal regulation, There shall be no indication of the home occupation on the exterior of the premises.
 - a. Unless required by federal regulation. Demonstration of this requirement is necessary for the city to permit indication on the exterior of the home occupation.
 - (6) There shall be no manufacturing, processing, or similar activity on the premises which generates noise, odor, dust, vibration, fumes, smoke, electrical interference or other interference with adjacent properties.
 - (7) The home occupation shall not be operated without the written consent of the owner of the real property. An affidavit signed by the property owner shall be submitted as part of the business license application.
 - (8) In residential-single-family zoning districts, no employees of the business shall be allowed to report for duty either at or near the residence. In residential-rural zoning districts, no employees of the business shall be allowed to report for duty either at or near the residence, except in the GR20 and RR5 zoning districts where not more than three non-occupants may be allowed to report for duty at the residence.
- (c) *Business license required.* A person desiring to conduct a home occupation shall complete an application for a business license under [title 10](#) of this Code.
- (d) *[Exceptions.]* If unable to meet the requirements of this section, the planning commission may, by conditional use permit, allow a home occupation without full compliance with the current provisions of this title when the proposed changes are not detrimental to the public health, safety, and welfare.

Home Occupation code suggestions:

Existing definition: ~~(no proposed changes)~~:

Home occupation. A use customarily carried on by a dwelling occupant and incidental to the primary residential use, providing such residential character of the property is not changed ~~and is.~~ Home occupations shall be operated in compliance with [chapter 32.07](#).

Existing use table: ~~(no proposed changes)~~:

Use Category	Use Type	Additional Use Standards	GR20	RR5	RR1	RR½	SF20	SF12	SF9	SF6	MDR14	MF21	MF30	MU	C1	C2	TC	EC	I	PF
Residences																				
	Home occupation	reference chapter 32.07	A	A	A	A	A	A	A	A	A	A	A	A	A	A				

~~Existing~~Revised use standards:

Sec. 32.07.200. - Home occupations.

Purpose: It is the purpose of this section to recognize the home as a viable location for some occupations and to ensure the compatibility of home occupations with the surrounding neighborhood. ~~Furthermore, this~~Except as otherwise provided in this Section and Title, no residential dwelling unit may be used for the purpose of conducting any business or income-generating activity. This section provides the following benefits:

- Supports ~~s~~ opportunities for alternative employment forms that are nurturing to a family environment by allowing one or both parents to remain home during the day;
- Increases ~~s~~ the number of people at home during the day, which improves neighborhood safety;
- ~~Act as~~Allows incubators for small business, which leads to increased commercial activity as businesses grow; and
- Encourages ~~s~~ telecommuting, thereby minimizing traffic congestion and air pollution.

(a) *Applicability.* This section applies to any home occupation ~~-,~~ except as follows:

1. Educational activities, including, but not limited to, music lessons, academic tutoring, or religious instruction, provided that no more than two students are present at any one time.
2. Telecommuting or remote working arrangements, provided that no one other than the resident shall be employed on-site or report to work at the site for the purpose of telecommuting.

(b) *Standards.*

- (1) The home occupation shall be operated entirely within a dwelling unit by a person or persons residing in the dwelling unit as a clearly secondary and incidental use of the dwelling for residential purposes. The home occupation shall not occupy more than 25% of the total floor area on the site, or 300 square feet, whichever is less. The home occupation must not change the residential character of the dwelling unit.
- (2) Home occupations may be conducted within permitted accessory buildings, provided the size limit identified in (1) is met.
- (3) A home occupation may not occupy more than one site.
- (2)(4) The home occupation may include storage for stock-in-trade, supplies, small-scale equipment, or goods ~~and~~. Storage areas must be confined to the dwelling unit, ~~accessory structures,~~ or ~~be stored behind a solid fence to conceal these items from any public street.~~ accessory structure in which the home occupation is conducted.
- (5) ~~Not~~ Vehicles associated with home occupations are limited as follows:
 - a. On all sites, no more than one commercial motor vehicle or and one trailer shall may be kept at associated with the residence. Commercial motor vehicles home occupation.
 - b. Vehicles and/or trails shall trailers associated with the home occupation must be parked on-site. Vehicles and/or trailers associated with the home occupation may not be parked in the street or on another site not associated with the home occupation.
 - (3)c. Vehicles parked on-site may not exceed a gross unladen vehicle weight of 10,000 pounds or be more than 25 feet in length, except on parcels greater than two acres in size. Trailers parked on-site may not exceed 25' in length.
 - d. Exception: Truck tractors used in independent operator freight or trucking home occupations must be parked off-site in a location approved for freight or trucking uses. This requirement shall not be construed to cause the independent operator trucking home occupation to occupy more than one site, nor shall this requirement be construed to allow other home occupations to park or store vehicles off-site.
- (4)(6) Up to five client visits and/or service deliveries to the home occupation are allowed per day. Client visits shall be by appointment only. Client visits and service deliveries shall not result in adverse impacts to neighboring properties, including, but not limited to, blocked access or excessive noise.
- (5) Unless required by federal or state regulation, ~~T~~there shall be no indication of the home occupation on the exterior of the premises.

~~a.(7)~~ Unless required by Documentation of the applicable federal or state regulation. Demonstration of this requirement is necessary for the city shall be provided to the City prior to permit indication on the exterior of the home occupation issuance.

~~(6)(8)~~ There shall be no manufacturing, processing, or similar activity on the premises which generates noise, odor, dust, vibration, fumes, smoke, electrical interference, or other interference with or nuisance to adjacent properties.

~~(7)(9)~~ The home occupation shall not be operated without the written consent of the owner of the real property. An affidavit signed by the property owner shall be submitted as part of the business license application whenever the licensee is not the property owner.

