



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, October 1, 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 — Closed Session June 2025**
- 2.3. (Possible Approval) Approval of Business Licenses**
- 2.4. For possible action and approval to Purchase Temporary Air-Gap Equipment and SCADA/Electrical Integration for East Lift Station Project (design in process). The temporary equipment cost is not to exceed (NTE) \$30,000.**
- 2.5. For Possible Approval of Professional Services with Shaw Engineering for Water Treatment Plant (WTP) Water Hammer Remediation — Design, Permitting, Bidding/Construction Administration, and Inspection for a total cost not to exceed \$41,200.**
- 2.6. Possible Action to Approve a contract with Lumos & Associates for Design and Construction Management services for the SR 828 (Farm District Road) Bike Path Phase 3 Project.**
- 2.7. Possible Action to Approve a contract with Lumos & Associates for Construction Management services for the Industrial Park Reconstruction Project**
- 2.8. For Possible Action to Approve the award of the 2025-2027 Biennial Generator Maintenance and Service Contract to Arc Generator Services in amount not to exceed the unit price per services listed in the bid document not exceeding an annual cost of \$22,655 and a two (2) year cost of \$45,310.**
- 2.9. For Possible Action to Approve the award of the 2025-2027 Biennial Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in amount not to exceed the unit price per services listed in the bid document not exceeding \$85,508 annually.**
- 2.10. Discussion and Possible Action to approve the job description and wage scale for the Code Enforcement Officer position.**
- 2.11. Possible Action to change Court Marshal wage scale to align with the updated compensation plan.**
- 2.12. Possible Action to reappoint Jackie LaVoie, Sharon Holley, Denise Moorman and Lisa Callahan to the Fernley Senior Citizens Advisory Committee for a two-year term.**

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

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

4. PROCLAMATIONS BY THE MAYOR

5. PRESENTATIONS

- 5.1. Presentation, discussion and possible action on the City of Fernley retaining Merchant McIntyre Associates lobbying firm.
- 5.2. A presentation by Fernley Community Foundation and Fernley Main Street on the collaboration with the City of Fernley for the transformation of Polaris Plaza into a vibrant, inclusive, and sustainable public space that serves as a central gathering place and a catalyst for economic, cultural, and community development in the heart of Fernley.
- 5.3. Presentation by Pool/Pact regarding outside legal representation.

6. ORDINANCES

- 6.1. (Possible Action) Introduction and first reading of the First Amendment to the Red Hawk Ranch Development Agreement (Bill #368, DA20002-AMD1) submitted by Wood Rodgers, Inc. on behalf of Red Hawk Ranch LLC, Series B and DB-BB Investments I, LCC to request the following changes: 1) incorporate all property owners and parcels into the agreement, 2) extend the expiration date of all applicable tentative subdivision maps, 3) establish the framework for a future Special Assessment District, 4) allow an on-site density transfer, and 5) relocate the community park. The Red Hawk Ranch Development Agreement, as amended, encompasses four (4) parcels totaling approximately 161.09 acres in area (APNs 021-041-07, -08, -09, -10).
- 6.2. Discussion and Possible Action. Introduction and first reading of a Zoning Map Amendment (ZMA25001) request from Wood Rodgers, Inc. on behalf of Genica Clover Ranch, LLC, rezoning six (6) parcels containing approximately 24.72 acres from RR½ (Rural Residential, ½-acre minimum) and RR5 (Rural Residential, 5-acre minimum) to SF6 (Single Family, 6000-square foot minimum) generally located between Farm District Road to the south, Langdon Street to the north, Winnie Lane to the west, and Nevada Pacific Boulevard to the east (APNs 021-331-15, -19, -20, -22, -29, and -38).
- 6.3. Introduction and first reading of Bill #367 associated with a Zoning Map Amendment request (ZMA25002) from the City of Fernley rezoning one parcel containing approximately 23.19 acres generally located at 2305 Farm District Road from SF20 (Single Family, 20,000-square foot minimum) to OSP (Open Space and Parks) to bring the site into conformance with the Comprehensive Master Plan land use designation of Open Space and Parks (OSP) (APN 021-303-16).

7. PUBLIC HEARINGS

- 7.1. Discussion and Possible Action to adopt Bill #369 regulating alcohol delivery from licensed covered food establishments within City limits.

8. STAFF REPORTS

- 8.1. Discussion and Possible Action to Direct Staff: Consider whether the City should hire a professional consultant to conduct an efficiency study, and provide direction to staff as appropriate.
- 8.2. Discussion and Possible Action to approve the reclassification of Administrative Specialist II to Utilities Project Coordinator.
- 8.3. Discussion and possible action regarding canceling the July 1, 2026, City Council Meeting due to City of Fernley 25th Anniversary events. (Councilman Hanan)

9. PUBLIC FORUM

10. ADJOURNMENT

Next Meeting: October 15th @ 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
AFLAC								
5690	AFLAC	415162	SUPPLEMENTAL INSURANCE	09/25/2025	577.16		100-217400 AFLAC Insurance Payable	925
Total 5690:					577.16			
ALLDATA LLC								
8930	ALLDATA LLC	INVC06089516	ALL DATA AUTOMOTIVE SERVICES	09/13/2025	361.60	09/19/2025	100-480-342 Tech Services-Other	925
Total 8930:					361.60			
ARAMARK (VESTIS)								
1895	ARAMARK (VESTIS)	5980322520	PS janitorial supplies	09/16/2025	154.11	09/19/2025	510-840-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980322527	uniforms	09/16/2025	83.43		100-480-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980322528	mats	09/16/2025	101.30		100-480-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980322529	Clothing/Mats	09/16/2025	83.77	09/19/2025	100-475-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980322530	floor mat service	09/16/2025	32.85	09/19/2025	510-810-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980322532	Floor Mats	09/16/2025	214.25	09/19/2025	100-417-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980324174	uniforms	09/23/2025	83.43		100-480-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980324175	Clothing/mats	09/23/2025	83.77		100-475-420 Outside Services	925
Total 1895:					836.91			
AT&T								
13	AT&T	53740 AUG 25	775-575-9058 536 7	08/26/2025	666.14-	09/18/2025	100-417-530 Communications	825
13	AT&T	53740 AUG 25	775-835-8598 165 0	08/26/2025	1,894.97-	09/18/2025	100-417-530 Communications	825
13	AT&T	53740 AUG 25	775-575-5455 374 0	08/26/2025	1,861.83	09/18/2025	100-417-530 Communications	825
13	AT&T	53740 AUG 25	775-575-7187 436 8	08/26/2025	666.14-	09/18/2025	100-417-530 Communications	825
13	AT&T	8286906018	07048 WTP Ethernet AUG1-AUG 31/25	09/01/2025	2,611.33	09/19/2025	100-417-530 Communications	925
13	AT&T	96145 SEPT 25	131 252-7192 857 4	09/02/2025	308.16	09/24/2025	100-417-530 Communications	925
13	AT&T	96145 SEPT 25	131 252-8129 614 5	09/02/2025	230.00	09/24/2025	100-417-530 Communications	925
Total 13:					1,784.07			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343-Sept25	81551934 SEPT - 2025	09/04/2025	1,353.17	09/19/2025	100-417-530 Communications	925
Total 448:					1,353.17			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	22783/5	New hose, nozzle, oil	09/11/2025	195.84	09/19/2025	100-475-600 General Supplies	925
20	BIG R OF FERNLEY	22804/5	Keys Tags	09/15/2025	28.89	09/19/2025	100-417-600 General Supplies	925
20	BIG R OF FERNLEY	22809/5	Tape/Tappers	09/16/2025	29.28	09/19/2025	100-417-600 General Supplies	925
20	BIG R OF FERNLEY	22811/5	Irrigation Supplies	09/16/2025	13.96	09/19/2025	100-575-600 General Supplies	925
20	BIG R OF FERNLEY	22812/5	well 8 keys	09/16/2025	3.98	09/19/2025	510-810-614 Shop Supplies	925
20	BIG R OF FERNLEY	22818/5	Bolts and work gloves	09/17/2025	93.62	09/19/2025	520-810-614 Shop Supplies	925
20	BIG R OF FERNLEY	22830/5	Hardware	09/18/2025	2.76	09/19/2025	100-575-600 General Supplies	925
20	BIG R OF FERNLEY	22836/5	AC Pet Pads	09/18/2025	28.94		100-525-600 General Supplies	925
20	BIG R OF FERNLEY	22838/5	Depot Plaza Supplies	09/19/2025	92.77		100-575-600 General Supplies	925
20	BIG R OF FERNLEY	22844/5	Shark Bite	09/19/2025	20.78		100-417-600 General Supplies	925
20	BIG R OF FERNLEY	22851/5	Mop Bucket, Mop	09/22/2025	20.28		100-417-614 Shop Supplies	925
20	BIG R OF FERNLEY	22855/5	Irrigation Supplies	09/23/2025	17.97		100-575-600 General Supplies	925
20	BIG R OF FERNLEY	22855/5	Gloves	09/23/2025	7.99		100-575-616 Safety Supplies	925
20	BIG R OF FERNLEY	22856/5	cleaning supplies	09/23/2025	64.51		100-417-612 Building Maint Supplies	925
20	BIG R OF FERNLEY	22859/5	Hardware	09/24/2025	2.66		100-575-600 General Supplies	925
Total 20:					624.23			
BIGGEST LITTLE RADIO								
8622	BIGGEST LITTLE RADIO	2005	2025 Spooktacular DJ	09/18/2025	495.00		100-412-650 Community Support	925
Total 8622:					495.00			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	82725-3	Biz cards, name plate for Treston R.	09/10/2025	120.84	09/19/2025	100-610-601 Office Supplies	925
6970	BOB'S PRINTING AND SIGNAGE	90325-1	Business cards for Charity Birkel	09/16/2025	90.00	09/19/2025	100-605-550 Printing and Postage	925
Total 6970:					210.84			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	10610621	Wipes, Trash bags, Toilet covers	09/12/2025	509.06	09/19/2025	100-417-612 Building Maint Supplies	925
Total 8837:					509.06			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	AF8224U	PC Hard Drive	09/09/2025	135.72	09/19/2025	100-417-601 Office Supplies	925
Total 27:					135.72			
CERRIS SYSTEMS RENO, INC.								
9033	CERRIS SYSTEMS RENO, INC.	7366	PS HVAC admin shop repairs	09/12/2025	3,869.00	09/19/2025	510-840-424 Outside Serv-HVAC	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9033:					3,869.00			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	175969701090125	69701 595 Silver Lace SEPT 25 09/01-9/30	09/01/2025	1,336.57	09/19/2025	100-417-530 Communications	925
4479	CHARTER COMMUNICATIONS	175970201090125	7020 355 Cottonwood 9/1-9/30	09/01/2025	386.57	09/19/2025	100-417-530 Communications	925
Total 4479:					1,723.14			
CHRISTMAS LIGHTS ETC.								
9085	CHRISTMAS LIGHTS ETC.	9410858	City Hall Christmas Tree	09/18/2025	24,233.20		100-417-741 Machinery	925
Total 9085:					24,233.20			
COLONIAL INSURANCE								
3520	COLONIAL INSURANCE	31034341001069	E3103934 SUPPLEMENTAL INSURANC	10/01/2025	55.16		100-218000 COLONIAL INSURANCE PAYABL	1025
Total 3520:					55.16			
CULLIGAN WATER								
6417	CULLIGAN WATER	1287135	PS chemical softener parts	09/10/2025	4,412.22	09/19/2025	510-840-430 Outside Serv-Repair & Maint	925
Total 6417:					4,412.22			
CUMMING MANAGEMENT GROUP, INC								
8889	CUMMING MANAGEMENT GROUP, INC	175970	CRRC Services August 1 August 31 2025	08/31/2025	16,435.00		225-575-720 Buildings	825
Total 8889:					16,435.00			
DOWL, LLC								
8931	DOWL, LLC	7363.30292.03-2	DOWL - GIS Support	09/05/2025	2,134.00	09/19/2025	100-529-320 Prof Serv-Engineering	925
8931	DOWL, LLC	7363.30583.01-5	DOWL - 30/70 Plan Review Cedar & 30 Plan Review NPP (M	09/05/2025	8,916.35	09/19/2025	100-529-320 Prof Serv-Engineering	925
Total 8931:					11,050.35			
EMPIRE SOUTHWEST LLC								
9087	EMPIRE SOUTHWEST LLC	EMPS6950920	OIL ANALYSIS	07/01/2025	50.00	09/19/2025	100-480-610 Automotive Supplies	725
9087	EMPIRE SOUTHWEST LLC	EMRA00515052	Sweeper rental	09/17/2025	1,981.69	09/19/2025	100-475-441 Rentals	925
Total 9087:					2,031.69			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	91625	MARSHAL UNIFORM ALLOWANCE FY 2025-2026	09/16/2025	500.00	09/19/2025	100-425-600 General Supplies	925
8639	EMPLOYEES, CITY OF FERNLEY	MO091325	REIMB FOR MAYORS CLEAN SWEEP LUNCH @ DOMINO	09/13/2025	132.14	09/19/2025	100-412-650 Community Support	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8639	EMPLOYEES, CITY OF FERNLEY	MO091325	REIMB FOR MAYORS CLEAN SWEEP DONUTS, RALEY'S	09/13/2025	17.97	09/19/2025	100-412-650 Community Support	925
Total 8639:					650.11			
FERNLEY YOUTH SOFTBALL TOURNAMENTS								
9088	FERNLEY YOUTH SOFTBALL TOURNAMENTS	FINALFY25-26R1	FinalFY25-26R1 Fernley Softball	08/25/2025	22,250.00	09/19/2025	225-575-650 Community Support	825
Total 9088:					22,250.00			
FLAG STORE								
59	FLAG STORE	18657	New Flags	09/15/2025	769.75	09/19/2025	100-417-600 General Supplies	925
Total 59:					769.75			
GRAINGER								
252	GRAINGER	9650139075	1"" trash pump	09/22/2025	441.80		510-810-605 Minor Equipment	925
Total 252:					441.80			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	713634654	COMMUNICATIONS SEPT 2025	09/01/2025	231.12	09/11/2025	100-417-530 Communications	925
8838	GRANITE TELECOMMUNICATIONS, LLC	713634654 ADJ	COMMUNICATIONS SEPT 2025 CREDIT	09/01/2025	20.00-	09/11/2025	100-417-530 Communications	925
Total 8838:					211.12			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	70279	TOOLBOX FOR SHOP	09/10/2025	1,500.00	09/19/2025	100-480-600 General Supplies	925
Total 8987:					1,500.00			
HACH COMPANY								
406	HACH COMPANY	14673359	PS lab supplies	09/17/2025	794.20	09/19/2025	510-840-614 Shop Supplies	925
406	HACH COMPANY	14679012	PS lab supplies	09/19/2025	111.98		510-840-614 Shop Supplies	925
Total 406:					906.18			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111936	Misc. Service Labor	09/10/2025	145.00	09/19/2025	100-605-420 Outside Services	925
70	HANNEMAN SERVICE	111937	Misc. Service Labor	09/10/2025	145.00	09/19/2025	100-605-420 Outside Services	925
70	HANNEMAN SERVICE	111938	Misc. Service Labor	09/10/2025	145.00	09/19/2025	100-605-420 Outside Services	925
70	HANNEMAN SERVICE	14471	2005 Honda Accord White NV 513X60 624 Grey Eagle	09/10/2025	55.00	09/19/2025	100-605-420 Outside Services	925
70	HANNEMAN SERVICE	14472	2006 Chevrolet HHR No Plates 40 Sixth Street	09/10/2025	55.00	09/19/2025	100-605-420 Outside Services	925
70	HANNEMAN SERVICE	14473	2005 VW Jetta Gold Out of Town Park No Plates	09/10/2025	55.00	09/19/2025	100-605-420 Outside Services	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 70:					600.00			
HAT LTD PARTNERSHIP								
110	HAT LTD PARTNERSHIP	17269215	Temp Manpower S Hedrick Week End 9/14/25	09/17/2025	76.72		520-810-420 Outside Services	925
110	HAT LTD PARTNERSHIP	17269215	Temp Manpower S Hedrick Week End 9/14/25	09/17/2025	773.18		100-416-420 Outside Services	925
110	HAT LTD PARTNERSHIP	17269215	Temp Manpower S Hedrick Week End 9/14/25	09/17/2025	146.47		510-810-420 Outside Services	925
Total 110:					996.37			
HINTON BURDICK, PLLC								
8486	HINTON BURDICK, PLLC	328809	PROGRESS BILLING AUDIT FY25	08/31/2025	2,750.00	09/19/2025	100-415-328 Prof Serv-Auditing	825
Total 8486:					2,750.00			
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-055	3721P GROUP HEALTH INSURANCE	10/01/2025	94,451.55		100-217000 HEALTH INSURANCE PAYABLE	1025
Total 4842:					94,451.55			
IBEW Local 1245								
83	IBEW Local 1245	SEPT 2025-2	UNION DUES, ONE HALF OF MONTH	09/19/2025	1,402.75	09/19/2025	100-219900 OTHER PAYROLL PAYABLES	925
Total 83:					1,402.75			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	SEPT 2025-2	FICA TAX PAYABLE, PAYROLL	09/19/2025	411.68	09/19/2025	100-211000 FICA PAYABLE	925
7879	INTERNAL REVENUE SERVICE	SEPT 2025-2	MED TAX PAYABLE, PAYROLL	09/19/2025	7,762.70	09/19/2025	100-211000 FICA PAYABLE	925
7879	INTERNAL REVENUE SERVICE	SEPT 2025-2	W/HOLD TAX PAYABLE, PAYROLL	09/19/2025	29,505.25	09/19/2025	100-212000 FEDERAL WITHHOLDING PAYAB	925
Total 7879:					37,679.63			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	884906-IN	OIL FOR FLEET	09/15/2025	105.13	09/19/2025	100-480-610 Automotive Supplies	925
Total 4329:					105.13			
JENSEN PRECAST								
3031	JENSEN PRECAST	CD99298085	TMAI lift station pump cable	09/17/2025	875.00		520-810-614 Shop Supplies	925
Total 3031:					875.00			
JUST IN TIME HEATING & AIR CONDITIONING								
9078	JUST IN TIME HEATING & AIR CONDITIONING	31984880	Heating and cooling unit for well 9A	08/29/2025	6,000.00		510-810-430 Outside Serv-Repair & Maint	825