~~(10)~~ In residential single-family zoning districts, no No employees of the business shall be allowed to report for duty either at or near the residence. ~~In residential-rural zoning districts, no employees of the business shall be allowed to report for duty either at or near the residence~~

~~(11)~~ Prohibited home occupations. The following uses are not permitted as home occupations:

- a. Adult businesses,
- b. Animal services, except in the GR20 for dog training, mobile grooming, or other services conducted off-site,
- c. Auto and RR5 zoning districts where not more than three non-occupants may be allowed to report truck repair uses, except mobile repair services,
- d. Medical service uses, except for duty at those service uses that do not result in client visits to the site of the home occupation, such as telehealth and mobile or in-home services for clients,
- e. Cosmetology services,
- f. Massage services, except for callout services conducted in a mobile unit or in the home of the residence client,
- g. Manufacturing uses, except small-scale craftwork or similar items,
- h. Contractor shops and skilled trade services, except when conducted off-site from a mobile unit,
- i. Restaurant uses, except for cottage food preparation, and for food trucks and other mobile uses when sales are conducted off-site. Permitted uses must conform to all state and local health regulations, and
- j. On-site vehicle and equipment rentals and sales, except when conducted as a service provided entirely via telephonic or online means, for example vehicle brokerage or rental fleet management.

k. Waste related uses.

l. Exceptions:

i. Legally permitted home occupations in existence as of the effective date of this ordinance are considered legally established and may continue operating provided that the use is not discontinued pursuant to Section 32.08.040. Legally permitted home occupations required to obtain a new license are considered new and must adhere to current regulations.

(8)ii. Other exceptions to the prohibited home occupations list may be approved by the Administrator with the provision of a business plan.

(c) Business license required. A person desiring to conduct a home occupation shall complete an application for a business license under title 10 of this Code. The business license application shall include a clear description of the proposed home occupation, including days and hours of operation, description of services offered or goods sold or manufactured, whether the business is in-home or mobile, and, if requested, a utility plan, waste disposal plan, or other supporting information as determined by the Administrator.

~~*(d) [Exceptions.] [Conditional Use Permit.]*~~ If unable to meet the requirements of this section, the planning commission may, by conditional use permit, allow a home occupation without full compliance with the current provisions of this title when the proposed changes are not detrimental to the public health, safety, and welfare.

(d)



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Lisa Warner

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion
Ordinance

AGENDA ITEM:

(For Possible Action) Discussion and possible action regarding Bill #362 (associated with CA25002) to revise Section 32.09.090(i) (Landscaping and Screening) of the City of Fernley Development Code to update the location and design requirements and other specifications for trash enclosures and update the screening requirements for mechanical and electrical equipment and facilities.

AGENDA ITEM BRIEF:

While working through some current commercial projects, it has been discovered that it is necessary to update the Development Code Section for Landscaping and Screening to ensure consistent and compliant trash enclosures and mechanical and electrical equipment and facilities screening throughout the City of Fernley.

RECOMMENDED MOTION:

APPROVE

"I move to pass, approve and adopt Bill #362 associated with CA25002 as presented by staff."

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:

"I move to deny Bill #362 associated with CA25002 because _____."

NOTE: Though no further language has been provided, Council may make any other motion consistent with Fernley City Council Rules of Procedure.

BACKGROUND:

Recent commercial projects have shown that current requirements in the Fernley Development Code for trash enclosures and mechanical and electrical screening are vague and unclear; therefore, it was determined that more specific requirements should be added to the Development Code. These additional requirements will make it easier for City staff to enforce the requirements and ensure consistent and compliant trash enclosures and mechanical and electrical equipment and facilities screening throughout the City of Fernley.

There are multiple changes throughout this section of Development Code. Trash Enclosures and Mechanical and Electrical have been split into two (2) sections. New content regarding specific standards and requirements has been added to both sections.

For trash enclosures, the following items have been added: location, height, enclosure construction materials, gate construction materials, concrete floor with service apron, and spill containment systems for restaurants and other similar uses.

For mechanical and electrical, the following items have been added: screening height, inclusion of screening ductwork, antennas, and satellite disks, and chain link fences only being allowed in Industrial zones.

After the First Reading at City Council, "Screening shall meet manufacturer specifications to allow for proper air flow" has been added to the proposed version.

Planning Commission voted 6-1 on August 13, 2025, to recommend City Council approve this Code Amendment.

FINDINGS:

In order to be approved, the following findings must be met:

1. The code amendment is consistent with the city's Master Plan and is otherwise consistent with state and federal law.

The Master Plan does not specifically address trash enclosures or mechanical screening. Therefore, the proposed Code Amendment does not violate any specific Master Plan requirement.

2. Public notice was given, and a public hearing held per the requirements of the Development Code and Nevada Revised Statutes.

Public notice was given, and a public hearing was held at the Planning Commission meeting on August 13, 2025, and is being held for the Second Reading of the bill at the City Council meeting today.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Fernley Development Code Section 32.09.090(i)

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Code Amendment(CA25002) Original Development Code
2. ! Proposed Blackline Final Version
3. Bill #362
4. Trash Enclosure picture
5. Trash Enclosure Proposed_Final

(i)Trash enclosure and mechanical/electrical.

(1) Trash enclosures shall allow convenient access from each tenant.

(2) Trash enclosures shall be constructed to be architecturally compatible with the project. All trash enclosures shall be treated with anti-graffiti material. The trash enclosure shall be constructed of substantial building materials used in the design of the building(s). The gates shall be constructed of durable material that screens the trash enclosure. Wood and chain link gates are not allowed.

(3) Switch boxes, transformers, electrical and gas meters, including ground mounted air conditioning units and other above ground or building mounted utility elements (including antennas or satellite disks), shall be screened or located out of view from public roads, driveways and common public areas, such as exterior entrances.

(4) All roof-mounted equipment shall be screened with a parapet from adjacent properties, public rights-of-way, and driveways/common areas within project. The screening elements shall be designed to be compatible with building architecture.

Sec. 32.09.090. – Landscaping and screening.

*(i) **Trash Enclosures.***

(1) All development shall provide interior or exterior areas for all refuse and recycling containers, compactors, and other refuse collection per the standard of the local trash service provider, unless the provider certifies that refuse is not generated at the site.

Screened enclosures are required for all industrial uses, commercial uses, and multi-family residential uses with four or more units.