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
9078	JUST IN TIME HEATING & AIR CONDITIONING	32193950	heating and cooling unit for sage ranch booster	09/17/2025	6,000.00		510-810-430 Outside Serv-Repair & Maint	925
Total 9078:					12,000.00			
LOGICALLY								
1293	LOGICALLY	1178618	ENG Remote services	09/16/2025	131.25		100-418-342 Tech Services-Other	925
Total 1293:					131.25			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	77948	Irrigation Supplies	09/10/2025	29.53		100-575-600 General Supplies	925
7650	LOWES CREDIT SERVICES	78395	PS shop supplies	09/10/2025	20.88	09/19/2025	510-810-614 Shop Supplies	925
7650	LOWES CREDIT SERVICES	78680	Weed Whacker Supplies/charger	09/10/2025	82.55	09/19/2025	100-475-600 General Supplies	925
7650	LOWES CREDIT SERVICES	79804	Tape, Glue, Batteries	09/11/2025	48.82		100-417-612 Building Maint Supplies	925
7650	LOWES CREDIT SERVICES	81458	Tools and supplies for new truck	09/12/2025	313.07	09/19/2025	100-575-600 General Supplies	925
7650	LOWES CREDIT SERVICES	81463	Materials	09/12/2025	284.40		100-575-600 General Supplies	925
7650	LOWES CREDIT SERVICES	90767	shop supplies	09/17/2025	176.19		510-810-614 Shop Supplies	925
7650	LOWES CREDIT SERVICES	90767	wall repair supplies	09/17/2025	98.02		510-810-600 General Supplies	925
7650	LOWES CREDIT SERVICES	91174	WWTP chlorine shed repair parts	09/17/2025	131.70	09/19/2025	520-810-614 Shop Supplies	925
7650	LOWES CREDIT SERVICES	91627	Misc. Rags/measuring containers	09/17/2025	72.40		100-417-612 Building Maint Supplies	925
7650	LOWES CREDIT SERVICES	93808	Lumber/Supplies for printer stand L. Farmer	09/03/2025	45.44		520-810-600 General Supplies	925
7650	LOWES CREDIT SERVICES	93808	Lumber/Supplies for printer stand L. Farmer	09/03/2025	22.71		510-810-600 General Supplies	925
7650	LOWES CREDIT SERVICES	93808	Lumber/Supplies for printer stand L. Farmer	09/03/2025	22.71		510-840-600 General Supplies	925
7650	LOWES CREDIT SERVICES	94998	Cleaning Supplies	09/19/2025	139.31		100-475-614 Shop Supplies	925
7650	LOWES CREDIT SERVICES	96248	Materials for Art Park	09/04/2025	397.30		100-575-600 General Supplies	925
7650	LOWES CREDIT SERVICES	998494	Lumber/surface paper/gloss CMO Conference table	08/22/2025	86.62	09/19/2025	100-413-600 General Supplies	825
Total 7650:					1,971.65			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	129164	Wastewater Treatment Plant PER	09/15/2025	1,742.25	09/19/2025	520-166100 Construction In Progress	925
Total 370:					1,742.25			
LYON COUNTY RECORDER								
108	LYON COUNTY RECORDER	2019205	LIEN REL- 570 FARGO WAY 02019205	09/12/2025	43.00	09/12/2025	510-810-322 Prof Serv-Other	925
108	LYON COUNTY RECORDER	91725	WATER RIGHTS RECORD RC HERRERA TO JOSE CASTIL	09/17/2025	43.00		510-810-320 Prof Serv-Engineering	925
Total 108:					86.00			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	OCT 2025	5952725 GROUP DENTAL INSURANCE	01/01/2025	6,801.29		100-217100 Dental Insurance Payable MetL	1325
5387	METLIFE SMALL BUSINESS CENTER	OCT 2025	5952725 GROUP VISION INSURANCE	01/01/2025	1,045.98		100-217200 Vision Insurance Payable MetL	1325
5387	METLIFE SMALL BUSINESS CENTER	OCT 2025	5952725 GROUP LIFE/ADD LTD/STD INSURANCE	01/01/2025	3,957.90		100-217300 Life/ADD LTD/STD Anthem Payabl	1325

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 5387:					11,805.17			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	02-02-000947	HOLDING CHARGES FOR BOARDING HORSE 22 DAYS	08/29/2025	126.50	09/19/2025	100-525-322 Prof Serv-Other	825
1111	MISCELLANEOUS ONE TIME VENDOR	92325	REFUND FOR SPECIAL EVENT PARK FEE, FEES WERE N	09/23/2025	1,405.00		245-360-700 Park Rental Fees	925
1111	MISCELLANEOUS ONE TIME VENDOR	BP25-424	PERMIT FEE REFUND BP25-424	09/11/2025	142.71	09/12/2025	100-320-200 Building and Civil Permit Fees	925
1111	MISCELLANEOUS ONE TIME VENDOR	CP2019-011	PUBLIC IMPVTS. COMPLETE, 90% CASH BOND RETURN	09/17/2025	703,215.90	09/23/2025	100-228300 Customer Deposits/Bonds - Dev	925
Total 1111:					704,890.11			
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	186014	C09214983	09/08/2025	50.00	09/19/2025	100-525-322 Prof Serv-Other	925
Total 6660:					50.00			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	436321	Volt tester	09/12/2025	7.09	09/19/2025	100-575-600 General Supplies	925
58	NAPA AUTO & TRUCK PARTS	436740	Towels/Detailer	09/19/2025	44.48		100-475-600 General Supplies	925
58	NAPA AUTO & TRUCK PARTS	436878	Running boards for Dalton's truck	09/22/2025	494.99		100-480-610 Automotive Supplies	925
58	NAPA AUTO & TRUCK PARTS	436949	Truck mats for 2006 sewer	09/23/2025	255.09		100-480-610 Automotive Supplies	925
Total 58:					801.65			
NEVADA LEAGUE OF CITIES AND								
123	NEVADA LEAGUE OF CITIES AND	202508 FY26	NV League FY26 Member Dues	09/01/2025	20,000.00	09/19/2025	100-412-581 Dues and Memberships	925
Total 123:					20,000.00			
NEVADA SEAL & PUMP								
4339	NEVADA SEAL & PUMP	NSP7052	PS CIP acid pump repair	09/18/2025	3,223.12	09/19/2025	510-840-430 Outside Serv-Repair & Maint	925
Total 4339:					3,223.12			
NEVADA UNCLAIMED PROPERTY								
8801	NEVADA UNCLAIMED PROPERTY	FY2024	UNCLAIMED PROPERTY REMITTANCE TO NV MULTIPLE	09/19/2025	1,541.69	09/19/2025	100-228201 Unclaimed Vendor Check	925
8801	NEVADA UNCLAIMED PROPERTY	FY2024	UNCLAIMED PROPERTY REMITTANCE TO NV MULTIPLE	09/19/2025	2,714.60	09/19/2025	510-228201 Unclaimed Deposit Refund Check	925
Total 8801:					4,256.29			
NEW YORK LIFE INSURANCE COMPANY								
9061	NEW YORK LIFE INSURANCE COMPANY	20251003	SUPPLEMENTAL INSURANCE- NEW YORK LIFE	10/01/2025	1,767.29		100-218200 New York Life	1025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9061:					1,767.29			
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	AUG 25	LYFT; RIDES TO CONFERENCE CHICAGO, IL O. JOHN T-1	08/31/2025	149.75	09/10/2025	100-417-582 Travel	825
8649	NSB - BANKCARD CENTER	AUG 25	AMAZON; ELECTRONIC KEY BOX REFUND/RETURN WTP	08/31/2025	79.99	09/10/2025	510-840-601 Office Supplies	825
8649	NSB - BANKCARD CENTER	AUG 25	RALEY'S NNO 8/5/25	08/31/2025	31.91	09/10/2025	100-412-650 Community Support	825
8649	NSB - BANKCARD CENTER	AUG 25	NCSC; CCM COURSE S. KEATHLEY-MCCASSIE FMC	08/31/2025	495.00	09/10/2025	100-425-580 Training	825
8649	NSB - BANKCARD CENTER	AUG 25	U PRINTING; BAILIFF STICKERS FMC	08/31/2025	104.39	09/10/2025	100-425-600 General Supplies	825
8649	NSB - BANKCARD CENTER	AUG 25	AMAZON; KEYBOARD TRAY & BINDERS UTDIR	08/31/2025	49.24	09/10/2025	520-810-600 General Supplies	825
8649	NSB - BANKCARD CENTER	AUG 25	AMAZON; KEYBOARD TRAY REFUND UTDIR	08/31/2025	18.75	09/10/2025	510-840-600 General Supplies	825
8649	NSB - BANKCARD CENTER	AUG 25	COAST TO COAST BREAKER; CIRCUIT BREAKER FOR W	08/31/2025	698.34	09/10/2025	520-810-614 Shop Supplies	825
8649	NSB - BANKCARD CENTER	AUG 25	AMAZON; RE-ORDER KEYBOARD TRAY A. NAVARRO	08/31/2025	22.27	09/10/2025	510-810-600 General Supplies	825
8649	NSB - BANKCARD CENTER	AUG 25	AMCA; ANNUAL MEMBERSHIP VECTOR	08/31/2025	175.00	09/10/2025	100-528-581 Dues and Memberships	825
8649	NSB - BANKCARD CENTER	AUG 25	AMAZON; REFUND FOR SAW BLADE AND STAIN CMO	08/31/2025	70.79	09/10/2025	100-413-600 General Supplies	825
8649	NSB - BANKCARD CENTER	AUG 25	EXPEDIA/AMERICAN AIRLINES; FLIGHT TO DURANGO, C	08/31/2025	956.77	09/10/2025	100-525-582 Travel	825
8649	NSB - BANKCARD CENTER	AUG 25	STAMPLI; JUL 2025	08/31/2025	1,059.00	09/10/2025	100-418-342 Tech Services-Other	825
8649	NSB - BANKCARD CENTER	AUG 25	AMAZON; SANDISK 4TB PORTABLE USB WTP	08/31/2025	259.99	09/10/2025	510-840-601 Office Supplies	825
8649	NSB - BANKCARD CENTER	AUG 25	PRI; RECORD CLASS B. GOSSER CCO	08/31/2025	159.00	09/10/2025	100-416-580 Training	825
8649	NSB - BANKCARD CENTER	AUG 25	MOANA'S NURSERY; VARIOUS PLANT PURCHASE FOR M	08/31/2025	2,913.32	09/10/2025	220-480-684 Main Street Beautification	825
8649	NSB - BANKCARD CENTER	AUG 25	AMAZON; KEYBOARD TRAY & BINDERS UTDIR	08/31/2025	24.62	09/10/2025	510-840-600 General Supplies	825
8649	NSB - BANKCARD CENTER	AUG 25	NV LEAGUE OF CITIES; 2025 ANNUAL CONF. WARD 4	08/31/2025	500.00	09/10/2025	100-412-582 Travel	825
8649	NSB - BANKCARD CENTER	AUG 25	WALMART; NNO DONATION FOOD FOR EVENT	08/31/2025	70.66	09/10/2025	100-412-650 Community Support	825
8649	NSB - BANKCARD CENTER	AUG 25	CODE 3 ASSOC; EQUINE INVESTIGATIONS ACADEMY A.	08/31/2025	1,905.50	09/10/2025	100-525-580 Training	825
8649	NSB - BANKCARD CENTER	AUG 25	WALMART; CASES OF WATER FOR ART PARK PLANTING	08/31/2025	16.41	09/10/2025	100-412-650 Community Support	825
8649	NSB - BANKCARD CENTER	AUG 25	AMAZON; KEYBOARD TRAY & BINDERS UTDIR	08/31/2025	24.62	09/10/2025	510-810-600 General Supplies	825
8649	NSB - BANKCARD CENTER	AUG 25	OSHA 360; 10HR CONSTRUCTION TRAINING, K. PETERS	08/31/2025	59.99	09/10/2025	100-575-580 Training	825
8649	NSB - BANKCARD CENTER	AUG 25	AMAZON; KEYBOARD TRAY REFUND UTDIR	08/31/2025	37.49	09/10/2025	520-810-600 General Supplies	825
8649	NSB - BANKCARD CENTER	AUG 25	PROJECT MGMT INSTITUTE; CAPM EXAM PREP COURS	08/31/2025	400.00	09/10/2025	100-529-580 Training	825
8649	NSB - BANKCARD CENTER	AUG 25	RALEY'S; ALL HANDS SUPPLIES 7/30/25	08/31/2025	47.92	09/10/2025	100-412-586 Employee Recognition	825
8649	NSB - BANKCARD CENTER	AUG 25	SAMS CLUB; NNO DONATION FOOD FOR EVENT	08/31/2025	204.40	09/10/2025	100-412-650 Community Support	825
8649	NSB - BANKCARD CENTER	AUG 25	WINN MARION; WTF SEQB LEVEL SENSOR SCADA/WTP	08/31/2025	154.92	09/10/2025	510-840-614 Shop Supplies	825
8649	NSB - BANKCARD CENTER	AUG 25	STATE BAR; CREDIT FOR CONF. CANCELLATION A. MOU	08/31/2025	100.00	09/10/2025	100-414-580 Training	825
8649	NSB - BANKCARD CENTER	AUG 25	EJ CO; VAULT LID STRUTS WTP	08/31/2025	432.16	09/10/2025	510-840-614 Shop Supplies	825
8649	NSB - BANKCARD CENTER	AUG 25	LYON CO. RECORDER; NOTICE OF COMPLETION (ITP)	08/31/2025	3.00	09/10/2025	100-575-420 Outside Services	825
8649	NSB - BANKCARD CENTER	AUG 25	AMAZON; KEYBOARD TRAY REFUND UTDIR	08/31/2025	18.75	09/10/2025	510-810-600 General Supplies	825
8649	NSB - BANKCARD CENTER	AUG 25	OSHA 360; 10HR CONSTRUCTION TRAINING, E. HARRIS	08/31/2025	59.99	09/10/2025	100-475-580 Training	825
8649	NSB - BANKCARD CENTER	AUG 25	ANIMAL EMERGENCY CENTER; MEDICAL TREATMENT R	08/31/2025	535.51	09/10/2025	100-525-322 Prof Serv-Other	825
8649	NSB - BANKCARD CENTER	AUG 25	IPE; CONTINUING EDUCATION, PARALEGAL TIPS FOR CL	08/31/2025	469.10	09/10/2025	100-414-580 Training	825
8649	NSB - BANKCARD CENTER	AUG 25	ZOOM; CMO MONTHLY SUBSCRIPTION	08/31/2025	217.00	09/10/2025	100-418-342 Tech Services-Other	825
8649	NSB - BANKCARD CENTER	AUG 25	AMAZON; DYMO DATE MARK STAMPER UTDIR	08/31/2025	319.97	09/10/2025	520-810-601 Office Supplies	825
8649	NSB - BANKCARD CENTER	AUG 25	TRUSTED TECH TEAM; SERVER LICENSE IT	08/31/2025	398.99	09/10/2025	100-418-342 Tech Services-Other	825
8649	NSB - BANKCARD CENTER	AUG 25	AMAZON; ANIMAL REPELLENT, 30 PACK BIRD DETERRE	08/31/2025	245.96	09/10/2025	510-840-600 General Supplies	825
8649	NSB - BANKCARD CENTER	AUG 25	AMAZON; RE-ORDER KEYBOARD TRAY A. NAVARRO	08/31/2025	22.27	09/10/2025	510-840-600 General Supplies	825

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	AUG 25	AMAZON; DYMO DATE MARK STAMPER UTDIR	08/31/2025	159.99	09/10/2025	510-810-601 Office Supplies	825
8649	NSB - BANKCARD CENTER	AUG 25	ZOOM; FMC SUBSCRIPTION	08/31/2025	100.00	09/10/2025	100-425-322 Prof Serv-Other	825
8649	NSB - BANKCARD CENTER	AUG 25	AMAZON; RE-ORDER KEYBOARD TRAY A. NAVARRO	08/31/2025	44.55	09/10/2025	520-810-600 General Supplies	825
8649	NSB - BANKCARD CENTER	AUG 25	AMAZON; DYMO DATE MARK STAMPER UTDIR	08/31/2025	159.99	09/10/2025	510-840-601 Office Supplies	825
8649	NSB - BANKCARD CENTER	AUG 25	WALMART; MICROCHIP CLINIC SUPPLIES AC	08/31/2025	76.67	09/10/2025	100-525-600 General Supplies	825

Total 8649:

13,092.56

NV ENERGY

167	NV ENERGY	10601 SEPT 25	80865908610601 ACH	08/30/2025	37.54	09/17/2025	100-475-622 Electricity	825
167	NV ENERGY	13050 SEPT 25	48768103613050 ACH	09/09/2025	2,888.39	09/25/2025	100-417-622 Electricity	925
167	NV ENERGY	14319 SEPT 25	34596405214319 ACH	09/07/2025	43.05	09/25/2025	100-575-622 Electricity	925
167	NV ENERGY	26093 SEPT 25	34596402626093 ACH	09/05/2025	3,337.34	09/23/2025	100-575-622 Electricity	925
167	NV ENERGY	26100 SEPT 25	34596502626100 ACH	09/05/2025	35,723.08	09/23/2025	510-810-622 Electricity	925
167	NV ENERGY	26100 SEPT 25	34596502626100 ACH	09/05/2025	41.79	09/23/2025	520-810-622 Electricity	925
167	NV ENERGY	29499 SEPT 25	1000213677906929499 ACH	08/29/2025	50.12	09/17/2025	100-475-622 Electricity	825
167	NV ENERGY	34991 SEPT 25	34596407734991 ACH	09/10/2025	37.54	09/26/2025	510-810-622 Electricity	925
167	NV ENERGY	37594 SEPT 25	80865904937594 ACH	09/10/2025	37.54	09/26/2025	100-475-622 Electricity	925
167	NV ENERGY	41110 SEPT 25	82190403641110 ACH	09/05/2025	45.49	09/23/2025	520-810-622 Electricity	925
167	NV ENERGY	42683 SEPT 25	82190404842683 ACH	09/05/2025	228.27	09/23/2025	100-575-622 Electricity	925
167	NV ENERGY	42683 SEPT 25	82190404842683 ACH	09/05/2025	306.51	09/23/2025	510-810-622 Electricity	925
167	NV ENERGY	42683 SEPT 25	82190404842683 ACH	09/05/2025	58.57	09/23/2025	100-475-622 Electricity	925
167	NV ENERGY	42683 SEPT 25	82190404842683 ACH	09/05/2025	7,463.53	09/23/2025	520-810-622 Electricity	925
167	NV ENERGY	50573 SEPT 25	34596508750573 ACH	09/09/2025	68.81	09/25/2025	225-417-622 Electricity	925
167	NV ENERGY	52067 SEPT 25	82190407952067ACH	09/10/2025	95.90	09/26/2025	520-810-622 Electricity	925
167	NV ENERGY	65197 SEPT 25	34596407565197 ACH	09/09/2025	37.54	09/25/2025	510-810-622 Electricity	925
167	NV ENERGY	67463 SEPT 25	34596404867463 ACH	09/10/2025	74.95	09/26/2025	100-575-622 Electricity	925
167	NV ENERGY	68387 SEPT 25	34596408268387 ACH	09/10/2025	37.54	09/26/2025	100-475-622 Electricity	925
167	NV ENERGY	84389 SEPT 25	34596503684389 ACH	09/09/2025	154.62	09/25/2025	100-417-622 Electricity	925
167	NV ENERGY	93503 SEPT 25	34596408593503 ACH	09/03/2025	5,579.36	09/19/2025	225-417-622 Electricity	925
167	NV ENERGY	97899 SEPT 25	80865904797899 ACH	09/05/2025	10,487.99	09/23/2025	100-475-622 Electricity	925
167	NV ENERGY	98954 SEPT 25	82190405098954 ACH	09/05/2025	2,616.29	09/23/2025	520-810-622 Electricity	925

Total 167:

69,451.76

OFFICE DEPOT

133	OFFICE DEPOT	438813678001	Office supplies- stapler, hole punch, markers	09/12/2025	78.37	09/19/2025	100-417-601 Office Supplies	925
133	OFFICE DEPOT	439115477001	UT OFFICE SUPPLIES-Wall charger	09/10/2025	20.49		520-810-601 Office Supplies	925
133	OFFICE DEPOT	439115477001	UT OFFICE SUPPLIES-Wall charger	09/10/2025	20.49		510-810-601 Office Supplies	925
133	OFFICE DEPOT	439116309001	UT OFFICE SUPPLIES-Car charger	09/10/2025	36.09		520-810-601 Office Supplies	925
133	OFFICE DEPOT	439116309001	UT OFFICE SUPPLIES-Car charger	09/10/2025	36.09		510-810-601 Office Supplies	925
133	OFFICE DEPOT	439116312001	UT OFFICE SUPPLIES-file folders, highlighters, sharpie pens	09/09/2025	10.74	09/19/2025	510-810-601 Office Supplies	925
133	OFFICE DEPOT	439116312001	UT OFFICE SUPPLIES-file folders, highlighters, sharpie pens	09/09/2025	10.73	09/19/2025	520-810-601 Office Supplies	925
133	OFFICE DEPOT	439116313001	UT OFFICE SUPPLIES- batteries	09/09/2025	8.95	09/19/2025	510-810-601 Office Supplies	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	439116313001	UT OFFICE SUPPLIES- batteries	09/09/2025	8.94	09/19/2025	520-810-601 Office Supplies	925
Total 133:					230.89			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-374127	FILTERS FOR FLEET	09/12/2025	138.36	09/19/2025	100-480-610 Automotive Supplies	925
6230	O'REILLY AUTO PARTS	3599-374142	BRAKE PARTS FOR VECTOR 8005	09/12/2025	89.20	09/19/2025	100-480-610 Automotive Supplies	925
Total 6230:					227.56			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5278958	Shred Services	09/17/2025	110.00		100-416-420 Outside Services	925
Total 8876:					110.00			
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	SEP 2025	Retiree Insurance #819	09/03/2025	450.57	09/19/2025	520-219910 OPEB Liability	925
Total 143:					450.57			
PUBLIC EMPLOYEES RETIREMENT SYSTEM								
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	AUG 2025	#621 RETIREMENT CONTRIBUTIONS	08/31/2025	199,404.12	09/16/2025	100-216000 RETIREMENT PAYABLE	825
Total 144:					199,404.12			
SBR TECHNOLOGIES								
9086	SBR TECHNOLOGIES	356143	Print head PW	09/10/2025	412.32	09/19/2025	100-418-342 Tech Services-Other	925
Total 9086:					412.32			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN333711	WWTP Samples	09/10/2025	188.00	09/19/2025	520-810-423 Outside Serv-Analytical	925
7856	SILVER STATE ANALYTICAL LABORATORIES	RN333773	panda express samples day 2	09/11/2025	176.00	09/19/2025	510-810-423 Outside Serv-Analytical	925
7856	SILVER STATE ANALYTICAL LABORATORIES	RN333796	panda express samples	09/11/2025	88.00	09/19/2025	510-810-423 Outside Serv-Analytical	925
7856	SILVER STATE ANALYTICAL LABORATORIES	RN333929	quarterly DBP samples	09/16/2025	1,000.00	09/19/2025	510-810-423 Outside Serv-Analytical	925
Total 7856:					1,452.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	95270	Cones	09/19/2025	460.00		100-475-615 Sign & Stripe Supplies	925
Total 170:					460.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
SMITH & LOVELESS, INC								
213	SMITH & LOVELESS, INC	187084	Lift station spare parts	09/10/2025	619.71		520-810-614 Shop Supplies	925
Total 213:					619.71			
SOUTHERN TIRE MART LLC								
8964	SOUTHERN TIRE MART LLC	7590051855	TIRES FOR THE MARSHAL	09/15/2025	926.20	09/19/2025	100-480-610 Automotive Supplies	925
8964	SOUTHERN TIRE MART LLC	7590052156	TIRES FOR VECTOR 8005	09/15/2025	1,230.56	09/19/2025	100-480-610 Automotive Supplies	925
Total 8964:					2,156.76			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	86744 SEPT 25	910001086744 WTP	09/11/2025	164.38	09/30/2025	510-840-621 Natural Gas	925
Total 204:					164.38			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	SEPT 2025-2	CHILD SUPPORT	09/19/2025	590.76	09/19/2025	100-219900 OTHER PAYROLL PAYABLES	925
176	STATE COLLECTION & DISB. UNIT (SCaDU)	SEPT 2025-2	CHILD SUPPORT	09/19/2025	319.84	09/19/2025	100-219900 OTHER PAYROLL PAYABLES	925
Total 176:					910.60			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2025400104723	WWTP Chlorine	09/11/2025	7,605.00		520-810-617 Chemical Supplies	925
Total 8646:					7,605.00			
U S POSTAL SERVICE								
7344	U S POSTAL SERVICE	OCT 2025	PREPAID POSTAGE FOR IN-HOUSE BILLING	10/01/2025	1,900.00		520-810-550 Printing and Postage	1025
7344	U S POSTAL SERVICE	OCT 2025	PREPAID POSTAGE FOR IN-HOUSE BILLING	10/01/2025	1,900.00		510-810-550 Printing and Postage	1025
Total 7344:					3,800.00			
ULTIMATE AIR, INC.								
8575	ULTIMATE AIR, INC.	8286	HVAC	09/22/2025	155.00		100-417-424 Outside Serv-HVAC	925
Total 8575:					155.00			
UNITED CENTRAL INDUSTRIAL SUPPLY								
8676	UNITED CENTRAL INDUSTRIAL SUPPLY	3028733	Replacement VacCon hose	09/18/2025	366.66		520-810-610 Automotive Supplies	925
Total 8676:					366.66			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
USA BLUEBOOK								
464	USA BLUEBOOK	INV00825722	chemical pump repair kit and spare sample cells	09/11/2025	767.46	09/19/2025	510-810-614 Shop Supplies	925
464	USA BLUEBOOK	INV00831324	Chemical injection check valves	09/17/2025	277.46	09/19/2025	510-810-614 Shop Supplies	925
464	USA BLUEBOOK	INV00831370	Chemical injection check valves	09/17/2025	259.40	09/19/2025	510-810-614 Shop Supplies	925
Total 464:					1,304.32			
UTILITY DEPOSITS								
2202	UTILITY DEPOSITS	10639407	CREDIT REFUND	09/10/2025	114.46	09/19/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	10934602	CREDIT REFUND	09/10/2025	352.35	09/19/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	114090.19	CREDIT REFUND	09/10/2025	150.00	09/19/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	13540013	CREDIT REFUND	09/10/2025	165.80	09/19/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	13580328	CREDIT REFUND	09/10/2025	295.25	09/19/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	16.9797.01	CREDIT REFUND	09/10/2025	105.67	09/19/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	16358618	CREDIT REFUND	09/10/2025	95.98	09/19/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	16575913	CREDIT REFUND	09/10/2025	142.77	09/19/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	169795.01	CREDIT REFUND	09/10/2025	109.69	09/19/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	169821.01	CREDIT REFUND	09/10/2025	109.69	09/19/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	16982201	CREDIT REFUND	09/10/2025	85.40	09/19/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	169823.01	CREDIT REFUND	09/10/2025	113.71	09/19/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	17245302	CREDIT REFUND	09/11/2025	250.00	09/19/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	19756113	CREDIT REFUND	09/10/2025	109.91	09/19/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	19756706	CREDIT REFUND	09/10/2025	6.34	09/19/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	20745707	CREDIT REFUND	09/10/2025	107.26	09/19/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	21900504	CREDIT REFUND	09/10/2025	46.65	09/19/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	30986903	WATER DEPOSIT REFUND	09/11/2025	717.56	09/19/2025	510-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	5508402	CREDIT REFUND	09/10/2025	79.06	09/19/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	7449114	CREDIT REFUND	09/10/2025	128.88	09/19/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	7884512	CREDIT REFUND	09/11/2025	72.22	09/19/2025	010-115100 Cash Clearing-Utilities	925
Total 2202:					3,358.65			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	6122364013	City Attorney	09/01/2025	240.06		100-414-530 Communications	925
8495	VERIZON WIRELESS	6122364013	IT	09/01/2025	194.96		100-418-530 Communications	925
8495	VERIZON WIRELESS	6122364013	Animal Control	09/01/2025	144.05		100-525-530 Communications	925
8495	VERIZON WIRELESS	6122364013	Building	09/01/2025	1,257.37		100-605-530 Communications	925
8495	VERIZON WIRELESS	6122364013	Mayor	09/01/2025	220.18		100-412-530 Communications	925
8495	VERIZON WIRELESS	6122364013	Facilities	09/01/2025	395.14		100-417-530 Communications	925
8495	VERIZON WIRELESS	6122364013	Fleet	09/01/2025	52.02		100-480-530 Communications	925
8495	VERIZON WIRELESS	6122364013	Parks	09/01/2025	19.98		100-575-530 Communications	925
8495	VERIZON WIRELESS	6122364013	Sewer	09/01/2025	696.68		520-810-530 Communications	925
8495	VERIZON WIRELESS	6122364013	City Manager	09/01/2025	56.17		100-413-530 Communications	925
8495	VERIZON WIRELESS	6122364013	FMC	09/01/2025	56.17		100-425-530 Communications	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8495	VERIZON WIRELESS	6122364013	Vector Control	09/01/2025	92.03		100-528-530 Communications	925
8495	VERIZON WIRELESS	6122364013	Water Dist	09/01/2025	574.55		510-810-530 Communications	925
8495	VERIZON WIRELESS	6122364013	City Treasurer	09/01/2025	64.12		100-415-530 Communications	925
8495	VERIZON WIRELESS	6122364013	Streets	09/01/2025	52.02		100-475-530 Communications	925
8495	VERIZON WIRELESS	6122364013	Engineering	09/01/2025	104.04		100-529-530 Communications	925
8495	VERIZON WIRELESS	6122364013	WTP	09/01/2025	339.57		510-840-530 Communications	925
8495	VERIZON WIRELESS	6122454002	52267Aug 2- Sept 01 25	09/01/2025	40.01		520-810-530 Communications	925
Total 8495:					4,599.12			
VERUS ASSOCIATES NEVADA, LLC								
8606	VERUS ASSOCIATES NEVADA, LLC	2869	PS SCADA training and support	09/15/2025	1,643.40	09/19/2025	510-840-429 Outside Serv-SCADA	925
Total 8606:					1,643.40			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	SEPT 2025-2	DEFERRED COMPENSATION, 457	09/19/2025	4,923.43	09/19/2025	100-215000 457 PAYABLE	925
8591	VOYA FINANCIAL	SEPT 2025-2	ROTH IRA	09/19/2025	200.00	09/19/2025	100-215000 457 PAYABLE	925
Total 8591:					5,123.43			
WEDCO								
3350	WEDCO	S100193202.001	PS admin bld lights	09/10/2025	77.67		510-840-614 Shop Supplies	925
3350	WEDCO	S100195831.001	Kordell cordless drill	09/22/2025	306.67		520-810-600 General Supplies	925
3350	WEDCO	S100195835.001	ground rod for well 9A	09/22/2025	19.05		510-810-600 General Supplies	925
Total 3350:					403.39			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2509-136511	clear safety glasses and XL gloves	09/18/2025	159.11	09/19/2025	510-810-616 Safety Supplies	925
Total 8571:					159.11			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	OCT 2025	SUPPLEMENTAL INSURANCE	10/01/2025	90.35		100-218100 Western Insurance Payable	1025
Total 881:					90.35			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11856301	PS replacement Recycle pump	09/15/2025	25,460.57	09/19/2025	510-840-614 Shop Supplies	925
195	WESTERN NEVADA SUPPLY CO.	11907511-1	bin stock	09/11/2025	220.64	09/19/2025	510-810-613 Meter Service Supplies	925
195	WESTERN NEVADA SUPPLY CO.	11920065	PS replacement analyzer sample pumps	09/18/2025	4,281.30		510-840-614 Shop Supplies	925
195	WESTERN NEVADA SUPPLY CO.	11922224	PS Sludge pump check valves	09/18/2025	7,690.83		510-840-614 Shop Supplies	925
195	WESTERN NEVADA SUPPLY CO.	11926880	PS parts	09/18/2025	66.35		510-840-614 Shop Supplies	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
195	WESTERN NEVADA SUPPLY CO.	11933447	PS gaskets	09/11/2025	35.36	09/19/2025	510-840-614 Shop Supplies	925
Total 195:					37,755.05			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	196092	Federal Lands Conveyance Services Through 08/31/2025	08/31/2025	13,476.25	09/19/2025	100-413-322 Prof Serv-Other	825
Total 2454:					13,476.25			
Grand Totals:					1,367,994.65			

Dated: _____

Mayor: _____

City Treasurer: _____

Report Criteria:
Detail report.
Invoice detail records above \$0 included.
Paid and unpaid invoices included.
Vendor.Vendor Number = {<>} 2201

Report Criteria:

License.Status = "Active"

Business.Orignation date = 09/11/2025-09/25/2025

Business Name	DBA	Name	Location	City	State	Zip	Business Tel	Description	Occupation
Denscorp General Contracts		Robert Dennis	6956 W Wise Rd	Licln	CA	95648	775-277-1133	Contractor	General Building Contrac
Escape Beauty and Massage		Stephanie Jones	75 West Main St.	Fernley	NV	89408	775-835-5247	Massage Therapist	Hair, nails, skin, massage
CyberGuard Solutions, LLC	CyberGuard SecureSearch	James Palu	659 Angela St	Fernley	NV	89408	352-287-3437	Business Specific Prof	Executive/profess. recruit
Prime Comms Retail, LLC	AT&T Authorized Retailer #477	Prime Comms Reta	1520 Newlands Drive E, B	Fernley	NV	89408	281-275-6893	Wholesale and/or Reta	
All Ways Repair LLC		Erick Geddes	1072 Stirup Ct	Fernley	NV	89408	775-247-4163	Repair Services	Mobile Repair
O'Gara Gilbert and Silvaroli Orthodont		O'Gara, Gilbert and	1042 Inglewood Dr. Bldg.	Fernley	NV	89408	775-825-1881	Dental Office/ Services	
Mag Square Memories		Jackie Kingston	417 Fort Sutter Blvd	Fernley	NV	89408	775-560-4636	Hobby/Crafter, Sewing	
Gun Doctors LLC		Jennifer Mecum	545 Brick Oven Court	Fernley	NV	89408	217-377-7243	Firearms Sales, Servic	
El Puente		Alfonso Mejia	808 Old Highway 40	Fernley	NV	89408	916-548-6928	Convenience Store	
Grand Totals:									9

Report Criteria:

License.Status = "Active"

Business.Orignation date = 09/11/2025-09/25/2025



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 1, 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:

520-166100

ACTION REQUESTED: Consent

AGENDA ITEM:

For possible action and approval to Purchase Temporary Air-Gap Equipment and SCADA/Electrical Integration for East Lift Station Project (design in process). The temporary equipment cost is not to exceed (NTE) \$30,000.

AGENDA ITEM BRIEF:

City Council previously approved moving forward with the design for the East Lift Station Improvements project. While design advances, staff has received odor complaints in the vicinity of the station. Installing a temporary air-gap equipment package (transfer tank/pump skid with controls) allows immediate operational improvements to reduce odors and improve wet-well ventilation/handling until permanent upgrades are constructed. The temporary equipment cost is NTE \$30,000.

RECOMMENDED MOTION:

"I move to approve a not-to-exceed amount of \$30,000 for the East Lift Station temporary air-gap solution, consisting of \$25,000 for equipment and \$5,000 for SCADA and electrical integration, and authorize the City Manager to execute all associated purchase documents."

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:

- Approve as recommended (staff recommendation) to promptly address odors.
- Defer purchase and wait for the full project construction phase (risk: continued odor complaints, potential community impact).
- Direct staff to evaluate alternate interim measures (may extend timeline and increase soft costs).

BACKGROUND:

City Council previously approved moving forward with the design for the East Lift Station Improvements project. While design advances, staff have received odor complaints in the vicinity of the station. Installing a temporary air-gap equipment package (transfer tank/pump skid with controls) allows immediate operational improvements to reduce odors and improve wet-well ventilation/handling until permanent upgrades are constructed.

Discussion

- Scope – Equipment (≈\$25,000):
Temporary air-gap transfer tank/pump skid with local controls and appurtenances suitable for outdoor wastewater service.
- Scope – Integration (≈\$5,000):
Limited SCADA integration (status/alarms, basic commands), electrical connections (breaker/disconnect, conductors/conduit, terminations), and start-up/testing to tie the equipment into existing operations.
- Urgency & Benefits:
 - Addresses near-term odor complaints and community concerns.
 - Improves operational control and monitoring via SCADA.
 - Compatible with and does not prejudice the ongoing design; equipment can be reused or repurposed in the final project.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

One-time project costs (current request):

- Equipment: \$25,000
- Integration (electrical/SCADA): \$5,000

ATTACHMENTS:

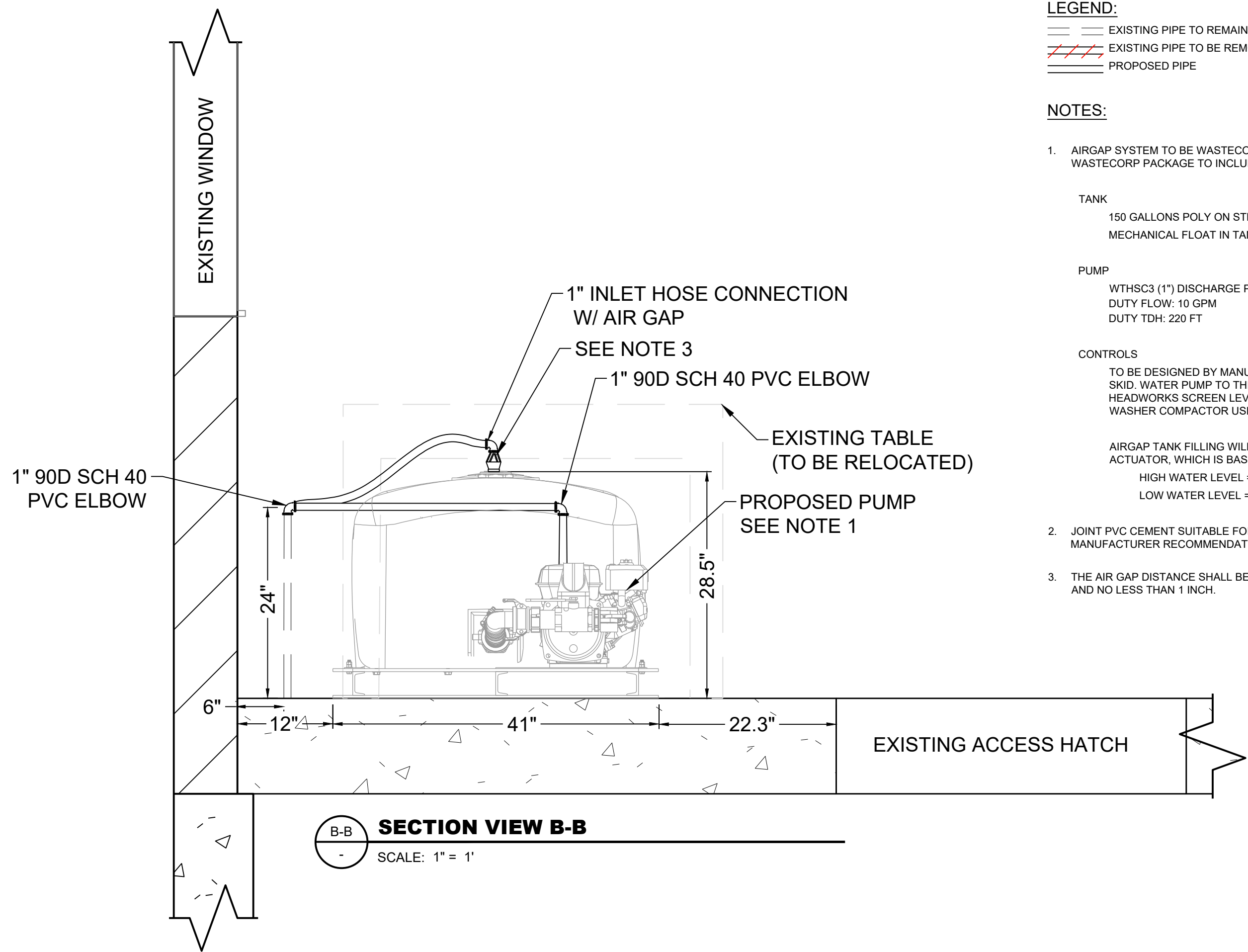
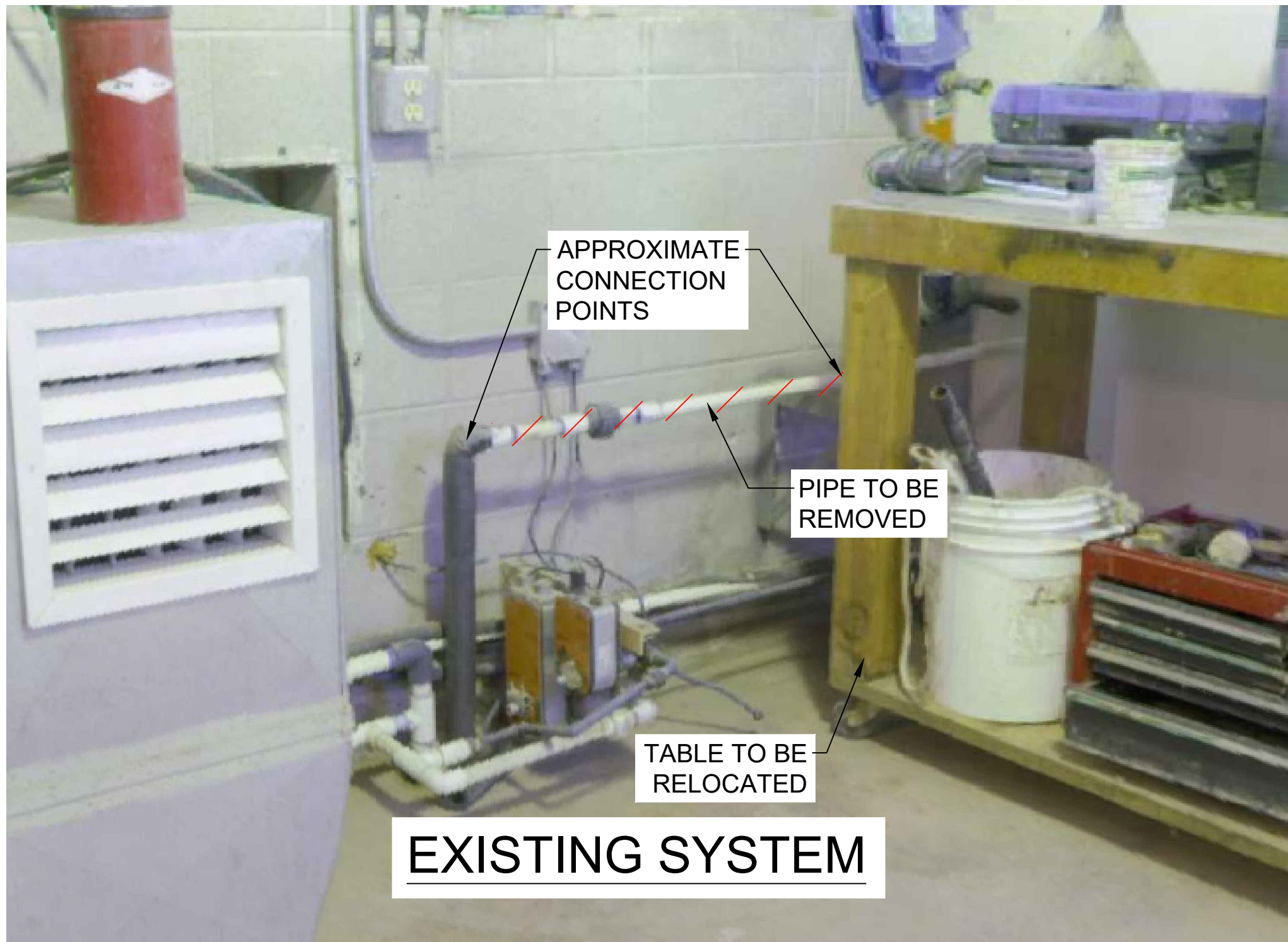
1. 2025-07-03 East Lift Temporary Air Gap - Installation Cost Estimate
2. 2025-07-03 East Lift Temporary Air Gap Figure

East Lift Station Improvements Temporary Air Gap Tank					
Designed by: KT			Date:	7/29/2025	
Reviewed by: MQ			Date:	7/30/2025	
Opinion of Probable Material Costs					
Div	Item	Quantity	Unit	Unit Price	Amount
1	Air Gap Tank and Pump Package	1	LS	\$ 22,500	\$ 22,500
2	1" PVC Pipe	20	LF	\$ 20	\$ 400
3	1" PVC 90 degree Elbows	7	EA	\$ 5	\$ 35
4	1" Duck Bill Valve	1	EA	\$ 40	\$ 40
5	PVC Joint Cement	1	EA	\$ 20	\$ 20
Construction Cost Subtotal					\$ 22,995
Contingency		10%			\$ 2,000
Construction Total					\$ 25,000

Notes:

1. This estimate assumes installation of the improvements by City of Fernley staff. As such, the estimate reflects material costs only and does not include labor or other costs associated with work prepared by a contractor. Should the City elect to bid the project and engage a contractor, Lumos can provide an updated estimate of cost.
2. This estimate of probable cost is the Engineer's best judgement as a professional engineer generally familiar with this type of construction. However, since the Engineer has no control over market conditions, the Engineer does not guarantee that proposals, bids, or actual construction cost will not vary from this estimate.

L:\AP\10939.001 - City of Fernley East Lift Station Improvements\3-Design\DWG\Civil\Exhibits\East Lift Station Improvements_V2.dwg, 150 Tank Sections, 07/30/2025 04:51 pm kthompson



LEGEND:

- EXISTING PIPE TO REMAIN
- EXISTING PIPE TO BE REMOVED
- PROPOSED PIPE

NOTES:

- AIRGAP SYSTEM TO BE WASTECORP WT-150 TRANSFER TANK OR APPROVED EQUAL. WASTECORP PACKAGE TO INCLUDE:

TANK
150 GALLONS POLY ON STEEL SKID
MECHANICAL FLOAT IN TANK (HIGH/LOW)

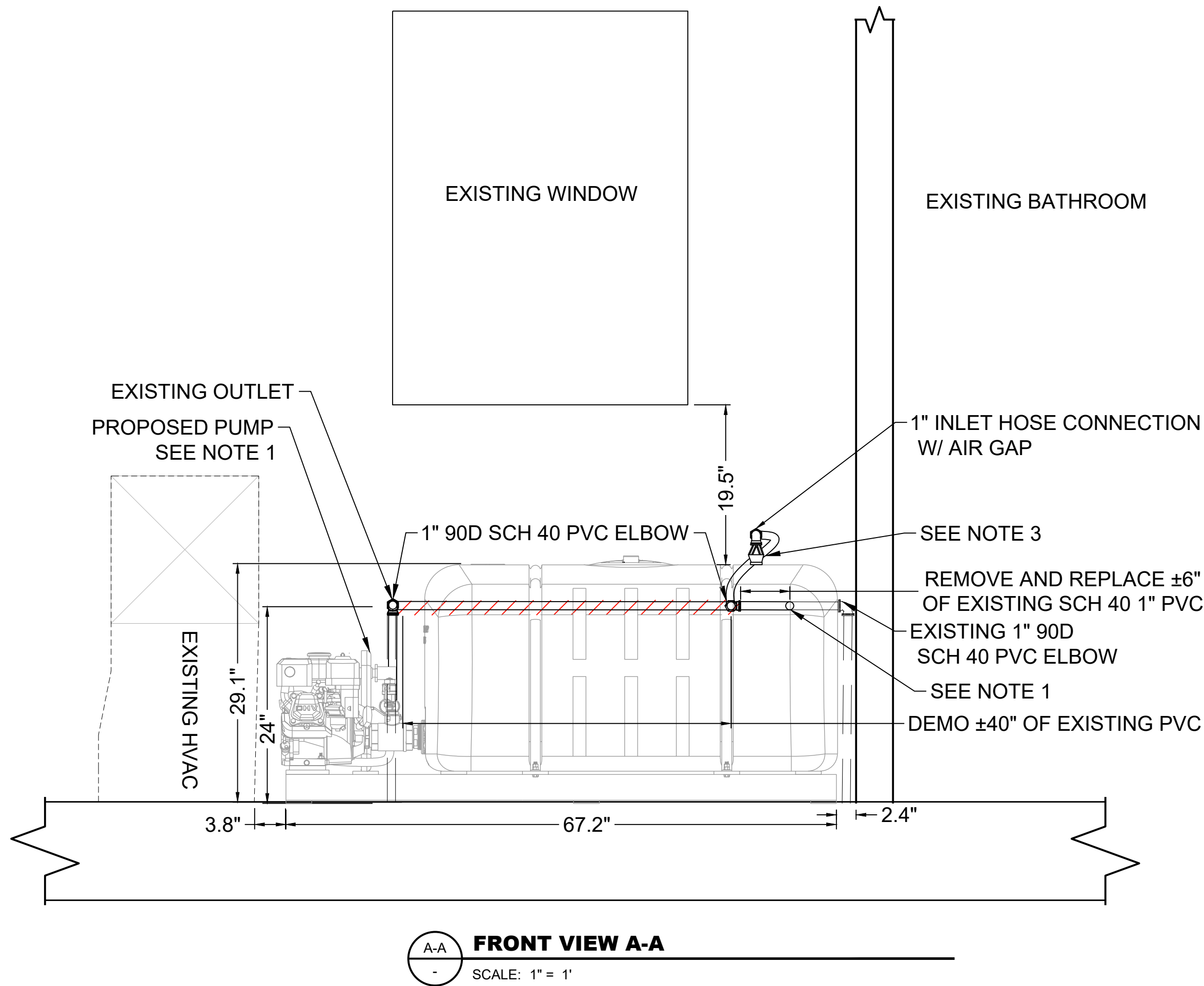
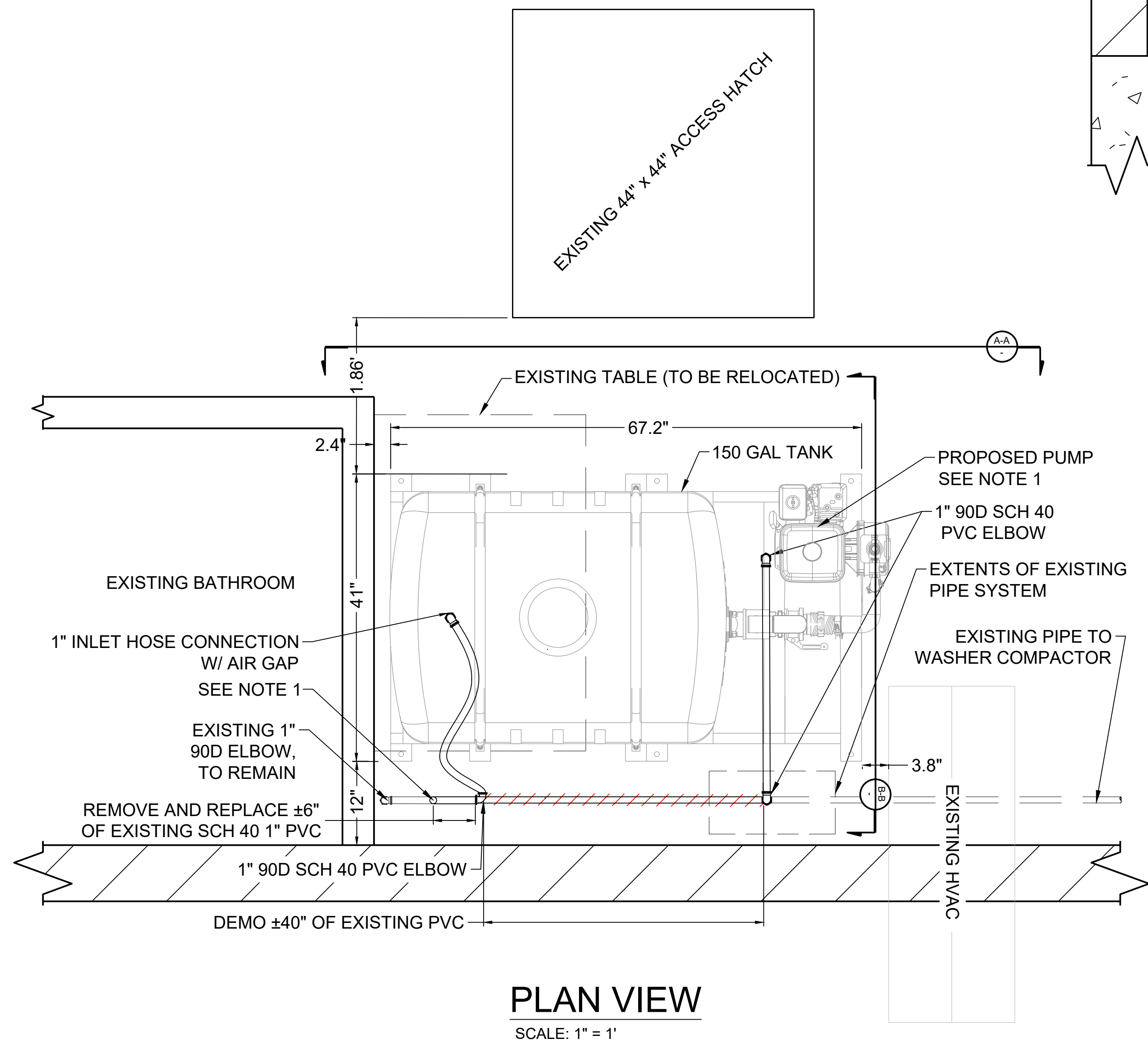
PUMP
WTHSG3 (1") DISCHARGE PUMP W/ 3 HP MOTOR
DUTY FLOW: 10 GPM
DUTY TDH: 220 FT

CONTROLS
TO BE DESIGNED BY MANUFACTURER. CONTROL PANEL WILL BE MOUNTED ON SKID. WATER PUMP TO THE WASHER COMPACTOR WILL BE CONTROLLED BY THE HEADWORKS SCREEN LEVEL TRANSDUCERS AT HIGH WATER LEVEL. DURATION OF WASHER COMPACTOR USE WILL BE DETERMINED WHEN CONSTRUCTED.

AIRGAP TANK FILLING WILL BE CONTROLLED WITH A 1" ELECTRIC BALL VALVE ACTUATOR, WHICH IS BASED ON AIRGAP TANK WATER LEVEL.
HIGH WATER LEVEL = 18"
LOW WATER LEVEL = 6"

- JOINT PVC CEMENT SUITABLE FOR PVC SCHEDULE 40 SHALL BE NSF 61 CERTIFIED. APPLY PER MANUFACTURER RECOMMENDATIONS.

- THE AIR GAP DISTANCE SHALL BE TWO (2) TIMES THE DIAMETER OF THE DISCHARGE PIPE, AND NO LESS THAN 1 INCH.



950 SANDHILL ROAD, SUITE 100
RENO, NV 89521
TEL: 775.827.6111

WWW.LUMOSINC.COM
INFO@LUMOSINC.COM

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**EAST LIFT STATION
WATER SERVICE IMPROVEMENTS
TEMPORARY AIR GAP**

CITY OF FERNLEY

NEVADA

LYON COUNTY

FERNLEY

CONCEPTUAL

JULY 2025

REV	DATE	DESCRIPTION

BAR IS 1 INCH ON ORIGINAL DRAWING

0 1'

IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

FIG 1

DRAWN BY: LB
DESIGNED BY: LB/KT
CHECKED BY: MQ
JOB NO.: 10939.001



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 1, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Ana Navarro, Seong Kim, Utilities Director

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-166100

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Approval of Professional Services with Shaw Engineering for Water Treatment Plant (WTP) Water Hammer Remediation — Design, Permitting, Bidding/Construction Administration, and Inspection for a total cost not to exceed \$41,200.

AGENDA ITEM BRIEF:

Water hammer is a sudden pressure surge in pipes caused by rapid changes in flow, like pump starts/stops, fast valve closures, or power loss. The resulting spikes and vacuums can damage pipes, valves, and instruments, causing leaks, failures, and nuisance alarms.

Shaw will (1) confirm whether a City distribution tie-in can resolve surges or if an in-place retrofit is required, (2) advance the selected alternative through preliminary and final design, (3) prepare and submit the NDEP-BSDW approval package, and (4) provide bidding and on-site inspection to commission the improvement, including testing and closeout documentation. The cost will be base services plus permit fees not-to-exceed (NTE) \$41,200 (base services \$34,750 + allowance for NDEP application fees and contingency).

RECOMMENDED MOTION:

"I move to approve the professional services with Shaw Engineering to mitigate recurring water-hammer events at the Water Treatment Plant, and authorize the Utilities Department to execute an agreement in an amount not-to-exceed (NTE) \$41,200."

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 as recommended (preferred): Maintains momentum and provides a single consultant through permitting, bidding, and inspection.
2. Approve base only (no contingency): Risk of change orders if permit fees/field needs exceed base; not recommended for T&M scopes.
3. Defer or rebid: Delays mitigation of surges; potential operational risk and extended schedule.

BACKGROUND:

The City Council approved a professional services agreement for this project in late 2024; however, that contract expired on June 30, 2025, and the Utilities Department elected not to renew it. The City's Water Treatment Plant has continued to experience recurring water-hammer events—transient pressure surges from rapid pump/valve changes—that trigger nuisance alarms and pose risks to valves, fittings, and instrumentation. To address these conditions and maintain reliable operations, this item establishes a new contract with Shaw Engineering to advance mitigation.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

- Base services: \$34,750 (Time & Materials per 2025 fee schedule).
- Pass-throughs/fees: NDEP-BSDW application fee noted as \$849 (tie-in) or \$1,167 (in-place retrofit).
- T&M terms: Billing per attached rate schedule (subconsultants cost+15%, mileage \$0.85/mi, per diem \$150/day as applicable).
Recommended authorization: NTE \$41,200 (base \$34,750 + up to \$1,167 for NDEP fee + ~15% contingency for T&M variability and minor pass-throughs). Funding: GL510-166100 PN: 2025.006.1.
Unused authorization will remain in the project budget.

ATTACHMENTS:

1. Complete with Docusign_ COF Long Form C...everse Flow Replacement ..

CONTRACT

A Contract for Professional Services

THIS CONTRACT is made and entered into this 17 day of September, 2025, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and Shaw Engineering, whose address is: 20 Vine Street, Reno, Nevada 89503 ("Contractor").

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 Council (which date shall be inserted into the introductory paragraph of this Contract) 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.**

i. **Attachments:**

1. **Attachment A.** Scope of Work. 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.

ii. **Standard Of Care.** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this agreement Contractor shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor 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

Initial

 Contractor's Initial

Initial

 CoF Representative

CONTRACT

A Contract for Professional Services

notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

- iii. **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.

3. REQUIRED APPROVALCOMPENSATION 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 A 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).
- d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year.

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

Initial
AW Contractor's Initial

Initial
Sk CoF Representative

CONTRACT

A Contract for Professional Services

If to Contractor: Owen Wurgler, Shaw Engineering, 20 Vine Street, Reno, NV 89503

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.

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- 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 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:
- i. 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;
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor: (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;

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or (iv) takes any action for the purpose of effecting any of the foregoing.

e. **For Cause Termination and Time to Correct. 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 a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.

f. **Winding Up Affairs upon Termination.** If 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 requested by the City.
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
- iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
- v. If 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.

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- 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:** Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively, the "City party") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards, judgments, and any other costs or expenses, including reasonable attorney fees (collectively, "Liabilities"), which may be recovered from or sought against the City party as a result of, by reason of, or as a consequence of: (i) any act or omission, negligent or otherwise, on the part of Contractor, its officers, employees, independent contractors, sub-contractors, vendors, suppliers, consultants, or agents; or (ii) any default in the performance of any obligation of Contractor to be performed under the terms of this Contract, regardless of whether such default is an Event of Default hereunder. In no event shall the language of this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections provided by the Federal and State constitutions or by law. It is expressly agreed that Contractor shall defend the City party at Contractor's expense, by legal counsel reasonably satisfactory to the City, against the Liabilities and in the event that Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to Contractor. Contractor's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Contractor pursuant to the provisions of this Contract. Contractor's obligations under this Section 11 shall survive any termination of this Contract.
- 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

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

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- 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. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Prior to commencing any work, Contractor shall complete and provide the following written request to a qualified insurer:

SHAW ENGINEERING has entered into a contract with Owner to perform work from THE 17 DAY OF September, 2025 to THE 30 DAY

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OF June, 2026 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that: (1) In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and (2) Contractor is otherwise in compliance with those terms, conditions and provisions.

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b. **Professional Liability Insurance.**

- i. Minimum Coverage Limit required (not deductible amount): \$1,000,000 Each Claim, \$2,000,000 Aggregate.
- ii. Retroactive date: Prior to commencement of the performance of this Contract
- iii. Discovery period: Three (3) years after the termination date of this Contract.

c. **General Requirements.**

- i. 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.
- ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

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- iv. 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.
 - v. 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.
 - vi. 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.
- d. **Evidence of Insurance.** Prior to the start of any work, Contractor must provide the following documents to the City:
- i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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

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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.

- e. **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.

14. **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.
15. **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.
16. **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.
17. **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

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rights, obligations, or duties under this Contract without the prior written consent of the City.

18. **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.
19. **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.
20. **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

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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.)

21. **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 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.
22. **CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017):** By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.
23. **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.
24. **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.
25. **INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire

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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.

- 26. COUNTERPARTS:** This Contract 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. COOPERATION OF PARTIES:** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and

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to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.

31. **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.