*(2) **Location of Trash Enclosures.***

- a. Trash enclosures shall be sited to allow convenient access for each tenant or business and shall facilitate convenient collection by vendors.
- b. Trash enclosures shall be sited in locations screened from adjoining streets and other public areas. Trash enclosures may be permitted within side and rear setbacks subject to approval by the Administrator.
- c. Trash enclosures shall not be located between a lot's street frontage and the street-facing (front) façade of the primary building on the lot.
- d. Deviations from these siting standards may be allowed by the administrator based on additional information provided by the applicant including, but not limited to, demonstrated collection and service challenges, building design, parking design, and/or vehicular and pedestrian access.

*(3) **Design and Other Specifications.***

- a. Trash enclosures shall be permanent in nature and architecturally compatible with the project by incorporating building materials and colors consistent with the primary building.
- b. Trash enclosures shall be constructed of masonry, concrete block, or other durable opaque material on three sides and a solid opaque metal gate on the fourth side.
- c. All trash enclosures shall be treated with anti-graffiti material.
- d. The height of enclosure walls shall be:

Height of Required Dumpster or Other Trash Receptacle	Minimum Height of Enclosure Walls
6 feet or more	8 feet
Less than 6 feet	At least 1 foot above height of required dumpster or other trash receptacle.

Commented [MR1]: Not loving the "solid waste" enclosure. But I'll try it out for now.

Commented [LW2R1]: Changing it back to trash enclosures

Commented [CM3R1]: Possible alternatives:
• "Trash and refuse collection areas"
• "Dumpsters"

Commented [CM4]: We could simplify this even more by saying all land uses except single family residential, but this is clearer.

Commented [AJ5]: Per WM, they do not set the size of the container, the customer decides how often they'd like service and the sales rep helps them determine which size would be appropriate. It sounds like only residential customers get carts/totes/bins (96-gallon, etc.).

Commented [CM6R5]: I added language above that would require owners to use containers per WM's standards

- e. Enclosure gates shall be constructed of steel or other metal material and shall remain closed except when trash pick-ups occur. Wood gates are not allowed in any zone. Opaque chain link gates are allowed in Industrial zones.
- f. Gates shall be appropriately sized for the containers screened by the enclosure. Gates shall allow collection by vendors and commercial users. In multifamily residential projects, a separate pedestrian access into the enclosure is required.
- g. All trash enclosures shall have a concrete floor with a service apron extending 5 feet beyond the gate(s).
- h. Trash enclosures for restaurants and other similar uses shall provide a spill containment system or other mechanism to ensure liquids remain within the enclosure.
- i. Adequate clearance for service vehicles shall be provided pursuant to vendor specification on file with the Administrator.

Commented [CM7]: Not a development code issue.

Commented [MR8R7]: Why not? Providing enough room for turning movements seems like a development code issue to me.

(ii) ***Mechanical and Electrical Equipment and Facilities.***

- (1) Switch boxes, transformers, electrical and gas meters, including ground mounted air conditioning units and other above ground or building mounted utility elements (including ductwork, antennas or satellite disks), shall be screened or incorporated into the structure of the building.
 - a. Screening shall be at least 1 foot taller than the height of the mechanical and electrical equipment.
 - b. Screening shall meet manufacturer specifications to allow for proper air flow.
 - c. Slotted chain link fencing shall only be used for Industrial uses.
- (2) All roof-mounted equipment shall be screened with a parapet from adjacent properties, public rights-of-way, and driveways/common areas within project. The screening elements shall be designed to be compatible with building architecture and materials. Chain link fencing is not allowed for roof-top parapets.

BILL #362
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AMENDING TITLE 32, CHAPTER 9, SECTION 090 (LANDSCAPING AND SCREENING) OF THE FERNLEY DEVELOPMENT CODE TO UPDATE THE LOCATION AND DESIGN REQUIREMENTS FOR TRASH ENCLOSURES AND UPDATE THE SCREENING REQUIREMENTS FOR MECHANICAL AND ELECTRICAL EQUIPMENT AND FACILITIES.

THE CITY COUNCIL OF THE CITY OF FERNLEY, hereinafter “the Council”, DO HEREBY ORDAIN:

Section 1. Title 32, Chapter 32.09, Section 32.09.090(i) is hereby amended as follows:

Sec. 32.09.090 – Landscaping and screening.

(i) *Trash enclosures.*

(1) All development shall provide interior or exterior areas for all refuse and recycling containers, compactors, and other refuse collection per the standard of the local trash service provider, unless the provider certifies that refuse is not generated at the site. Screened enclosures are required for all industrial uses, commercial uses, and multi-family residential uses with four or more units. Trash enclosures shall allow convenient access from each tenant.

(2) Location of Trash Enclosures.

- a. Trash enclosures shall be sited to allow convenient access for each tenant or business and shall facilitate convenient collection by vendors.
- b. Trash enclosures shall be sited in locations screened from adjoining streets and other public areas. Trash enclosures may be permitted within side or rear setbacks subject to approval by the Administrator.
- c. Trash enclosures shall not be located between a lot’s street frontage and the street-facing (front) façade of the primary building on the lot.
- d. Deviations from these siting standards may be allowed by the Administrator based on additional information provided by the applicant including, but not limited to, demonstrated collection and service challenges, building design, parking design, and/or vehicular and pedestrian access.

(3) Design and Other Specifications.

- a. Trash enclosures shall be permanent in nature and architecturally compatible with the project by incorporating building materials and colors consistent with the primary building.
- b. Trash enclosures shall be constructed of masonry, concrete block, or other durable opaque material on three sides and a solid opaque metal gate on the fourth side.
- c. All trash enclosures shall be treated with anti-graffiti material.

- d. The height of enclosure walls shall be:

Height of Required Dumpster or Other Trash Receptacle	Minimum Height of Enclosure Walls
6 feet or more	8 feet
Less than 6 feet	At least 1 foot above height of required dumpster or other trash receptable.