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

CITY OF FERNLEY

DocuSigned by:
Mal E McIntyre 9/10/2025
Mayor, City of Fernley Date

DocuSigned by:
kimberly Swanson 9/10/2025
City Clerk, City of Fernley Date

Approved as to form:

DocuSigned by:
laron Mountsen 9/10/2025
City Attorney, City of Fernley Date

Originating Department:

Signed by:
Seong Kim 9/5/2025
Department Head Date

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CONTRACTOR, being first duly sworn, deposes and says: That CONTRACTOR. is the Contractor; that NAME OF PERSON REPRESENTING CONTRACTOR has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Owen Wurgler

TITLE: Principal Engineer

FIRM: Shaw Engineering, Ltd

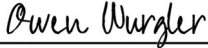
BUSINESS LICENSE #: BL05-2485

Address: 20 Vine Street

City: Reno State: NV Zip Code: 89503

Telephone: 7753295559 Fax #: 7753295559

E-mail Address: Owen@shawengineering.com

Signed by:


(Signature of Contractor)

DATE SIGNED this 5.00 day of September, 2025.00.

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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: October 1, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Benjamin Ferido, Project Manager

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-475-320

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve a contract with Lumos & Associates for Design and Construction Management services for the SR 828 (Farm District Road) Bike Path Phase 3 Project.

AGENDA ITEM BRIEF:

Staff is seeking action to approve a contract with Lumos & Associates for Design and Construction Management services for the SR 828 (Farm District Road) Bike Path Phase 3 Project not to exceed

RECOMMENDED MOTION:

"I move to approve a contract with Lumos and Associates for design and construction management services for SR 828 Bike Path Phase 3 Project for an amount not to exceed \$360,740."

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. City Council may award the proposed contract for design and construction management services for SR 828 Bike Path Phase 3 Project.
2. City Council may reject the proposed contract for design and construction management services for SR 828 Bike Path Phase 3 Project and provide additional direction.

BACKGROUND:

The City of Fernley (City) Transportation Master Plan (TMP) considers various aspects of the City's transportation network, including roadways, parking, transit, bicycle, and pedestrian facilities. Section 6.1, Table 9 (Page 52) indicates that the existing Bike Path (Path) facility along SR 828 (Farm District Rd) should be maintained from Jasmine Ln to East Valley Elementary School (EVES), and eventually extended from EVES to the eastern intersection of SR 828/US 50.

The current proposal includes design and construction management services for Phase 3 of the Path. The project limits extend from the Phase 2 terminus on the west side of Jasmine Ln to the west edge of the Friendly 5 Ranch Subdivision, and from the east edge of the Friendly 5 Ranch Subdivision to the west edge of the Truckee River Ranch Phase II Subdivision. The Engineering Department is currently coordinating with NDOT, as construction will be funded through the Local Public Agency (LPA) program to utilize federal funds.

The City will cover the cost of engineering design and construction management, while the proposed grant budget will cover construction costs.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

None

FINANCIAL IMPLICATIONS:

Task Description Budget

Task 1	Project Management (T&M)	\$25,000
Task 2	Topographic Survey w/Aerial Photography	\$35,000
Task 3	Geotechnical Investigation	\$11,500
Task 4	Environmental Support (Optional)	\$18,500
Task 5	Conceptual Design	\$22,000
Task 6	30% Design	\$17,000
Task 7	Public Outreach (T&M)	\$5,000
Task 8	60% Design	\$28,000
Task 9	90% Design	\$20,000
Task 10	Final Contract Documents	\$6,000
Task 11	Agency Permitting (T&M)	\$10,000
Task 12	Bidding Assistance (T&M)	\$8,000
Task 13	Construction Administration (T&M)	\$15,420
Task 14	Construction Services (T&M)	\$89,320
Task 15a	Engineering Services Contingency	\$25,000
Task 15b	Construction Management Contingency	\$25,000
<i>Project Total:</i>		<i>\$360,740</i>

ATTACHMENTS:

1. FINALv1 2025.08.20 Contract Lumos (Bike Path SR 828) (v2)

CONTRACT

A Contract For Design Professional Services

THIS CONTRACT is made and entered into this 6th day of August, 2025, by and between the **CITY OF FERNLEY**, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and **LUMOS AND ASSOCIATES, Inc.**, an Engineering Firm whose address is 9222 Prototype DR, Reno, Nevada 89521 ("Contractor").

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 Council (which date shall be inserted into the introductory paragraph of this Contract) 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.**

i. **Attachments:**

1. **Attachment A:** Scope of Work. 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.
2. **Attachment B:** Fee Schedule
3. **Attachment C:** Schedule of Services. Tasks and subtasks shall be completed in accordance with the schedule in Attachment C. Any change(s) to the schedule must be approved in writing by the City's Project Manager.

CONTRACT

A Contract For Design Professional Services

4. **Attachment D:** Project Team. Contractor will perform the work using the project team identified in Attachment D. Any changes to the project team must be approved in writing by the City's Project Manager.
- b. **Standard Of Care:** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this agreement Contractor shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor 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.
- c. **Notice to Proceed.** Contractor shall not commence work until the Contract is fully executed by City and Contractor and a Notice to Proceed (NTP) has been issued to the Contractor by the City.
- d. **Optional Services.** The City shall have the right to exercise its option(s) for all or any part of the OPTIONAL tasks or subtasks identified in Attachment B Fee Schedule, (and further described in Attachment A Scope of Services). The Contractor shall not commence work on any OPTIONAL task prior to issuance of a NTP for the OPTIONAL task by the City.

3. REQUIRED APPROVAL 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).

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A Contract For Design Professional Services

- d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year
- e. **Not to Exceed.** The maximum amount payable to Contractor to complete each task is equal to the not-to-exceed amounts identified in Attachment B. Contractor may submit a written request to the City's Project Manager to reallocate not-to-exceed amounts between Tasks. The request to reallocate must be accompanied by a revised fee schedule with associated revised not-to-exceed amounts and must be approved in writing by the City's Project Manager prior to performance of the work. Contractor shall not be compensated in excess of the Total not-to-exceed Contract amount:

Subtotal Professional Services: (Tasks 1-3, 5-14) \$292,240

Subtotal OPTIONAL Professional Services: (Task 4, 15) \$68,500

Total NTE Amount (Including OPTIONAL Services) \$360,740

- f. **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, 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: Maria Paz Fernandez, P.E. City Engineer
Engineering Department
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

If to Contractor: Contractor
Address
City State

4. **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

CONTRACT

A Contract For Design Professional Services

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.

5. 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 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

CONTRACT

A Contract For Design Professional Services

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:
- i. 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;
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor: (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. 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 a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing

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A Contract For Design Professional Services

that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.

- 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:
- 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 requested by the City.
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
 - iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
 - 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 disputes(s).

6. **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.
7. **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.
8. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

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9. **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.
10. **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.
- a. 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.
 - b. 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.
 - c. 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, 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.

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A Contract For Design Professional Services

11. 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.

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

CITY

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. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Prior to commencing any work, Contractor shall complete and provide the following

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written request to a qualified insurer: LUMOS & ASSOCIATES has entered into a contract with Owner to perform work from THE 1st DAY OF OCTOBER, 2025 to THE 30th DAY OF JUNE, 2026 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley

595 Silver Lace Blvd

Fernley, NV 89408

- i. 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.



- b. **Professional Liability Insurance.** Minimum Coverage Limit required (not deductible amount): \$1,000,000 Each Claim, \$2,000,000 Aggregate.

- i. Retroactive date: Prior to commencement of the performance of this Contract
- ii. Discovery period: Three (3) years after the termination date of this Contract.

c. **General Requirements.**

- i. 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.
- ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.

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A Contract For Design Professional Services

- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
 - iv. 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.
 - v. 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.
 - vi. 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.
- d. **Evidence of Insurance.** Prior to the start of any work, Contractor must provide the following documents to the City:
- i. 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.
 - ii. 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.
 - iii. 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.
 - iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by

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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.

- e. **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.

13. 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.

14. 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.

15. 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.

16. 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

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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.

17. 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.

18. 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.

19. 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.

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- 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.)

20. 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 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.

21. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017): By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

22. 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.

23. 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.

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- 24. 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.
- 25. COUNTERPARTS:** This Contract 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.
- 26. 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.
- 27. 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.
- 28. 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.

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

30. 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.

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CONTRACT

A Contract For Design Professional Services

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

CITY OF FERNLEY

Mayor, City of Fernley Date

City Manager, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

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CONTRACT

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CONTRACTOR, being first duly sworn, deposes and says: That **LUMOS & ASSOCIATES** is the Contractor; that **DAN STUCKY** has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

"CONTRACTOR"

BY: _____

TITLE: **DIRECTOR OF ENGINEERING DIVISION**

FIRM: LUMOS & ASSOCIATES

BUSINESS LICENSE #:

Address: 950 SANDHILL ROAD, SUITE 100

City: RENO State: NEVADA Zip Code: 89521

Telephone: 775-827-6111 Fax #:

E-mail Address:

(Signature of Contractor)

DATED this _____ day of _____, 20__.

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: _____



Reno
950 Sandhill Road, Suite 100
Reno, Nevada 89521
775.827.6111

August 19, 2025

LA25.557

Ms. Maria Paz Fernandez, P.E.
City Engineer
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408
Via email: mpazfernandez@cityoffernley.org

**Subject: State Route 828 Bike Path Phase 3 Project
Proposal for Professional Services**

Dear Maria:

Lumos and Associates, Inc. (Lumos) is pleased to provide you with this proposal for surveying, civil engineering design services, construction inspection and management services and other related services for work related to the State Route (SR) 828 Bike Path, Phase 3 Project (Project) along Farm District Road in Fernley, Nevada.

Project Understanding

Lumos understands the City of Fernley (City) is seeking professional engineering services for the design, engineering during construction (EDC), and construction management (including inspection and material testing) support of the SR 828 Bike Path Phase 3. This project involves approximately 0.6 miles of 8' -10' – wide multi-use path construction along the south side of SR 828 (Farm District Road), connecting existing path segments completed with the Phase 2 Trail project on the west side of Jasmine Lane to the existing path near the Friendly 5 Ranch, and ending at the east end of the Truckee River Ranch Phase 2 subdivision at Clearwater Lane.

The general overall scope of work consists of three (3) phases:

- Phase 1 will include the determination of final design limits, design standards, tie in points, field survey, geotechnical investigation, value engineering analysis, environmental analysis and documentation. The goal of this phase will be to establish the final project limits through conceptual design and obtain applicable NEPA clearance and determine any NDOT and other agency approvals necessary.
- Phase 2 will include the advancement of conceptual plans through the 30%, 60%, 90% and final design level. This phase generally includes the following tasks which are detailed further in the project specific scope: trail design, utility design, structural design of drainage structures, drainage improvements, cost estimating, trail signage and wayfinding, and value engineering services. This phase will also include construction drawings, project quantities, technical specifications, and opinion of probable construction cost (OPCC) estimate required for bidding. Bid support will also be included in this scope of work.

- Phase 3 will include engineering assistance, construction management, construction inspection, materials testing, and survey control during construction. Lumos will prepare record drawings of the project upon completion of construction.

The following scope of work for this project details tasks intended to support Lumos' general project understanding:

Project Scope

Task 1 – Project Management

Project management services for the duration of the Project through bid support, assumed to be 8 months total, July 2025 through March 2026. If additional services are required during the construction phase of the project, that scope and fee will be negotiated at that time.

Project management includes scheduling of Lumos staff resources, regular project updates and correspondence with the project team, development of project schedule, quality assurance reviews, budget tracking and invoicing, file management, and project closeout. Lumos' Project Manager will coordinate with the City, NDOT, project team, and subconsultants. This task includes the following meetings:

- Project Kickoff Meeting: Lumos will attend an in-person kickoff meeting with the project team, City, NDOT, TCID, NV Energy and other stakeholder agencies as required to confirm the project objectives, approach, milestones, stakeholder and outreach approach, and potential project challenges. Up to three (3) Lumos staff will attend the meeting, as well as environmental support staff.
- Internal Team Project Coordination and Meetings: Lumos will attend an internal kickoff meeting with the project team to help internally align the team with the goals of the City and the goals of the project. Following the internal kickoff meeting, Lumos will attend monthly virtual project update meetings with the City project team to discuss the progress of the project and identify issues and action items to be addressed. Up to two (2) Lumos staff will attend these meetings depending on the content and disciplines discussed, as well as environmental support staff as necessary.
- Stakeholder Agency Team Meetings: Lumos will attend monthly virtual meetings with the project team, the City, NDOT and agency stakeholders (including to discuss design progress and coordinate issues). A total of up to eight (8) virtual meetings are anticipated, to be attended by up to 2 Lumos staff and environmental support staff as necessary.
- Miscellaneous Coordination Meetings: Lumos will attend miscellaneous coordination meetings with project team, the City, agency stakeholders, and others as requested. A total of six (6) meetings are anticipated over the duration of the project, to be attended on average by two (2) Lumos staff. For the purpose of scoping, these meetings are assumed to be in-person.

Environmental Support Project Management and Agency Coordination

As a sub consultant to Lumos, Panorama will assist the City and Lumos with environmental support project planning, with the intent to move the Project forward, maintain momentum, and meet project needs. Since the City is the local sponsor (Local Public Agency or LPA) it is important that communications, requests, questions and discussions with NDOT and/or FHWA be facilitated through

the LPA. Panorama will be cognizant of the need to maintain and follow these proper coordination channels for the project. Efforts for this task include project planning and technical reports/memos management, internal, Lumos, City, and NDOT coordination and communication and project meetings on a weekly, biweekly or monthly basis depending on project intensity

Phase 1 Tasks

Task 2 – Topographic Survey with Aerial Photography

A project basemap will be created using a combination of aerial photogrammetry and ground collected survey field shots. The project will be flown at an appropriate elevation to obtain a horizontal scale of 1"=40' with a 1' contour interval accuracy. Field shots will be obtained at critical locations such as edge of roadways, potential tie in locations with adjacent trails, utilities, drainage and storm drain features to be combined with the aerial provided digital terrain model to supplement the basemap. Utility as-built information will be provided to include pipe invert elevations, type, size and direction for and storm drain manholes.

A digital terrain model, topographic basemap, and color orthophoto will be generated using the combination of ground and aerial collected data.

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

Lumos will conduct a records search of the adjacent properties to calculate the record right-of-way information. Record Right-of-Way lines will be included in the basemap. This task will include all necessary fieldwork as to search, locate and tie any survey monuments referenced in the recorded documents. Right-of-Way limits will be determined from deed and record mapping information together with field evidence gathered during the survey.

Deliverables:

- Digital terrain model, topographic basemap, color orthophoto all supplied electronically for use in the plan set

Task 3 – Geotechnical Investigation

Lumos will perform a field investigation that will consist of backhoe excavated test pits at six (6) locations along the proposed alignment, excluding the previously constructed segment length near Friendly 5 Ranch. Exploration depth will range from five (5) to ten (10) feet below ground surface, or practical refusal, whichever comes first. We understand Lumos will provide the backhoe excavation/backfill services.

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

Field Investigation will include:

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

Laboratory analysis may include:

- Atterberg Limits
- Grain Size Analysis (including fines content)
- R-Value
- Soluble Sulfates/pH/Resistivity

Report, Recommendations, and Conclusions

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

Deliverables:

- Geotechnical Report with pavement recommendations

Task 4 – Prepare Technical Reports/Memos for Environmental Support (Optional)

Under the NEPA Assignment Program, the FHWA assigns its environmental review responsibilities under NEPA to NDOT. It is understood that NDOT prepares Categorical Exclusions for projects that meet the criteria for a Categorical Exclusion. The project is assumed to meet the criteria for a Categorical Exclusion under the National Environmental Policy Act (NEPA) by Nevada Department of Transportation (NDOT). This scope of work reflects the environmental services required to comply with NEPA based on the Categorical Exclusion Compliance Procedures from the NDOT Environmental Services Procedures Guide. This scope is listed as optional in the event that NDOT assumes responsibility for these baseline reports and the City is not responsible for them.

Panorama will conduct field investigations of the project alternative to confirm or update resource information and to verify or further evaluate the location, nature and limits of resources in the project area and the extent of potential resource involvement. Panorama will document the results of the field reviews, coordinate with appropriate resource agencies for review and comment on the field review data and make the information available to NDOT. Per the Categorical Exclusion Compliance Procedures from the *NDOT Environmental Services Procedures Guide*, once the Categorical Exclusion process is initiated, the NDOT Environmental Services Division coordinates with each resource Section in the Division (i.e., cultural resources, etc.). The Sections review pertinent information and initiate appropriate action to prepare and process compliance documentation, as necessary. The scope of each investigation is provided below.

Task 4.1: Section 106 Compliance

Kautz, under contract to Panorama, will conduct cultural resources baseline requirements in support of the National Historic Preservation Act and NEPA reviews. Tasks will include the following:

- A desktop records review of the proposed project and coordination with NDOT regarding area of potential effect development.
- A Class III field investigation documenting all resources to the standards outlined in NDOT's Handbook.
- Preparation and submittal to NDOT of a draft and final archaeological report detailing one resource and providing the background necessary to evaluate the resource for the National Register.
- Preparation and submittal to NDOT of a draft and final architectural report to document SR 828 providing the background necessary to evaluate the resource for the National Register
- A record search of the Nevada Cultural Resources Information System (NVCRIS) to identify any previously recorded cultural resources (archaeological, historical, or architectural) within the project area.

Deliverables:

- Draft and final archaeological report.
- Draft and final architectural report.

Assumptions:

- It is assumed that two resources will be encountered: SR 828 (architectural) and one archaeological resource. If additional resources are encountered an addendum to this scope may be required.

Task 4.2: Threatened and Endangered Species Evaluation

A desktop analysis via the USFWS Information for Planning and Consultation (IPaC) tool was performed, to determine if critical habitat and threatened and/or endangered species exist in the project area. The results revealed that there are no species of concern or critical habitats within the project area.

NAS Environmental Consulting, under contract to Panorama, will prepare a formal IPaC species list and data request from the Nevada Department of Wildlife (NDOW) and the Nevada Division of Natural Heritage Program (NDHP). NAS will conduct a biological resources reconnaissance field survey. Presence/absence of species will be documented in a Biological nesting locations.

Deliverables:

- Draft and final Biological Technical Report/Memo.

Assumptions:

- No focused species surveys are proposed.
- A biological assessment in compliance with Section 7 is not proposed due to the expected absence of federally listed species.
- If the reconnaissance survey and NDOW data reveals critical habitat or habitat suitable for federally listed or proposed species, focused species surveys may be required to comply with the Endangered Species Act. If such surveys are required, an addendum to this scope will be provided.

Task 4.3: Invasive Species/Noxious Weeds

A Panorama biologist will conduct an invasive species/noxious weeds field survey of the project area. Presence/absence of species will be documented in an Invasive Species/Noxious Weeds Technical Report/Memo.

Deliverables:

- Draft and final Invasive Species/Noxious Weeds Technical Report/Memo.

Studies Not Included:

The following resources are not part of this scope and cost:

- Panorama assumes a Storm Water Management Technical Report/Memo is not included in the scope.
- A Floodplain and Hydrology Assessment is not included in the scope since the project is not within a Special Flood Hazard Area. Panorama accessed flood inundation information through the Federal Emergency Management Agency and identified the project is within Zone X Area of Minimal Flood Hazard.
- A preliminary review of the U.S. Fish and Wildlife Service National Wetlands Inventory and U.S.G.S National Hydrography dataset revealed there is no presence of aquatic and potential aquatic features or Waters of the US in the project area.
- Panorama assumes Native American consultation takes place on a government-to-government basis and is the responsibility of FHWA/NDOT as the NAC Coordinator. The NDOT NAC coordinator prepares the Native American consultation package for FHWA.
- Panorama assumes the project does not include tribal lands or easement on tribal lands.
- Panorama assumes the project will conform to the State's air quality implementation plans and that NDOT will perform the applicable qualitative analysis; therefore, an Air Quality Technical Report/Memo is not included in the scope.
- Panorama assumes a Noise Analysis Technical Report/Memo is not included in the scope.
- Panorama assumes a Hazardous Materials/Waste Technical Report/Memo is not included in the scope.
- Panorama assumes an Environmental Justice/Memo is not included in the scope.

Task 5 – Conceptual Design

Lumos will review relevant data and documents related to the project area and adjacent trails that will be points of connection for this trail. This scope of work assumes that the following documentation will be provided as source files in electronic format (e.g. Word documents and CAD files vs. PDF except for reports prepared by others).

- Plans for previous phases of the trail that this trail will connect to.
- Plans for adjacent trails that may be incorporated into this trail alignment.
- Any field investigation information performed to date for the project.
- Any drainage reports or other technical reports completed for the previous trail phases.
- Any other permitting or technical reports drafted or completed for environmental permitting.
- Known easement documents from the NV Energy or TCID.

This task includes processing, evaluating, and organizing survey, geotechnical, and environmental data and documents in order to prepare for the advancement of the design once the conceptual level

has been reached. Lumos will work with City staff to evaluate the proposed alignment, discuss possible alignment adjustments, and make final confirmation of the proposed alignment. This will include identification of any additional right-of-way required for the project, and coordination with NV Energy and TCID for impacts to their existing infrastructure. Lumos will also coordinate with the adjacent private trail owner where the new trail tie-in will occur. Lumos will produce conceptual drawings of the finalized alignment that will be utilized for any environmental approval coordinated with NDOT or as necessary in Optional Task 4.

Deliverables:

- Conceptual Design figures for environmental documentation

Phase 2 Tasks

Task 6 – 30% Design

Once the conceptual design is approved by the City, Lumos will prepare preliminary (30%) design plans of the proposed alignment consistent with City, NDOT, and AASHTO design guidelines, to the maximum extent possible. The preliminary design will use the parcel boundary data provided by the City in GIS format and the survey data gathered in Task 2.

Design assumptions include:

- The trail will be an 8-foot to 10-foot wide paved multi-use path with minimum 1-foot wide unpaved shoulders (as determined in the conceptual design).
- Design plans will be developed using AutoCAD.
- This project will require an NDOT occupancy permit and will meet NDOT plan standards.
- Improvements to SR 828 are not included in this project and will not require roadway typical section sheets, cross sections, or roadway plan sheets.
- The City will provide boilerplate specifications for the front end of the package.
- The City will facilitate coordination with TCID and NV Energy to discuss impacts to existing facilities.

30% Plans will be prepared on standard engineering 24" x 36" sheets and will include:

- Cover sheet
- Index sheet(s)
- Plan and profile sheets, with centerline, trail limits, connections to adjacent trails, tops and toes of cuts and fills, drainage crossings, and driveway crossings.
- Property lines and proposed easements and/or right-of-way requirements
- Preliminary details of trail crossings and connections to existing roads
- Preliminary details of fencing, signs, and trail amenities
- Preliminary drainage and water quality facilities and details

Lumos will prepare an Engineer's Opinion of Probable Construction (OPCC) for the project at the 30% design phase. An outline of the technical specifications will be prepared. Lumos will present the 30% plans, specifications outline and OPCC to City Staff.

Deliverables:

- 30% Plans and details in both hardcopy and .pdf format.
- Outline of the Technical Specifications
- Engineer's Opinion of Probable Construction Costs
- Notes from review meeting with City staff to present and discuss the 30% plans, specifications and OPCC.

Task 7 - Public Outreach

Following the 30% submittal, Lumos will work with the City to conduct one public outreach meeting and present the proposed alignment. Lumos will prepare informational flyers/postcards for use by the City to notify interested parties of the public meeting. Lumos will prepare poster boards and informational handouts for use at the meetings, as well as prepare a comment card for use by attendees at the public meeting. Lumos assumes two (2) staff will be present at the meeting.

Deliverables:

- One public outreach meeting to present and discuss the 30% plans
- Meeting flyer/postcard, poster board, comment cards and informational handouts

Task 8 – 60% Design

Lumos will advance the 30% design to a 60% level of design based on the City comments and any modifications needed due to public comments received during the workshop. If necessary, Lumos will prepare a technical drainage memorandum to discuss any impacts from the trail construction.

Deliverables:

- 60% Plans and details in both hardcopy and .pdf format
- Draft Technical Specifications
- Updated OPCC
- Review Comment Matrix

Task 9- 90% Design

The Lumos team will develop 90% plans, specifications and OPCC for the trail segment. City and permitting agency comments from the 60% review will be incorporated into this iteration of plans. Plans will be submitted to NDOT for an Occupancy Permit. Specifications will be in detail form at this level of design. An updated OPCC will be prepared.

Deliverables:

- 90% plans in hardcopy and .pdf format
- Detailed specifications
- Updated Engineer's Opinion of Probable Construction Costs
- Review Comment Matrix

Task 10 - Final Contract Documents

Lumos will prepare final plans, specifications, and contract documents (City to provide boilerplate front end documents). Comments from the 90% plan review and any comments from the NDOT Occupancy Permit submittal will be incorporated into the Final Contract Documents.

Deliverables:

- Lumos will provide plans at both 1" = 40' scale on 11" x 17" sheets and 1" = 20' scale on 24" x 36" sheets. The documents will be provided to the City in reproducible hard copy and electronically in AutoCAD (City specified version) and Word.
- Final specifications for bidding purposes
- Final Engineer's OPCC

Task 11 – Agency Permitting

Under this task, Lumos will prepare and submit all necessary applications, supplemental documents, and plan sets to NDOT, TCID, or USBR for review and approval as necessary. This task also includes all necessary coordination and communications with agencies and others as it relates to this project. Due to challenges in foreseeing the extent of agency permitting, this task will be billed on a Time and Materials (T&M) basis.

Task 12 - Bidding Assistance

Lumos will attend the pre-bid conference, respond to technical questions during the bid process, and assist in the preparation of addenda if necessary. Lumos will review bids received and provide a recommendation for award. Upon completion of the bidding phase, Lumos will prepare conformed documents for construction.

Deliverables:

- Attendance at one pre-bid meeting
- Preparation of addenda
- Bid award recommendation letter
- Conformed for Construction Plans and Contract Documents

Phase 3 Tasks

Task 13 – Construction Administration

Lumos will provide construction administration as follows:

Construction Administration

- Attend, prepare agenda(s), and conduct the preconstruction conference and progress meetings throughout the project duration
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans

- Review and stamp contractor's submittal for conformance to the contract documents
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Provide review of contractor's weekly certified payroll reports
- Provide weekly electronic quantities
- Supervise the inspection and material testing activities
- Provide recommendations to the City for any necessary construction changes due to field conditions
- Assist in change order review and approval
- Provide final test results, project photos and videos, and field reports in electronic format (.pdf)
- Provide record drawings in electronic format (AutoCAD and .pdf)

Task 14 – Construction Services

Lumos will provide construction inspection and materials testing services as follows:

Inspection – Surface Improvements

The following staffing shall be provided during construction of surface improvements:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC) and American Concrete Institute (ACI). Provide one full-time inspector, eight (8) hour workdays for 55 shifts. We anticipate a total of 440 inspection hours.

The inspectors assigned to this project will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the City of Fernley, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to the City, and CC'd to the appropriate government jurisdiction(s)
- Provide quantity reports and assist in review of contractor's monthly progress payments
- Maintain a daily log to provide verification of the distribution of public relation notices required to be delivered by the contractor
- Capture photos and videos during construction activities to be provided to the City
- Maintain and deliver a clean field set of "as-builts" drawings
- Assist in preparation of the Punch List

Materials Testing

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

The following test and frequencies are anticipated:

- Provide On-site thin-lift Nuclear Gauge Testing and Sampling for asphalt concrete placement. Testing frequency shall be at random locations throughout the project.
- Provide AC Testing. Provide asphalt concrete tests at random locations throughout the project. Laboratory tests shall include ignition oven extraction, aggregate gradation, specific gravity, flow & stability, and Marshall unit weight. Two (2) hot mix samples are anticipated. Reports will also include voids in total mix.
- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Six (6) – asphalt cores are anticipated. Test reports will also include percent compaction.
- Provide Portland Cement Concrete Testing. Provide field testing during concrete placement which will include: Temperature, Slump, Air Content, Unit Weight, and fabrications of Compressive Strength Specimens. Five (5) field samples and thirty (30) compressive strength tests are anticipated.
- Provide Native Soils and Manufactured Aggregate testing. Soils and aggregate testing are anticipated to include: Sieve Analysis, Plasticity Index, and Moisture Density Curves. We anticipate six (6) samples for testing.

Optional Tasks

Task 15: Project Contingency

- A. Engineering Services: This is a contingency for miscellaneous increases to the scope of this contract in the performance of services under Tasks 1-12. If Lumos determines that it is necessary to perform work to be paid out of contingency, a letter shall be provided detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the City of Fernley's Project Manager's prior written approval.
- B. Construction Management Services: This is a contingency for miscellaneous increases to the scope of this contract in the performance of services under Tasks 13 - 14. If Lumos determines that it is necessary to perform work to be paid out of contingency, a letter shall be provided detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the City of Fernley's Project Manager's prior written approval.

Assumptions / Exceptions

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

- Current scope is for a design-bid-build delivery.
- No modifications to SR828 are included.
- It is anticipated that this project may be permitted as a Categorical Exclusion with NDOT issuing a letter as the lead agency. Task 4 (Optional) has been included to prepare minor technical memos if NDOT does not produce them as the lead agency.

- Lumos assumes no formal Technical Drainage Study will be required. A drainage technical memorandum with any required hydraulic calculations will be provided as required.
- No significant changes to the trail alignment will be made after the 30% design phase.
- Subsurface utility exploration (SUE) is not included in this scope of services.
- Property acquisitions and/or easements are not included in this proposal. City will coordinate as needed using design plans and specifications to secure agreements for maintenance, etc.
- Lumos assumes any Storm Water Pollution Prevention Plan that may be required will be prepared and submitted by others.

Fees

The tasks described in the Scope of Work will be completed on a fixed fee basis, unless otherwise noted below:

Task	Description	Proposed Budget
Task 1	Project Management (T&M)	\$25,000
Task 2	Topographic Survey w/Aerial Photography	\$35,000
Task 3	Geotechnical Investigation	\$11,500
Task 4	Environmental Support (Optional)	\$18,500
Task 5	Conceptual Design	\$22,000
Task 6	30% Design	\$17,000
Task 7	Public Outreach (T&M)	\$5,000
Task 8	60% Design	\$28,000
Task 9	90% Design	\$20,000
Task 10	Final Contract Documents	\$6,000
Task 11	Agency Permitting (T&M)	\$10,000
Task 12	Bidding Assistance (T&M)	\$8,000
Task 13	Construction Administration (T&M)	\$15,420
Task 14	Construction Services (T&M)	\$89,320
Subtotal:		\$310,740
Contingency Tasks		
Task 15a	Engineering Services Contingency	\$25,000
Task 15b	Construction Management Contingency	\$25,000
Subtotal:		\$50,000
Project Total:		\$360,740

Schedule

Lumos anticipates Phase 1 to be completed within two (2) months after the notice to proceed. Phase 2 will be completed within six (6) months of approval of the conceptual design and direction from the City to proceed with the design phase. Phase 3 is anticipated to occur during a ten (10) week construction period.

Lumos will be happy to amend this proposal as necessary to include services not included or to amend the proposed services to better match the scope of services required. If this proposal is acceptable, please provide your contract for review and execution. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal. This proposal is valid for 30 days and subject to revision after that time.

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

Thank you again for allowing Lumos and Associates to provide you with this proposal. Please do not hesitate to call us at (775) 827-6111 if you have questions.

Sincerely,



Camille Buehler, P.E., P.L.S.
Group Manager



Dan Stucky, P.E.
Director of Engineering

SR 828 Phase 3 Bike Path Project

Fee Schedule

Task	Description	Budget
Task 1	Project Management (T&M)	\$25,000
Task 2	Topographic Survey w/Aerial Photography	\$35,000
Task 3	Geotechnical Investigation	\$11,500
Task 4	Environmental Support (Optional)	\$18,500
Task 5	Conceptual Design	\$22,000
Task 6	30% Design	\$17,000
Task 7	Public Outreach (T&M)	\$5,000
Task 8	60% Design	\$28,000
Task 9	90% Design	\$20,000
Task 10	Final Contract Documents	\$6,000
Task 11	Agency Permitting (T&M)	\$10,000
Task 12	Bidding Assistance (T&M)	\$8,000
Task 13	Construction Administration (T&M)	\$15,420
Task 14	Construction Services (T&M)	\$89,320
Subtotal:		\$310,740

Contingency Tasks	Description	Budget
Task 15a	Engineering Services Contingency	\$25,000
Task 15b	Construction Management Contingency	\$25,000
Subtotal:		\$50,000

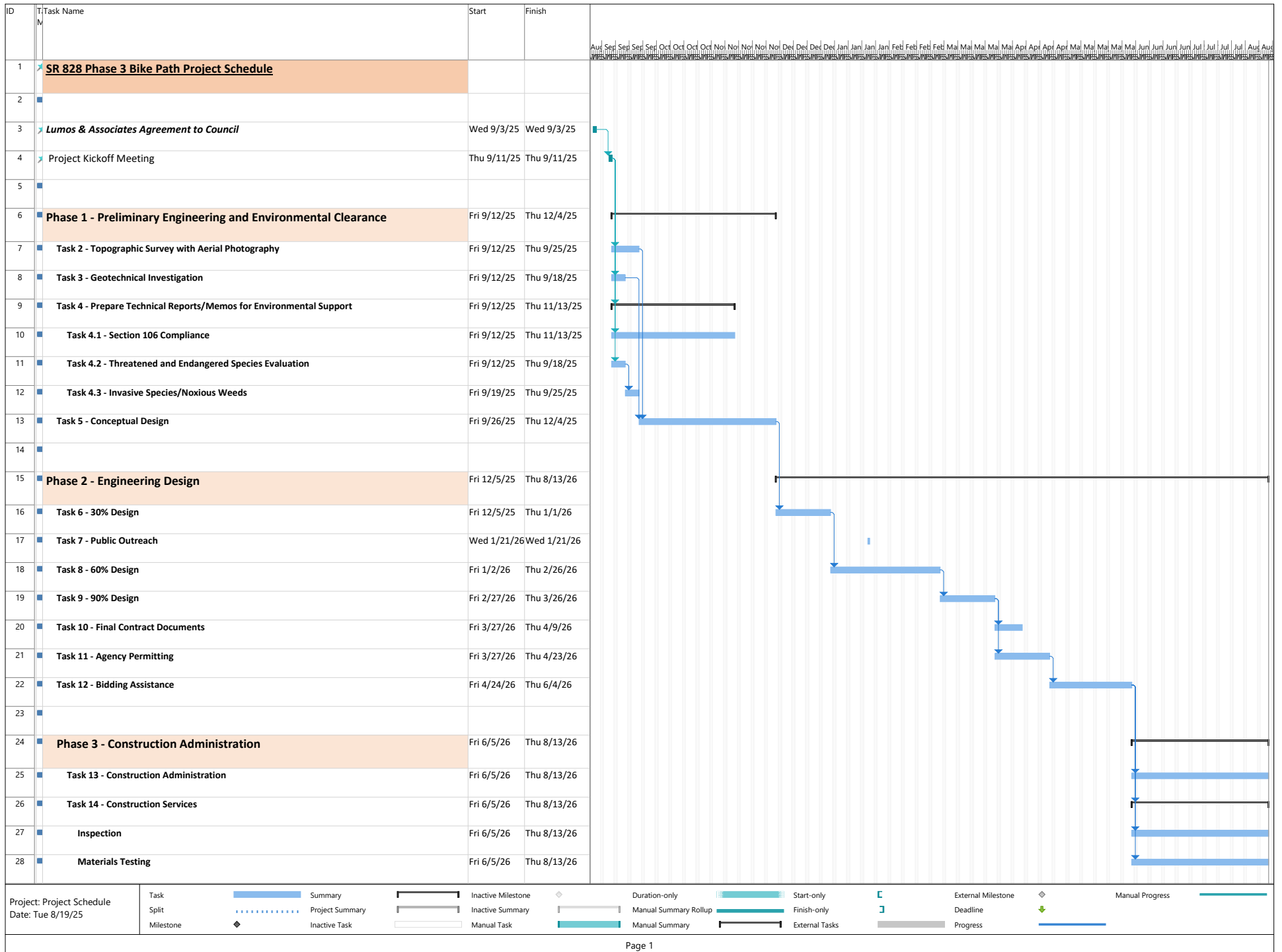
Project Total: \$360,740

All T&M tasks will utilize the attached fee schedule provided by Lumos & Associates

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

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

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



SR 828 Phase 3 Bike Path Project

KEY PERSONNEL

The key personnel assigned to this project include the following:

Title	Name	Email	Phone Number	Company
Group Manager	Camille Buehler, P.E., P.L.S.	cbuehler@lumosinc.com	775.827.6111	Lumos & Associates
Project Manager	Stephan Arana, P.E.	sarana@lumosinc.com	208.471.9186	Lumos & Associates
Project Engineer	Joe Ketron, P.E.	iketron@lumosinc.com	775.827.6111	Lumos & Associates
Project Technician	Ofelia Ramirez	oramirez@lumosinc.com	775.827.6111	Lumos & Associates
Construction Project Manager	Brian Harer	bharer@lumosinc.com	775.827.6111	Lumos & Associates
Assistant Construction PM	Chris Lillo	clillo@lumosinc.com	775.827.6111	Lumos & Associates
Materials Testing	Zach Lim	zlim@lumosinc.com	775.827.6111	Lumos & Associates
Inspection Supervisor	Brad Pillsbury	bpillsbury@lumosinc.com	775.827.6111	Lumos & Associates
Environmental Project Lead	Colleen Lavery, PMP	colleen.lavery@panoramaenv.com	775.671.5662	Panorama Environmental



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 1, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Benjamin Ferido, Project Manager

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

100-475-745

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve a contract with Lumos & Associates for Construction Management services for the Industrial Park Reconstruction Project

AGENDA ITEM BRIEF:

The proposed project will include over 180,000 square feet of roadway reconstruction along with curb, gutter, sidewalk, driveways, mill and overlay, and striping. Utility improvements include a jack and bore of 8" sewer under Union Pacific Railroad tracks, waterline, sewer, storm drain pipe replacement, catch basins, and manhole replacements.

The anticipated schedule is to bid the project in the late fall timeframe to allow construction to commence in winter 2025 and be completed in spring 2026.

RECOMMENDED MOTION:

"I move to approve a contract with Lumos and Associates for construction management services for the Industrial Park Reconstruction Project for an amount not to exceed \$494,465."

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. City Council may award the proposed contract for construction management for Industrial Park Reconstruction Project.
2. City Council may reject the proposed contract for construction management for Industrial Park Reconstruction Project and provide additional direction.

BACKGROUND:

Project Summary:

Industrial Park is a collection of roads in Fernley's industrial district. This contract is for construction management services relating to the reconstruction and rehabilitation of Industrial Park, including work on Industrial Drive, Salvadore Drive, Resource Drive, and Lyon Drive. Improvements include but are not limited to: crack sealing, reconstruction/repaving, slurry seal, and 2" Mill.

This contract, as well as the future contract for construction, will be funded by RTC on a reimbursement schedule. The city has been approved \$4.9 million from RTC to cover both contracts.

Lumos will provide construction administration and coordination, submittal recommendations, construction review, certified payroll, staking, inspection, and testing.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

None

FINANCIAL IMPLICATIONS:

Task Description Fee

Task 1 Construction Administration	\$60,575
Task 2 Construction Staking	\$75,900
Task 3A Construction Services - Water Improvements	\$11,700
Task 3B Construction Services - Sewer Improvements	\$81,900
Task 3C Construction Services - Storm Drain and Surface Improvements	\$198,900
Task 3D Construction Services - Materials Testing	\$45,490
Task 4 On-Call Services (OPTIONAL)	\$20,000

Total: **\$494,465**

ATTACHMENTS:

1. Professional Services Contract (LUMOS INDUSTRIAL PARK)

CONTRACT

A Contract For Design Professional Services

THIS CONTRACT is made and entered into this **21st** day of **August, 2025**, by and between the **CITY OF FERNLEY**, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and **LUMOS AND ASSOCIATES, Inc.**, an Engineering Firm whose address is Prototype DR, Reno, Nevada 89521 ("Contractor").

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 Council (which date shall be inserted into the introductory paragraph of this Contract) 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.**

i. **Attachments:**

1. **Attachment A:** Scope of Work. 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.
2. **Attachment B:** Fee Schedule
3. **Attachment C:** Schedule of Services. Tasks and subtasks shall be completed in accordance with the schedule in Attachment C. Any change(s) to the schedule must be approved in writing by the City's Project Manager.