- e. Enclosure gates shall be constructed of steel or other metal material and shall remain closed except when trash pick-ups occur. Wood gates are not allowed in any zone. Opaque chain link gates are allowed in Industrial zones.
- f. Gates shall be appropriately sized for the containers screened by the enclosure. Gates shall allow collection by vendors and commercial users. In multi-family residential projects, a separate pedestrian access into the enclosure is required.
- g. All trash enclosures shall have a concrete floor with a service apron extending five (5) feet beyond the gate(s).
- h. Trash enclosures for restaurants and other similar uses shall provide a spill containment system or other mechanism to ensure liquids remain within the enclosure.
- i. Adequate clearance for service vehicles shall be provided pursuant to vendor specifications on file with the Administrator.

(ii) Mechanical and Electrical Equipment and Facilities.

1) Switch boxes, transformers, electrical and gas meters, including ground mounted air conditioning units and other above ground or building mounted utility elements (including ductwork, antennas or satellite disks), shall be screened or incorporated into the structure of the building.

- a. Screening shall be at least one (1) foot taller than the height of the mechanical and electrical equipment.
- b. Slotted chain link fencing shall only be used for Industrial uses.

2) All roof-mounted equipment shall be screened with a parapet from adjacent properties, public rights-of-way, and driveways/common areas within project. The screening elements shall be designed to be compatible with building architecture and materials. Chain link fencing is not allowed for roof-top parapets.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

- Section 3.** The City Clerk is instructed and authorized to publish the title of this ordinance as provided by law.
- Section 4.** This ordinance shall become effective upon passage, approval, and publication.
- Section 5.** The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare, and convenience.
- Section 6.** In any subsection, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.
- Section 7.** The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL #362 BEING HEREBY PROPOSED on the 3rd day of September, 2025.

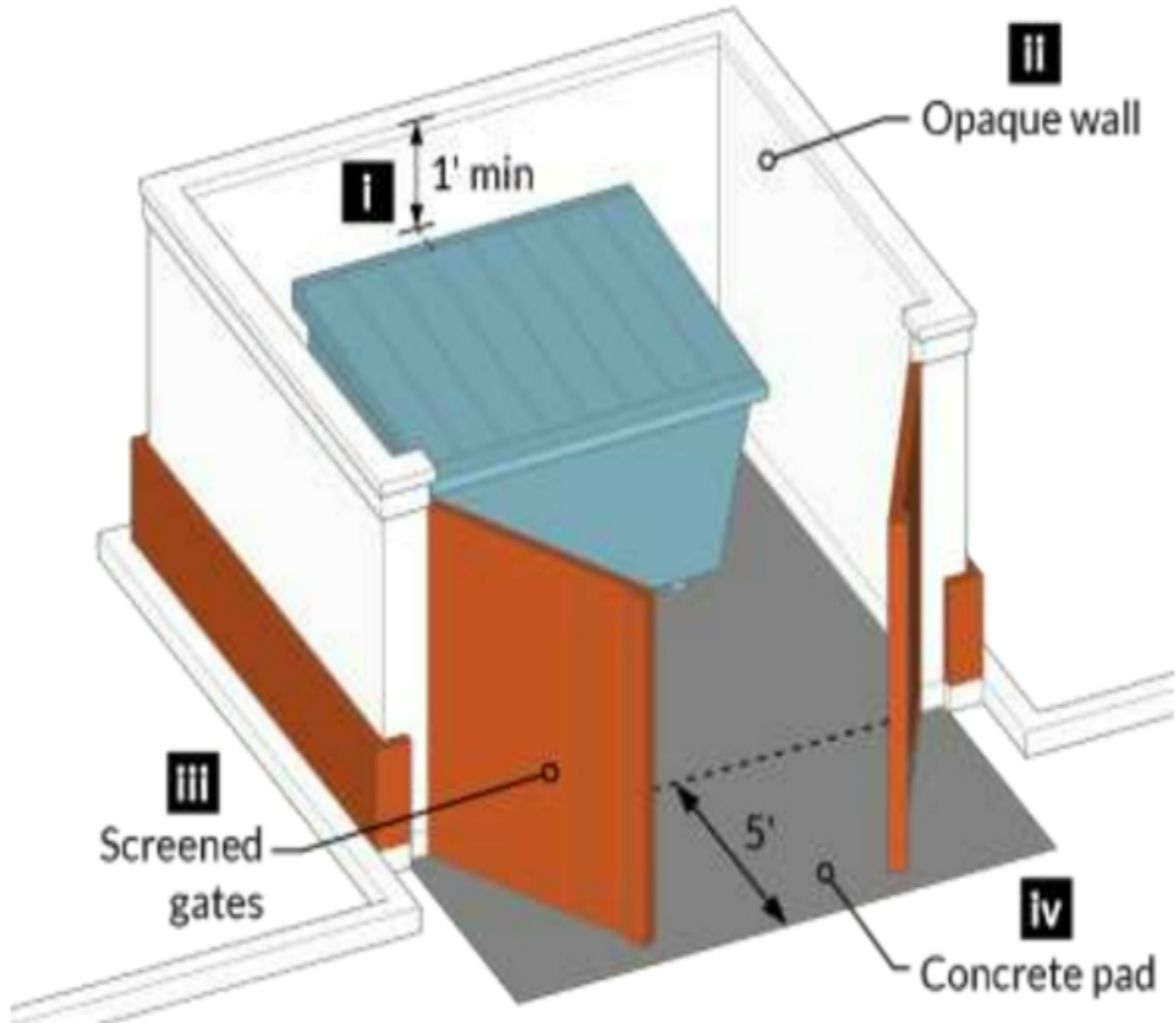
BILL #362 BEING HEREBY PASSED, APPROVED, and ADOPTED this 17th day of September, 2025, by the following vote of the Council:

Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

FERNLEY CITY COUNCIL

By: _____ Date: _____
Neal E. McIntyre, Mayor

Attest By: _____ Date: _____
Kim Swanson, City Clerk



Sec. 32.09.090 – Landscaping and screening.

(i)Trash enclosures.

(1) All development shall provide interior or exterior areas for all refuse and recycling containers, compactors, and other refuse collection per the standard of the local trash service provider, unless the provider certifies that refuse is not generated at the site. Screened enclosures are required for all industrial uses, commercial uses, and multi-family residential uses with four or more units. Trash enclosures shall allow convenient access from each tenant.

(2) Location of Trash Enclosures.

- a. Trash enclosures shall be sited to allow convenient access for each tenant or business and shall facilitate convenient collection by vendors.
- b. Trash enclosures shall be sited in locations screened from adjoining streets and other public areas. Trash enclosures may be permitted within side or rear setbacks subject to approval by the Administrator.
- c. Trash enclosures shall not be located between a lot's street frontage and the street-facing (front) façade of the primary building on the lot.
- d. Deviations from these siting standards may be allowed by the Administrator based on additional information provided by the applicant including, but not limited to, demonstrated collection and service challenges, building design, parking design, and/or vehicular and pedestrian access.

(3) Design and Other Specifications.

- a. Trash enclosures shall be permanent in nature and architecturally compatible with the project by incorporating building materials and colors consistent with the primary building.
- b. Trash enclosures shall be constructed of masonry, concrete block, or other durable opaque material on three sides and a solid opaque metal gate on the fourth side.
- c. All trash enclosures shall be treated with anti-graffiti material.
- d. The height of enclosure walls shall be:

Height of Required Dumpster or Other Trash Receptacle	Minimum Height of Enclosure Walls
6 feet or more	8 feet
Less than 6 feet	At least 1 foot above height of required dumpster or other trash receptable.

- e. Enclosure gates shall be constructed of steel or other metal material and shall remain closed except when trash pick-ups occur. Wood gates are not allowed in any zone. Opaque chain link gates are allowed in Industrial zones.
- f. Gates shall be appropriately sized for the containers screened by the enclosure. Gates shall allow collection by vendors and commercial users. In multi-family residential projects, a separate pedestrian access into the enclosure is required.
- g. All trash enclosures shall have a concrete floor with a service apron extending five (5) feet beyond the gate(s).
- h. Trash enclosures for restaurants and other similar uses shall provide a spill containment system or other mechanism to ensure liquids remain within the enclosure.
- i. Adequate clearance for service vehicles shall be provided pursuant to vendor specifications on file with the Administrator.

(ii) Mechanical and Electrical Equipment and Facilities.

1) Switch boxes, transformers, electrical and gas meters, including ground mounted air conditioning units and other above ground or building mounted utility elements (including ductwork, antennas or satellite disks), shall be screened or incorporated into the structure of the building.

- a. Screening shall be at least one (1) foot taller than the height of the mechanical and electrical equipment.
- b. Slotted chain link fencing shall only be used for Industrial uses.

2) All roof-mounted equipment shall be screened with a parapet from adjacent properties, public rights-of-way, and driveways/common areas within project. The screening elements shall be designed to be compatible with building architecture and materials. Chain link fencing is not allowed for roof-top parapets.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: No: x

CURRENTLY BUDGETED:

Yes: N/A No: N/A

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance

AGENDA ITEM:

Discussion and Possible Action, First reading of Bill #368 regarding whether to allow delivery services to deliver alcoholic beverages sealed by covered food establishments within City limits.

AGENDA ITEM BRIEF:

During the 2025 Legislative session, Governor Lombardo signed into law AB375, which allows the governing body of an incorporated city to enact an ordinance authorizing a covered food establishment to sell at retail alcoholic beverages in a container sealed by the establishment for consumption off the premises of the establishment.

RECOMMENDED MOTION:

I move to introduce Bill #368, an ordinance which allows the Fernley City Council to enact an ordinance authorizing a covered food establishment to sell at retail alcoholic beverages in a container sealed by the establishment for consumption off the premises of the establishment.

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 can choose not to allow this type of delivery at this time.

BACKGROUND:

During the 2025 Legislative Session Governor Lombardo signed into law AB375. This legislation allows the City Council to adopt an ordinance if they choose to allow third-party delivery platforms to deliver alcoholic beverages in a container sealed by a covered food establishment for consumption off premises. Under this bill, a new license is not required, establishments can sell under their current liquor licensing if the City Council decides to “opt in”

If approved, these deliveries can only be transacted by Covered food establishments. A Covered Food Establishment is an establishment that prepares food on the premises for consumption on or off the premises and is licensed to sell alcoholic beverages for consumption on the premises. In the City of Fernley qualified establishments must hold a full bar liquor license or a beer & wine license. The covered food establishment must ensure that the alcohol is sealed in a sealed tamper-evident container.

- The drink must be placed in a container with a secure cap or lid that must be closed in a way that provides a visible sign if it has been opened or tampered with.
- If the container has a hole for a straw or any other opening, it must also be sealed.
- Seals must be applied using materials like tape or glue.
- To-go cocktails are strictly intended for consumption at home and must comply with existing open container laws. An open container in a vehicle remains illegal.

If City Council decides to move forward with allowing food establishments to deliver or sell alcoholic beverages there are also a few items to consider.

Locations that qualify for delivery

Delivery hours, and

Number of drinks per delivery

At this time, staff is recommending that alcoholic beverages only be delivered to a residential address, hotel rooms or mobile home or trailer parks. Staff is not recommending restricting delivery hours or number of drinks per delivery at this time.

Uber, DoorDash and other third-party delivery companies require drivers to complete rigorous training for drivers that want to participate in alcohol delivery. The delivery driver must verify that the person accepting the delivery is the same person that ordered the alcohol, they must be at least 21 years old and not visibly intoxicated. The delivery driver must also maintain detailed logs with order and delivery information, including timestamps and verification of the recipient's age.

Staff feels adopting this ordinance will help small businesses increase their liquor sales. Furthermore, a \$.50 surcharge per drink funds the state DUI prevention through the expanded Ignition Interlock & DUI Reduction Program.