CONTRACT

A Contract For Design Professional Services

4. **Attachment D:** Project Team. Contractor will perform the work using the project team identified in Attachment D. Any changes to the project team must be approved in writing by the City's Project Manager.

b. **Standard Of Care:** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this agreement Contractor shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor 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.

c. **Notice to Proceed.** Contractor shall not commence work until the Contract is fully executed by City and Contractor and a Notice to Proceed (NTP) has been issued to the Contractor by the City.

d. **Optional Services.** The City shall have the right to exercise its option(s) for all or any part of the OPTIONAL tasks or subtasks identified in Attachment B Fee Schedule, (and further described in Attachment A Scope of Services). The Contractor shall not commence work on any OPTIONAL task prior to issuance of a NTP for the OPTIONAL task by the City.

3. REQUIRED APPROVALCOMPENSATION AND TERMS OF PAYMENT:

xth

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).

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A Contract For Design Professional Services

- d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year
- e. **Not to Exceed.** The maximum amount payable to Contractor to complete each task is equal to the not-to-exceed amounts identified in Attachment B. Contractor may submit a written request to the City's Project Manager to reallocate not-to-exceed amounts between Tasks. The request to reallocate must be accompanied by a revised fee schedule with associated revised not-to-exceed amounts and must be approved in writing by the City's Project Manager prior to performance of the work. Contractor shall not be compensated in excess of the Total not-to-exceed Contract amount:

Subtotal Professional Services: (Tasks 1-3D) \$474,465

Subtotal OPTIONAL Professional Services: (Task 4) \$20,000

Total NTE Amount (Including OPTIONAL Services) \$494,465

- f. **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, 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: Maria Paz Fernandez, P.E. City Engineer
Engineering Department
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

If to Contractor: Contractor
Address
City State

4. **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

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A Contract For Design Professional Services

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.

5. 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 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

CONTRACT

A Contract For Design Professional Services

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:
- i. 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;
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor: (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. 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 a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing

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A Contract For Design Professional Services

that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.

- 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:
- 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 requested by the City.
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
 - iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
 - 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 disputes(s).

6. **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.
7. **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.
8. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

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A Contract For Design Professional Services

9. **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.
10. **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.
- a. 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.
 - b. 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.
 - c. 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, 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.

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A Contract For Design Professional Services

11. 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.

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

COT

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. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Prior to commencing any work, Contractor shall complete and provide the following

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A Contract For Design Professional Services

written request to a qualified insurer: **LUMOS & ASSOCIATES** has entered into a contract with Owner to perform work from THE 1st DAY OF OCTOBER, 2025 to THE 30TH DAY OF JUNE, 2026 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley

595 Silver Lace Blvd

Fernley, NV 89408

- i. 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.



- b. **Professional Liability Insurance.** Minimum Coverage Limit required (not deductible amount): \$1,000,000 Each Claim, \$2,000,000 Aggregate.

- i. Retroactive date: Prior to commencement of the performance of this Contract
- ii. Discovery period: Three (3) years after the termination date of this Contract.

c. **General Requirements.**

- i. 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.
- ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.

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A Contract For Design Professional Services

- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
 - iv. 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.
 - v. 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.
 - vi. 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.
- d. **Evidence of Insurance.** Prior to the start of any work, Contractor must provide the following documents to the City:
- i. 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.
 - ii. 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.
 - iii. 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.
 - iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by

CONTRACT

A Contract For Design Professional Services

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.

- e. **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.

13. 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.

14. 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.

15. 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.

16. 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

CONTRACT

A Contract For Design Professional Services

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.

17. 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.

18. 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.

19. 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.

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- 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.)

20. 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 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.

21. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017): By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

22. 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.

23. 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.

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A Contract For Design Professional Services

- 24. 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.
- 25. COUNTERPARTS:** This Contract 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.
- 26. 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.
- 27. 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.
- 28. 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.

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A Contract For Design Professional Services

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

30. 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.

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CONTRACT

A Contract For Design Professional Services

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

CITY OF FERNLEY

Mayor, City of Fernley Date

City Manager, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

CONTRACT

A Contract For Design Professional Services

CONTRACT

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CONTRACTOR, being first duly sworn, deposes and says: That **LUMOS & ASSOCIATES**. is the Contractor; that **STEVEN MOON** has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: _____

TITLE: **DIRECTOR OF CONSTRUCTION DIVISION**

FIRM: LUMOS & ASSOCIATES

BUSINESS LICENSE #:

Address:

City: _____ State: _____

Telephone: _____

E-mail Address: _____

Zip Code: _____

Fax #: _____

(Signature of Contractor)

DATED this _____ day of _____, 20__.

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: _____



Boise • Carson City • El Dorado Hills • Fallon • Lake Tahoe • Reno • Roseville

Reno
950 Sandhill Road, Suite 100
Reno, Nevada 89521

LumosInc.com

August 15, 2025

Benjamin Ferido, Project Manager
City of Fernley – Engineering Department
595 Silver Lace Boulevard
Fernley, Nevada 89408

**Subject: Proposal for Construction Services for the City of Fernley
Industrial Park Rehabilitation Project**

Dear Mr. Ferido:

Lumos & Associates, Inc. is pleased to provide you with this proposal for construction services for the Industrial Park Rehabilitation Project.

Project Understanding

The proposed project will include over 180,000 square feet of roadway reconstruction along with curb, gutter, sidewalk, driveways, mill and overlay, and striping. Utility improvements include a jack and bore of 8" sewer under Union Pacific Railroad tracks, waterline, sewer, storm drain pipe replacement, catch basins, and manhole replacements.

The anticipated schedule is to bid the project in the late fall timeframe to allow construction to commence in winter 2025 and be completed in spring 2026.

We propose the following tasks to assist you with your project:

Project Scope

Task 1 – Construction Administration

Provide construction administration as follows:

Construction Administration

- Attend, prepare agenda(s), and conduct the preconstruction conference and progress meetings throughout the project duration
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Provide review of contractor's weekly certified payroll reports
- Provide weekly electronic quantities

- Provide recommendations to the City of Fernley for any necessary construction changes due to field conditions
- Assist in change order review and approval
- Provide final test results, project photos and videos, and field reports in electronic format (.pdf)
- Provide “as-built” record drawings in electronic format (AutoCAD and .pdf)

Task 2 – Construction Staking

Provide construction staking services as follows:

Control Verification Survey

- Conduct an initial survey to locate and densify existing control referencing the project basis of bearings and benchmark as shown on the project plans. A minimum of 3 project benchmarks will be established around the project to be used during construction. Horizontal control or densifying owner provided control for the use of contractor surveying is not included in this scope.

Rough Grade

- Provide 1 set of stakes for saw cuts and removal areas as requested by contractor

Utilities

- Provide 1 set of stakes at an offset requested by the contractor to following proposed utility improvements:
 - Water Lines – set at ends, angle points, fire hydrants, and valves
 - Storm Drain - 2 offset stakes to each manhole, drainage inlet, sediments traps, and culverts with cuts provided to invert elevations per the plan and profile sheets
 - Sanitary Sewer – 2 offset stakes to each manhole and cleanout with cuts marked to invert elevations per the plan and profile sheets

Final Grade Staking

- Provide 1 set of offset stakes to edge of pavement or concrete on 50' intervals in tangents and 25' intervals in curves including all horizontal and vertical points of curvature, points of tangent and angle points, and at centerline of driveways. Cuts or fills will be marked on all stakes to the finished surface grade as shown on the plan and profile sheets. Lumos will provide the locations and reference points for replacement of centerline monumentation removed during construction.

A total of eighteen (18) field visits to the site for the proposed tasks are budgeted for this proposal.

Task 3 – Construction Services

Provide construction inspection and materials testing services as follows:

Inspection –Water Improvements

The following staffing shall be provided during construction of water improvements:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full-time inspector, twelve (12) hour workdays for 5 shifts. We anticipate a total of 60 inspection hours.

Inspection –Sewer Improvements

The following staffing shall be provided during construction of sewer improvements:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full-time inspector, twelve (12) hour workdays for 35 shifts. We anticipate a total of 420 inspection hours.

Inspection –Storm Drain and Surface Improvements

The following staffing shall be provided during construction of storm drain improvements:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time inspector, twelve (12) hour workdays for 20 shifts. We anticipate a total of 240 inspection hours.

The following staffing shall be provided during construction of surface improvements:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time inspector, twelve (12) hour workdays for 65 shifts. We anticipate a total of 780 inspection hours.

The inspectors assigned to this project will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the City of Fernley, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to the city of Fernley, and CC'd to the appropriate government jurisdiction(s)
- Provide quantity reports and assist in review of contractor's monthly progress payments
- Maintain a daily log to provide verification of the distribution of public relation notices required to be delivered by the contractor
- Capture photos and videos during construction activities to be provided to the City
- Maintain and deliver a clean field set of "as-builts" drawings
- Assist in preparation of the Punch List

Materials Testing

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

The following test and frequencies are anticipated:

- Provide On-site thin-lift Nuclear Gauge Testing and Sampling for asphalt concrete placement. Testing frequency shall be at random locations throughout the project.
- Provide AC Testing. Provide asphalt concrete tests at random locations throughout the project. Laboratory tests shall include ignition oven extraction, aggregate gradation, specific gravity, flow & stability, and Marshall unit weight. Twelve (12) hot mix samples are anticipated. Reports will also include voids in total mix.
- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Thirty Six (36) – asphalt cores are anticipated. Test reports will also include percent compaction.
- Provide Portland Cement Concrete Testing. Provide field testing during concrete placement which will include: Temperature, Slump, Air Content, Unit Weight, and fabrications of Compressive Strength Specimens. Six (6) field samples and Thirty Six (36) compressive strength tests are anticipated.
- Provide Native Soils and Manufactured Aggregate testing. Soils and aggregate testing are anticipated to include: Sieve Analysis, Plasticity Index, and Moisture Density Curves. We anticipate four (4) samples for testing.

Task 4: On-Call Services (OPTIONAL - T&M, Not to Exceed: \$20,000)

As requested by the City of Fernley Lumos will provide additional services not detailed in the above listed tasks. This task may or may not be used at the sole discretion of the City of Fernley.

Fee Summary

The tasks described in the Scope of Work will be completed for the following fees.
(see Attachment B – Fee Proposal for additional information):

<u>Task</u>	<u>Description</u>	<u>Fee</u>
Task 1	Construction Administration	\$60,575
Task 2	Construction Staking	\$75,900
Task 3A	Construction Services - Water Improvements	\$11,700
Task 3B	Construction Services - Sewer Improvements	\$81,900
Task 3C	Construction Services - Storm Drain and Surface Improvements	\$198,900
Task 3D	Construction Services - Materials Testing	\$45,490
Task 4	On-Call Services (OPTIONAL)	<u>\$20,000</u>
Total:		\$494,465

Tasks 1 through 4 are time and materials (T&M) not to exceed without prior authorization. Lumos & Associates will be happy to amend this proposal, as necessary. If this proposal is acceptable, please provide the City's contract for execution. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal. Lumos & Associates, Inc. will

send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed.

Thank you again for allowing Lumos & Associates to provide you with this proposal. Please do not hesitate to contact myself or Steve Moon at (775) 827-6111 if you have questions.

Sincerely,



Brian Harer
Senior Project Manager
Construction Division



Steven G. Moon, PE
Director
Construction Division

Task 1 Administration

1A: Construction Administration

Personnel	Rate	Hours	Amount
Director	\$ 295.00	10.00	\$ 2,950.00
Senior Project Manager	\$ 250.00	125.00	\$ 31,250.00
Construction Services Engineer	\$ 185.00	75.00	\$ 13,875.00
Senior Inspector	\$ 170.00	25.00	\$ 4,250.00
Construction Tech II	\$ 130.00	25.00	\$ 3,250.00
Administrative Technician	\$ 100.00	50.00	\$ 5,000.00
Task 1 - Administration Total:			\$ 60,575.00

Task 2 Construction Staking

2A: Construction Staking

Personnel	Rate	Hours	Amount
Director	\$ 295.00	6.00	\$ 1,770.00
Project Manager	\$ 235.00	16.00	\$ 3,760.00
Party Chief	\$ 190.00	170.00	\$ 32,300.00
Photogrammetrist	\$ 170.00	11.00	\$ 1,870.00
Survey Technician II	\$ 140.00	100.00	\$ 14,000.00
Survey Technician I	\$ 95.00	160.00	\$ 15,200.00
Contingency (10%)	-	-	\$ 7,000.00
Task 2 - Construction Staking Total:			\$ 75,900.00

Task 3 Construction Services

3A-C: Inspection - Improvements

Personnel	Rate	Hours	Amount
3A - Water Improvements			
Senior Project Manager	\$ 250.00	6.00	\$ 1,500.00
Senior Inspector	\$ 170.00	60.00	\$ 10,200.00
3B - Sewer Improvements			
Senior Project Manager	\$ 250.00	42.00	\$ 10,500.00
Senior Inspector	\$ 170.00	420.00	\$ 71,400.00
3C - Storm Drain and Surface Improvements			
Senior Project Manager	\$ 250.00	102.00	\$ 25,500.00
Senior Inspector	\$ 170.00	1,020.00	\$ 173,400.00
			\$ 292,500.00

3D: Materials Testing ⁽¹⁾

Personnel	Rate	Hours	Amount
Material Engineering Manager	\$ 265.00	25.00	\$ 6,625.00
Construction Services Engineer	\$ 185.00	25.00	\$ 4,625.00
Field Technician II	\$ 120.00	150.00	\$ 18,000.00
Laboratory Testing			
Asphalt Concrete Marshall Series	\$ 675.00	12.00	\$ 8,100.00
Ignition Oven Correction	\$ 300.00	2.00	\$ 600.00
Unit Weight on Asphalt Core	\$ 75.00	36.00	\$ 2,700.00
Sieve Analysis	\$ 200.00	4.00	\$ 800.00
Plasticity Index	\$ 225.00	4.00	\$ 900.00
Moisture Density Curve w/ Rock Correction	\$ 425.00	4.00	\$ 1,700.00
Compression - Concrete Cylinder	\$ 40.00	36.00	\$ 1,440.00
			\$ 45,490.00

Task 3 - Construction Services Total: \$ 337,990.00

⁽¹⁾ See Attachment B-2 for Materials Testing Details

Grand Total

Construction Administration:	\$ 60,575.00
Construction Staking:	\$ 75,900.00
Construction Services:	\$ 337,990.00
On-Call Services (OPTIONAL):	\$ 20,000.00
Project Total:	\$ 494,465.00

Materials Testing Summary:

Asphalt Concrete

<i>Test</i>	<i>Unit Cost</i>	<i># of Tests</i>	<i>Total</i>
Asphalt Concrete Series (Marshall)	\$ 675.00	12.00	\$ 8,100.00
Ignition Oven Correction	\$ 300.00	2.00	\$ 600.00
Asphalt Concrete Core Specific Gravity/Unit Weight	\$ 75.00	36.00	\$ 2,700.00
			\$ 11,400.00

Portland Cement Concrete

<i>Test</i>	<i>Unit Cost</i>	<i># of Tests</i>	<i>Total</i>
Compression - Concrete Cylinder	\$ 40.00	36.00	\$ 1,440.00
			\$ 1,440.00

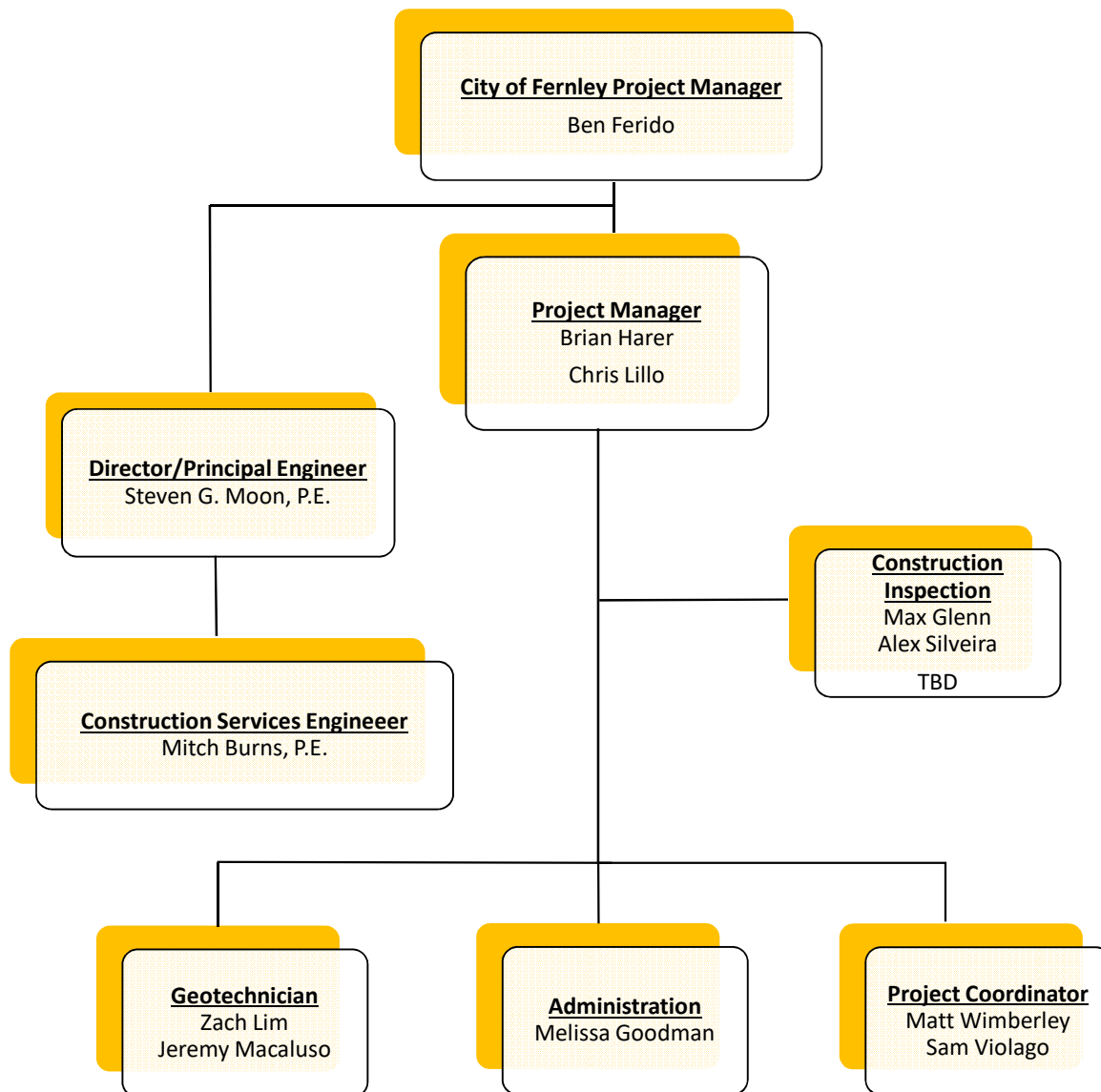
Native Soils & Manufactured Aggregates

<i>Test</i>	<i>Unit Cost</i>	<i># of Tests</i>	<i>Total</i>
Sieve Analysis	\$ 200.00	4.00	\$ 800.00
Plasticity Index	\$ 225.00	4.00	\$ 900.00
Moisture Density Curve w/ Rock Correction	\$ 425.00	4.00	\$ 1,700.00
			\$ 3,400.00

Laboratory Testing Total: \$ 16,240.00

SCHEDULE OF SERVICES
ATTACHMENT C

<u>Task</u>	<u>Date</u>
UPRR Permitting	Friday, October 31, 2025
Submit Bid Documents to City for Final Review	Friday, November 14, 2025
Advertise for Bid (4 weeks since are around the Holidays)	Tuesday, December 9, 2025
Open Bids	Tuesday, January 6, 2026
City Council Award (City to confirm date)	Wednesday, January 21, 2026
Begin Construction (Monday is a Holiday)	Tuesday, February 17, 2026
End Construction (120 Calendar Days) + 1 Holiday	Thursday, June 18, 2026





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 1, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Barry Williams, Commissioner

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

General Fund, Water Enterprise
Fund, Sewer Enterprise Fund

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to Approve the award of the 2025-2027 Biennial Generator Maintenance and Service Contract to Arc Generator Services in amount not to exceed the unit price per services listed in the bid document not exceeding an annual cost of \$22,655 and a two (2) year cost of \$45,310.