The City of Fernley has 19 covered food establishments that would qualify for this.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS Chapter 369

FINANCIAL IMPLICATIONS:

None at this time

ATTACHMENTS:

1. BILL # 368

CITY OF FERNLEY

BILL NO. 368

ORDINANCE # 2025-__

**THE CITY COUNCIL OF THE CITY OF FERNLEY, hereinafter “the Council” DO
ORDAIN TO ADOPT AN ORDINANCE REGULATING ALCOHOL DELIVERY FROM
LICENSED COVERED FOOD ESTABLISHMENTS.**

Whereas, the City of Fernley is vested with the power to enact ordinances for the promotion of public health, safety and welfare; and

Whereas, the City of Fernley recognized that the delivery of alcoholic beverages presents certain public safety concerns, including underage access and sales to intoxicated persons; and

Whereas, the City of Fernley finds it necessary to establish local regulations for alcohol delivery to minimize these risks and ensure the safe and responsible sale of alcoholic beverages.

Section 1: PURPOSE

The Nevada Legislature, through the enactment of Assembly Bill 375, has provided the necessary state authority for local jurisdictions to permit and regulate the delivery of alcoholic beverages from licensed covered food establishments.

This ordinance is adopted in coordination with regulations prescribed NRS 369.440 and the Nevada Department of Taxation to provide uniform implementation and enforcement.

Section 2: DEFINITIONS

Alcoholic Beverage: Any liquor, beer, wine, or mixed drink as defined by Nevada Revised Statutes Chapter 369.

Delivery: The transportation and delivery of alcoholic beverages to a consumer at a designated delivery address.

Delivery Support Service: A third-party service, such as a food delivery platform, acting on behalf of a licensed establishment to facilitate the delivery.

Establishment: Any business licensed by the city as a qualified food establishment as defined by state law.

Sealed Container: A bottle, can, or other container of an alcoholic beverage with no opening, securely sealed by the licensee to prevent tampering.

Section 3: DELIVERY LICENSE REQUIRED.

No person or establishment may engage in the delivery of alcoholic beverages without first obtaining a delivery license issued from the City of Fernley in addition to all other required state and local licenses

Section 4: CONDITIONS FOR DELIVERY.

1. Deliveries must originate from a licensed establishment during its operating hours.
2. The recipient must be at least 21 years old and provide valid identification upon delivery. Deliveries to intoxicated people are prohibited.
3. Mixed drinks and wine from food establishments must be in sealed containers, while retail liquor store deliveries must be in original packaging.
4. Licensees or delivery services must maintain a log of deliveries for four years, including recipient details and age verification.
5. Establishments are responsible for collecting all applicable taxes and fees.

Section 5: LIMITATIONS ON DELIVERY.

1. Deliveries can only be made to residential addresses, hotel/motels and RV/trailer parks.
2. Deliveries are restricted to the jurisdiction where the establishment is licensed.
3. Alcohol deliveries are not to be resold.
4. If an eligible recipient is not present, the alcohol must be returned to the establishment.

Section 6. PENALTIES AND ENFORCEMENT.

1. Violations may result in fines, license suspension or revocation, and state law penalties.
2. The City Clerk's Office may conduct inspections and audits.

Section 7. SEVERABILITY.

If any part of this ordinance is invalid, the rest remains in effect.

Section 8. EFFECTIVE DATE.

- This ordinance is effective October 1, 2025

PROPOSED on the 17th day of September 2025.

PASSED, APPROVED and ADOPTED this 1st day of October 2025 by the following vote of the Council:

Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

FERNLEY CITY COUNCIL

By: _____

Neal E. McIntyre, Mayor

Date: _____

Attest By: _____

Kimberly Swanson, City Clerk

Date: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and Possible Action to revise the offer letter for the City Clerk.

AGENDA ITEM BRIEF:

RECOMMENDED MOTION:

I move to approve the update to the City Clerk's offer letter.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council could choose not to update the offer letter.

BACKGROUND:

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 266.480

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Seong Kim, Utilities Director

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

Utilities Department personnel
budget.

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible Action to approve the reclassification of Administrative Specialist II to Utilities Project Coordinator.

AGENDA ITEM BRIEF:

The Utilities Department requests Council approval to reclassify the existing Administrative Specialist II position to Utilities Project Coordinator. The current Administrative Specialist II has been performing project support duties outside of class to meet growing project and compliance needs. This reclassification formalizes duties already being performed outside the Administrative Specialist II classification, including project tracking, contract and bid posting management, consultant coordination, invoice management, assisting project manager, and preparation of Council agenda materials.

This action ensures that responsibilities are properly classified, improves efficiency, and allows both administrative and technical staff to focus on their core duties. This is not to request an additional position but to reclass the current Administrative Specialist II to Utilities Project Coordinator.

RECOMMENDED MOTION:

"I move to approve the reclassification of the Administrative Specialist II position to Utilities Project Coordinator with the job description and salary range as presented."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Council may approve the reclassification which provides the Utilities Department with a properly classified role that reflects existing responsibilities or provide staff with further direction.

BACKGROUND:

The Utilities Department continues to manage increasing project workloads related to water, wastewater, and water distribution. Responsibilities such as project tracking, compliance documentation, contractor coordination, contract and bid posting management, and Council agenda preparation have been absorbed by the Administrative Assistant II position.

In practice, these responsibilities extend beyond the scope of the Administrative Specialist II classification. The incumbent has been working outside of class to meet project compliance needs, a practice that is not sustainable or equitable.

The proposed reclassification to Utilities Project Coordinator will align the position with its current responsibilities and provide the City with a properly classified role that:

- Tracks contracts, bids, permits, and project records.
- Prepares and maintains City Council agenda materials and staff reports.
- Coordinates with consultants and contractors.
- Manages correspondence, invoices, and budget tracking.
- Provides customer service and supports process improvement initiatives.
- Assists with compliance documentation and recordkeeping.

This change ensures that responsibilities are recognized appropriately, and that staff are classified and compensated in alignment with their actual work.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

A Business Impact Statement is Attached. 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).

FINANCIAL IMPLICATIONS:

The salary range for the Utilities Project Coordinator classification is \$27.75 - \$37.27 hourly (57,720.00 - \$77,523.26 annually).

This reclassification does not create a new position. It realigns an existing budgeted Administrative Specialist II position with its current responsibilities.

ATTACHMENTS:

1. Justification
2. Proposed Role Description - Utilities Project Coordinator Draft
3. Current Role Description - Administrative Specialist II



City of Fernley Utilities Department

Water Distribution
Water Treatment Plant
Wastewater Treatment
Electrician/SCADA Tech
Utilities Engineering

Justification for Reclassification:

Administrative Specialist II to Project Coordinator

Background

The Utilities department has grown significantly in scope and complexity since its establishment. When the Administrative Specialist II role was originally created, the department was new, and the position was intended to provide general clerical and administrative support. With time and operational experience, it has become clear that the role functions much more effectively as a Project Coordinator.

The position now requires collaboration with each Utilities Foreman, the engineering staff, and the Utilities Director. Responsibilities include project coordination, contract oversight, regulatory compliance, and bid management – all of which provide substantially more support to the department than was initially envisioned.

Expanded Duties

Council & Agenda Responsibilities

- Drafts, revises, and finalizes Council agenda items to project approvals, and departmental actions.
- Prepares supporting documentation, and financial justifications.

Regulatory & Compliance Oversight

- Reviews and interprets City Code, including industrial discharge permits.
- Compiles historical data and develops compliance summaries for staff training and reference.
- Ensures department-wide compliance with federal, state, and local regulatory requirements.

Financial & Invoicing

- Processes engineering project invoices in coordination with consultants and Finance.
- Provides documentation cleanup and GL code lookup to support project invoicing.
- Extends beyond basic check request processing beyond Administrative Specialist II.

Contract Development & Legal Coordination



City of Fernley

Utilities

Department

Water Distribution
Water Treatment Plant
Wastewater Treatment
Electrician/SCADA Tech
Utilities Engineering

-
- Serves as point of contact between Utilities, Finance, and Legal on contract review.
 - Manages contract compliance readiness and documentation for projects.
 - Oversee contract lifecycle from execution, ensuring adherence to requirements.

Bid Management

- Prepares bid postings, ensures compliance with statutory requirements.
- Serves as point of contact for contractors during bid posting.
- Coordinates and documents bid openings.
- Manages transition from bid award to contract execution.

GIS & As-Built Coordination

- Locates, reviews, and verifies As-Built drawings for accuracy.
- Coordinates directly with GIS staff and consultants for updates to City utility maps and records.

Cross-Department Project Coordination

- Works closely with each Foreman, engineering staff, and the Utilities Director to ensure project needs are met.
- Leads communication and coordination efforts across departments and external consultants.
- Track project schedules, deliverables, and compliance requirements.
- Exercise independent judgment in resolving issues and ensuring project success.

The Administrative Specialist II role was designed for a new department with basic clerical support needs. Today, the role provides far greater value and support than initially proposed, functioning as a central coordinator for projects, contracts, and compliance. The work now being performed requires collaboration with Foreman, engineering staff, and the Utilities Director, and reflects responsibilities consistent with a Project Coordinator.

Reclassification is necessary to accurately align the position with the duties being performed, ensure fair compensation, and provide the level of project and technical support required for the Utilities Department's continued success.

**City of Fernley
Project Coordinator**

Salary Range: \$27.75 Hourly, \$57,720.00 / \$37.27 Hourly / \$77,523.26 Salary

DEFINITION: Under direction of the Utilities Director, the Project Coordinator provides essential administrative and organizational support for utility-related projects, including water, wastewater, and stormwater systems. Working under the direction of utility director, this role assists with tracking documents, coordinating schedules, preparing forms and reports, and supporting communication between departments and external partners. This position is ideal for someone with strong attention to detail, excellent communication and organizational skills, and interest in municipal infrastructure operations and project support, with a strong understanding of regulatory requirements

DISTINGUISHING CHARACTERISTICS: This classification is distinguished from Administrative Specialist Series by the performance of more complex tasks and duties, including proposal and application review, report preparation, and some degree of public interaction. Incumbents are expected to use independent judgment, complete complex, and difficult projects, and as experience is acquired, to perform higher level assignments, with increasing independence.

ESSENTIAL FUNCTIONS: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).*

Administrative Project Support

- Maintain organized project files, including contracts, permits, forms, and as-built documentation.
- Schedule and coordinate meetings, take meeting notes, and help track follow-up items.
- Assist in preparing City Council agenda materials and staff reports for review.
- Enter and update basic project information into tracking spreadsheets or systems.

Document Preparation and Records

- Prepare standard correspondence and forms under supervision (e.g., letters, public notices).
- Collect and file documentation required for permits and contractor submittals.
- Perform basic research using GIS maps, permit records, or digital files to support team requests.

Department and Consultant Coordinator

- Communicate with consultants and contractors to request standard deliverables or forms.
- Help distribute RFP's and collect submittals for tracking and processing.
- Coordinate the collection of signatures and notarizations for contracts or agreements.

Customer Service and Process Improvement

- Respond professionally to residents, contractors, and staff inquiries regarding permits, policies, or project status.
- Help refine and develop internal processes related to permitting, procurement, invoicing, and project documentation.
- Support processing automation and digital recordkeeping initiatives to improve departmental efficiency.

Invoicing and Budget Tracking Support

- Assist with entering and coding invoices into financial tracking systems (e.g., Stampli).
- Verify proper attachments and basic information (e.g., PO number, project name).
- Route invoices for review and approval in accordance with department procedures.

Customer Service, Process Improvement, and Support Tasks

- Respond professionally to residents, contractors, and staff inquiries regarding permits, policies, or project status.
- Help refine and develop internal processes related to permitting, procurement, invoicing, and project documentation.
- Support processing automation and digital recordkeeping initiatives to improve department efficiency.
- Provide courteous responses to inquiries from contractors, residents, or staff regarding general utility projects, permit status, or RFP in progress.
- Support updates to standard operating procedures, checklists, and filing systems.

Other Duties as Assigned:

- Assist with copying, scanning, organizing digital files, and records retention tasks.
- Help prepare materials for public outreach or Council meetings.
- Provide general support for utility staff during absences or project deadlines.
- Provide other related duties as assigned.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)

Knowledge of:

- Department policies and procedures;
- Federal and state laws and regulations pertaining to planning and zoning;
- City codes, ordinances, regulations and policies; and

- Computer software, including word processing, database spreadsheets, and permit tracking software.

Ability to:

- Produce drawings, charts, graphs, and other visual information;
- Perform difficult and complex review and analysis of projects;
- Manage projects and programs;
- Interpret, explain, and apply programs, ordinances, policies, and procedures;
- Compile, analyze, and utilize technical and statistical reports;
- Prepare projects or reports to the City Council or state agencies;

Required Certifications and Licenses:

Possess and maintain a valid Driver's License.

Minimum Qualifications:

- High school diploma or equivalent;
- Two years of clerical or administration support experience, preferably in a public agency or construction and/or engineering environment.
- Proficiency with Microsoft Suite, i.e., Word, Excel, Outlook, PowerPoint, Publisher.
- Strong organizational skills and attention to detail.
- Ability to work both independently and as a part of a team.
- Excellent written and verbal communication skills.
- Highly organized and able to manage multiple priorities simultaneously.

Preferred Qualifications:

- Course work experience in public administration, engineering technology, or office administration;
- Familiarity with local government procedures or infrastructure projects;
- Basic understanding of GIS mapping and permit tracking systems;
- Experience with financial software, invoice entry, or document management platforms.

Physical and Mental Requirements:

The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Strength, dexterity, coordination, and vision to use keyboard and video display terminal for prolonged periods. Strength and stamina to bend, stoop, sit, and stand for long periods of time. Dexterity and coordination to handle files and single pieces of paper, occasional lifting of files, stacks of paper or reports, references, and other materials. Some reaching, bending, squatting, and stooping to access files and records is necessary. The ability to communicate via telephone and in person. Light lifting (up to 25 pounds) is occasionally required. Extended periods of standing may be required when at a specific work site.

In compliance with applicable disability laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodation. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodation with the employer.

Working Conditions:

Work is performed under the following conditions:

The majority of work is conducted in an office environment. Work may occasionally be performed outside with exposure to dust, fumes, odors, chemicals, dampness, cold, heat, and loud noises. Position may require travel by car from the office to a work site.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records. I further acknowledge that this position description is not a binding contract for secured employment with the City of Fernley.

Employee's Signature

Date Signed

Administrative Specialist II

Utilities Department

FLSA Status: Non-Exempt

City of Fernley

Administrative Specialist II

Established Pay Scale \$22.84 - \$30.26 Hourly/ \$45,862.72- \$60,762.08 Annually

DEFINITION: Under direction of the Utilities Director, Administrative Specialist II provides administrative and organizational support for the Utilities Department. The position is responsible for performing a wide variety of administrative tasks, including public records request, complaints processing, work order creation, data entry, and records management. This role supports the daily operations of water distribution, wastewater, and utility billing functions while maintaining compliance with State reporting requirements.

DISTINGUISHING CHARACTERISTICS: This classification is distinguished within the Administrative Specialist Series by its direct support to the Utilities Department. The position requires the ability to work with limited supervision, perform specialized research, maintain regulatory files, and provide administrative support.

ESSENTIAL FUNCTIONS:

- Operate under moderate to little supervision
- Respond to Public Records Request
- Receive and respond to complaints
- Create work orders for Wastewater and Water Distribution
- Maintain Operator and Facility Certification renewals
- Schedule new and renewal training for staff members
- Distribute daily mail and packages for the Utilities Department
- Update and maintain the Utilities page on COF website
- Coordinate service orders with Utility Billing
- Assist Department Heads with project management as needed
- Enter quarterly data and report to State
- Maintain on-call list
- Compose and edit a variety of correspondence
- Compile and prepare reports, perform data entry, record keeping, and word processing
- Process contracts as needed
- Manage annual contracts and/or bids
- Create check requests
- Order supplies
- Maintain files, archiving and perform general housekeeping

- Conduct specialized research tasks
- Review, compile and maintain regulatory reporting data and files
- Prepare for meetings and note taking
- Advanced records management
- Update Utilities Department calendars

Employee's Acknowledgement: I acknowledge that I have read the above job description and have received a copy for my records. I further acknowledge that this position description is not a binding contract for secured employment with the City of Fernley.

Signature:

Date:



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Mitzi Carter, Human Resource Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

FUND/ACCOUNT:

100-413-100

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and possible Action to approve the appointment of Deputy City Manager, Lydia Altick, as the Acting City Manager during the recruitment process for a new City Manager.

AGENDA ITEM BRIEF:

In light of the current vacancy in the City Manager position, and per Fernley Municipal Code Sec. 2.02.07. (e), Mayor McIntyre requests confirmation from Council to appoint Deputy City Manager Lydia Altick as the Acting City Manager during the recruitment process for a new City Manager.

Lydia has consistently demonstrated exceptional leadership and a comprehensive understanding of our city's operations, making her a suitable choice for this interim role. I believe her experience will provide continuity and stability as we move forward with the recruitment efforts.

RECOMMENDED MOTION:

" I recommend to move forward with appointing Lydia Altick as the Acting City Manager during the recruitment process for a new City Manager."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

Ms. Altick has been notified. Pursuant to NRS 241.033(1)(a) an individual must have notice that a public body will consider the character, alleged misconduct, professional competence, or physical or mental health of any person or to consider an appeal by a person of the results of an examination conducted by or on behalf of the public body. The time of the meeting will be 5:00 PM, September 17, 2025 at Fernley City Hall at the regularly scheduled City Council meeting.

Sec. 2.02.07. - Temporary absence or vacancy; acting city manager.

(e) During a vacancy of the city manager's position, the mayor, with confirmation by council, shall appoint an acting city manager. The acting city manager shall exercise the full authority of the manager during the temporary absence or vacancy of the city manager's position.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Fernley Municipal Code Sec. 2.02.07. — Temporary absence or vacancy; acting city manager, NRS 241.033(1)(a)

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None