AGENDA ITEM BRIEF:

This is a biennial contract award for Generator Maintenance and Service which will provide scheduled and as-needed maintenance, repair, and testing services for the City's critical backup generators at the Water Treatment Plant, wastewater lift stations, and other municipal facilities over a two-year period. This contract will be renewed on a biennial basis and will help the City lock in prices and allow for more accurate budgeting. This contract was advertised for bid in accordance with NRS and one (1) responsible bid was received.

RECOMMENDED MOTION:

"I move to Approve the award of the 2025-2027 Biennial Generator Maintenance and Service Contract to Arc Generator Services in amount not to exceed the unit price per services listed in the bid document not exceeding an annual cost of \$22,655 and a two (2) year cost of \$45,310."

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 deny the contract award and provide staff with further direction.

BACKGROUND:

The Council's consideration is requested to approve the award of the 2025-2027 Biennial Generator Maintenance and Service Contract. This contract will provide scheduled and as-needed maintenance, repair, and testing services for the City's critical backup generators at water, wastewater, and other municipal facilities over a two-year period. The requested action is to authorize execution of the contract for the specified term and amount, ensuring continued operational reliability of essential City infrastructure. Approval will allow the City to maintain compliance with operational standards and minimize the risk of service interruptions due to generator failure. In addition to routine maintenance and emergency repairs, the City has periodically undertaken capital projects to upgrade or replace generator systems at key facilities. These projects are prioritized based on equipment condition assessments, operational needs, and compliance with applicable codes and standards. The City's procurement and contracting processes for generator maintenance and service contracts are conducted in accordance with Nevada Revised Statutes and City policies, ensuring competitive selection and fiscal accountability.

As part of its ongoing asset management and risk mitigation strategy, the City regularly reviews the performance and reliability of its backup power systems. This includes tracking service histories, scheduling preventive maintenance, and planning for future upgrades or replacements as needed to support the City's water, wastewater, and other critical infrastructure operations.

PRIOR COUNCIL ACTION

This is the first time that this service contract has not been brought forward for Council's approval.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Statutes: NRS 332.045 Advertisements or Requests for Bid on Contract.

Public Works advertised for bids on the City of Fernley website, in the Reno Gazette Journal, the Lyon County News Leader from 8/6/2025 through 8/20/2025. Closing date was 8/27/2025. We received three (3) bid proposals. The lowest, responsible bidder is Arc Generator Services. The bid summary is as follows:

1. Arc Generator Services: Annual Cost \$22,655; Two (2) Year Cost \$45,310
2. CD & Power: Non-Responsive (N/R); Proposal not sealed.
3. Empire CAT: Non-Responsive (N/R); Proposal not sealed.

Arc Generator Services submitted the only responsive bid received for the 2025-2027 Biennial Generator Maintenance and Service Contract.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Bid Table_25-27 Biennial Generator Maintenance & Service Contract

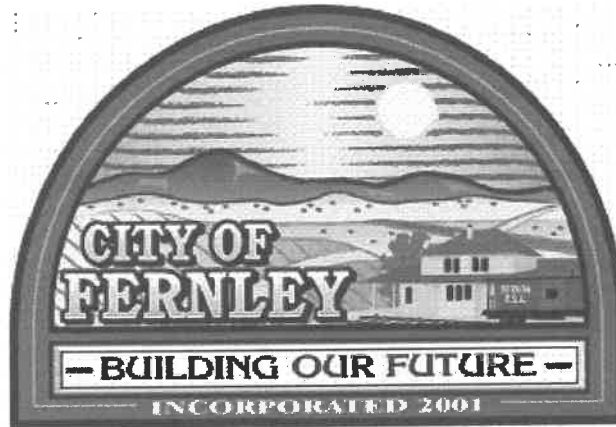
2. Arc Generator Services_SUBMITTAL

2025-2027

2024-2026 Biennial Generator Maintenance & Service Contract**City of Fernley – Public Works Department****Bid Opening – August 27th, at 3:00 PM**

Name of Bidders	Proposal Amount
Arc Generator Services	Annual Cost \$22,655 Two-year Cost \$45,310
CD & Power	N/R - Not Sealed
Empire CAT	N/R - Not Sealed

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.



**GENERATOR
MAINTENANCE AND SERVICE
CONTRACT**

BID OPENING: August 27th, 2025, at 3:00 PM

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

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ADVERTISEMENT FOR PROPOSALS

For CITY OF FERNLEY (OWNER):

Sealed bids will be received by the CITY OF FERNLEY PUBLIC WORKS DEPARTMENT for the 2025-2027 Biennial Generator Maintenance and Service Contract, by mail, at 595 Silver Lace Blvd, Fernley, NV 89408. Bids must be postmarked by Wednesday, August 27th, 2025. Bids will be opened at 3pm.

The Scope of Work consists of:
Providing semi-annual preventive maintenance inspections and emergency service on all 14 City of Fernley generators at various locations within the City limits. Specific generator information can be located in the technical specifications of the bid documents.

Proposals will be accepted on an Annual Rate for all preventative maintenance work. Proposals shall also include any miscellaneous charges such as minimal hourly charges and will be 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.

Terms and conditions regarding this proposal as well as bid packages shall be obtained from the City of Fernley, Public Works Department via mail or e-mail by calling 775-784-9910.

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.

Barry Williams, Public Works Director

* Published in the Reno Gazette Journal, RGJ Online, the Local News Leader, and the Fernley Reporter from 7/30/2025 to 8/20/2025.

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 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. Bidder understands and acknowledges 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 of 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 scope of work consists of providing semi-annual preventative maintenance inspections and service on a scheduled and emergency as-needed basis for all 17 City of Fernley generators.

Annually: Run diagnostics for each generator on an annual basis and service as needed.

Semi Annually:

The generators shall be tested/inspected/maintained every at least six months.

When preparing your bids, please include the following list of fees and charges:

- 1) **Emergency Service Call Out Pricing:**
 - a) Specify 24/7 service
 - b) Standard business hour call outs
 - c) After hour and weekend call outs
 - d) Include mileage pricing (if applicable)
 - e) Provide response time
- 2) **Load Bank Service**
 - a) Provide pricing structure should this service be requested during the contract period.
- 3) **Equipment & Materials**
 - a) Specify Equipment & Materials which will be provided within the scope of the contract.
- 4) **Minimum inspections required at each facility:**
 - a) General inspection of unit for cleanliness, leaks or any type of damage
 - b) Check and maintain all fluid levels
 - c) Check belts and hoses
 - d) Insure all exposed rotating parts are clear of obstruction
 - e) General inspection of wiring, supports and mounts
 - f) Change oil and filters every 250 hours of operation
 - g) Change air cleaner every 250 hours of operation
 - h) Test run unit, check and record the following:
 - *Proper voltage Hz and Amps
 - *Proper pressures and temperatures on engine
 - *Unusual noises or vibrations
 - *Any leaks of coolant, oil, and fuel
 - *Governor responsiveness
 - *Proper operation of engine and generator safety
 - *Proper circulation of cooling air

Biennial Generator Maintenance and Service Contract Bid

- *Exhaust color and flow
- *Proper shutdown of unit
- i) Check engine block heater
- j) Battery check, connector, tightness, terminal, corrosion and specific gravity.
- k) Check condition of all gauges
- l) Check battery charger
- m) Run and test unit
- n) Insure unit is returned to normal status and ready for operation
- o) Dates service report noted with services performed
- p) ATS: Inspect terminals, connections, contacts and controls for corrosion, arcing and proper operation.

5) Oil sample shall be taken and sent out for analysis once a year.

All bid proposals shall be submitted on the City of Fernley bid tabulation sheet. No bids will be accepted without the following tables completed and statement signed.

BID TABLE:

Location	Type	Model	Serial # / KW Size	Biannual Inspection #1 (1 st Year)	Biannual Inspection #2 (1 st Year)	Biannual Inspection #1 / Annual Service (2nd Year)	Biannual Inspection #2 (2 nd Year)
Well 11	Caterpillar	3456	7WG03990 / 400 KW	\$450.00	\$450.00	\$1,690.00	\$500.00
Well 4	Caterpillar	C9	SP02550 / 300 KW	\$450.00	\$450.0	\$1,690.00	\$500.00
Well 14	Caterpillar	C9	S9L00573N/A / 300 KW	\$450.00	\$450.00	\$1,690.00	\$500.00
Well 13	Katolight	D250FR14	117052-0206 / 250 KW	\$450.00	\$450.00	\$1,450.00	\$500.00
355 Cottonwood	Multiquip	JD4045TF150	7300760 / 40 KW	\$450.00	\$450.00	\$1,150.00	\$500.00
Shop Mobile	Multiquip	Dca150ssk	SA6D110 / 150 KW	\$450.00	\$450.00	\$1,150.00	\$500.00
Love's Lift	Cummins	4B3.9-G2	46295301 / 40 KW	\$450.00	\$450.00	\$1,150.00	\$500.00
West Plant Lift	Cummins	6CT8.9-G2	7300760 / 125 KW	\$450.00	\$450.00	\$1,150.00	\$500.00

Biennial Generator Maintenance and Service Contract Bid

Donner Trails Lift	CAT	C4	CAT00C44AC N600965 / 80 KW	\$450.00	\$450.00	\$1,150.00	\$500.00
East Lift	Baldor	572RSC4031	P070190001 / 450 KW	\$450.00	\$450.00	\$1,690.00	\$500.0
Highway 50 Lift	Cummins	DQHAB-3249031	B100096054 / 300 KW	\$450.00	\$450.00	\$1,450.00	\$500.00
Meadows Lift	Onan	C2203/DKAE	L050865858 / 20 KW	\$450.00	\$450.00	\$950.00	\$500.00
Farm District Lift	John Deere	DED60FRJ4	123831-0306 / 60 KW	\$450.00	\$450.00	\$1,150.00	\$500.00
Desert Lake Lift Station	Baldor	TS35S-MOD-X	P0801210006 / 30 KW	\$450.00	\$450.00	\$950.00	\$500.00
Sage St	Cummins	AO59F868	74612877 / 60 KW	\$450.00	\$450.00	\$1,150.00	\$500.00
White Eagle	Onan	DKAE-7	CO80166 / 20 KW	\$450.00	\$450.00	\$950.00	\$500.00
Inglewood Meadows	Onan	MSD D1703-M-B-6-ETOI	7JXB791 / 20 KW	\$450.00	\$450.00	\$950.00	\$500.00
Total Per Service				\$7,650.00	\$7,650.00	\$21,510.00	\$8,500.00

Emergency Service Call Out Pricing	Cost
1) Specify 24/4 service	Yes, 24/7
2) Standard business hours call out	\$190.00/hr
3) After hours and weekend call outs	\$285.00/hr
4) Mileage pricing	\$3.50/mile
5) Response Time:	2 hours
Load Bank Service: Provide pricing structure should this service be required during the contract period.	\$190/hr, \$1.00/kw
Equipment & Materials Specify equipment and materials which will be provided within the scope of the contract	All oil, oil filters, fuel filters oil and coolant sample kits. <u>Qualified service</u> technician.

Biennial Generator Maintenance and Service Contract Bid

Services Provided

Semi-Annually preventative maintenance to all City of Fernley generators, currently 15 in inventory. The following services are to be provided:

- a) General inspection of units for cleanliness, leaks or any type of damage
- b) Check and maintain all fluid levels
- c) Check belts and hoses
- d) Insure all exposed rotating parts are clean of obstructions
- e) General inspection of wiring, supports and mounts
- f) Change oil and filters every 250 hours of operation
- g) Change air cleaner every 250 hours of operation
- h) Test run unit, check and record the following:

Proper voltage Hz and amps, Proper pressures and temperature on engine, unusual noises or vibrations, any leaks of coolant, oil, fuel, governor responsiveness, proper operation of engine and generator safety, proper circulation of cooling air, exhaust color and flow, proper shutdown of unit.

- i) Check engine block heater
- j) Battery check, connector, tightness, terminal, corrosion and specific gravity.
- k) Check condition of all gauges
- l) Check battery charger
- m) Run and test unit
- n) Ensure unit is returned to normal status and ready for operation
- o) Dates service report noted with service performed
- p) ATS: Inspect terminals, connections, contacts and controls for corrosion, arcing and proper operation.
- q) Oil sample shall be taken and sent out for analysis once a year

Annual Total: \$ Average annual cost of \$22,655.00

2 year cost of \$45,310.00

I certify I/We the undersigned can guarantee the above quoted prices for a period of two years, starting September 3rd, 2025, to June 30, 2027. Official dates are subject to council approval.

Steve Arcouette

Signature of Bid Preparer

ARC GENERATOR SERVICE

Company Name

08/25/2025

Date

APPENDIX B - Fernley Standard Contract for Services of Independent Contractor

Notice for the City shall be sent to:

City Manager
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

Notice for the Contractor shall be sent to:

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

ATTACHMENT C: (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.

8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.
9. **INSPECTION & AUDIT.**
 - a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of

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

- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.
- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

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

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

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

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

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

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

15. **INDEMNIFICATION.**

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

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

16. **INDEPENDENT CONTRACTOR.** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent

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

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

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

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

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

Any insurance or self-insurance available to the City shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City,

Biennial Generator Maintenance and Service Contract Bid

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.

COF

CTR

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:

Biennial Generator Maintenance and Service Contract Bid

- 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.

☐
COF☐
CTR

Commercial General Liability Insurance:

- 1) Minimum Limits required:

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

☐
COF☐
CTR

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.

☐
COF☐
CTR

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.

☐
COF☐
CTR

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

Commercial Crime Insurance:

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

Biennial Generator Maintenance and Service Contract Bid

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

Performance Security:

1) Amount required: \$ **0.00**

2) Security may be in the form of surety bond, Certificate of Deposit or Treasury

Note payable to the City only.

3) The security shall be deposited with the City no later than ten (10) working days following award of this Contract to Contractor.

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

General Requirements:

1) Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***The City of Fernley, its officers, employees and immune contractors*** shall be named as additional insured 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 insured.

3) Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insured's clause.

4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.

5) Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.

6) Approved Insurer: Each insurance policy shall be:

- a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made, and
- b. Currently rated by A.M. Best as “A- VII” or better.

Biennial Generator Maintenance and Service Contract Bid

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

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

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

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

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

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

20. SEVERABILITY OF PARTS. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be

severed from the remaining portions, provisions, or parts of this Agreement, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

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

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

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

28. GOVERNING LAW; VENUE. This Agreement will be interpreted, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Agreement, each Party to this Agreement hereby (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or

relating to this Agreement shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each Party to this Agreement accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement.

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

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

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

Biennial Generator Maintenance and Service Contract Bid

prepared collectively by the Parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any Party hereto on the basis that a Party prepared or drafted a particular provision of this Agreement.

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

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

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

ACTING CITY MANAGER

City of Fernley
Neal McIntyre
Telephone: 775-784-9900

Mayor Neal McIntyre, Acting City Manager

DATED this ____ day of _____, 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.

Biennial Generator Maintenance and Service Contract Bid

Aaron Mouritsen, City Attorney

DATED this ____ day of _____, 20__.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: Public Works Director

BARRY WILLIAMS, PUBLIC WORKS 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 E. McIntyre, MAYOR

DATED this ____ day of _____, 20__.

ATTEST:

KIM SWANSON, CITY CLERK

DATED this ____ day of _____, 20__.

Biennial Generator Maintenance and Service Contract Bid

CONTRACTOR

BY: _____

TITLE: _____

FIRM: _____

BUSINESS LICENSE #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ / Fax #: _____

E-mail Address: _____

(Signature of Contractor)

DATED this _____ day of _____, 20__.

* Final contract to be executed via DocuSign. Please contact Public Works at (775) 784-9910 to request a packet to be notarized and physically signed if you do not wish to use DocuSign.

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

ARC GENERATOR SERVICE

Nevada Business Identification # NV20253412388

Expiration Date: 07/31/2026

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



Certificate Number: B202508045968368

You may verify this certificate

online at <https://www.nvsilverflume.gov/home>

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 08/04/2025.

FRANCISCO V. AGUILAR
Secretary of State



U.S. Small Business
Administration

202-205-8800 | sba.gov
409 3rd St, SW. Washington DC 20416

Feb. 3, 2023

ARC GENERATOR SERVICE, LLC
SAM UEI: X8QSRK8HEG83
50 E GREG STREET, STE. 101
SPARKS, NV 89431

Dear ARC GENERATOR SERVICE, LLC:

I am writing to inform you that ARC GENERATOR SERVICE, LLC has been certified by the Veteran Small Business Certification Program (VetCert) at SBA. Your certification confirms your eligibility to compete for set-aside contracting opportunities, as well as other benefits, as a Service-Disabled Veteran-Owned Small Business (SDVOSB).

What you need to know:

- ARC GENERATOR SERVICE, LLC is certified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and publicly listed at veterans.certify.sba.gov.
- Your certification is valid for three (3) years from the date of this letter.
- You may visit [SBA's website](https://sba.gov) to download [SBA-approved digital icons](https://sba.gov) that indicate your certification status.
- SBA may conduct a program examination at your office or work site during your certification period to verify the accuracy of your certification.
- You may apply for recertification 120 days prior to your expiration date by logging in to your Veteran Small Business Certification profile.

What to do if your business changes:

You must inform SBA of any changes to the business that could affect its eligibility for the program, such as:

- a closure
- a change to the firm's ownership, business structure, or control
- filing of a bankruptcy
- a change in a Veteran-owner's active duty status

You can inform SBA of changes through the VetCert website at veterans.certify.sba.gov. Failure to report eligibility changes within 30 days of the change could result in:

- Civil and criminal penalties
- A referral to the Debarment and Suspension Committee
- Decertification and removal from the Veteran Small Business Certification Program

Please keep a copy of this letter to confirm ARC GENERATOR SERVICE, LLC's continued program eligibility. Thank you for your service to our country and for continuing to serve the United States through small business ownership.

Sincerely,

John B. Perkins

John B. Perkins
Director Veteran Small Business Certification Program



All SBA programs and services are extended to the public on a nondiscriminatory basis.

ARC GENERATOR SERVICE
SERVICE DISABLED VETERAN OWNED SMALL BUSINESS
DUNS: 118812725 – CAGE: 9DED1

Oliva John
Deputy Director Public Works
595 Silver Lace Blvd. Fernley, NV 89408

August 25, 2025

Biennial Generator Maintenance Contract

ARC Technical Capability

1. **Company's ability:**

ARC GENERATOR SERVICE is proud to provide a quote for the service and maintenance of the emergency generators and ATS's for the City Of Fernley. We have a total of six (6) technicians that have been servicing the local Northern Nevada and Western California area in all aspects of emergency power maintenance and repairs. The owner of the company, Stephen Arcouette, is a service-disabled veteran of the U.S. Airforce. He joined the U.S. Airforce in 1994 and entered the career of servicing, maintaining, and repairing generators, automatic transfer switches and UPS systems, and continues to the present day.

2. **Contractor's training:**

The employees of Arc Generator Service have been factory trained in Caterpillar and Cummins manufacture training programs. We have also been through numerous training classes with major automatic transfer switch companies, control system classes, and continuously updated in OSHA 10, NFPA 70E, and CPR/ first aid.

3. **Contractors technical training and track records of work experience:**

Stephen and his team have been working together for the past 30 plus years, in the Northern Nevada regional area. Providing emergency repairs, service, and maintenance to many of the local hospitals, city, county and state agencies, various industrial and commercial properties in Northern Nevada and Western California. Our training program consist of web based and in-person training programs through various companies and agencies to build the knowledge of newer technicians and keep our experienced technicians up to date on regulations and new products. We also have the necessary means to comply with all state of Nevada permit requirements.

Arc Generator Service
● 1240 Icehouse Ave. Sparks, NV 89431 ● Phone: (775) 376-3736

ARC GENERATOR SERVICE
SERVICE DISABLED VETERAN OWNED SMALL BUSINESS
DUNS: 118812725 – CAGE: 9DED1

Approach

Upon award we will execute the required maintenance as follows:

- Attend all meetings with the Public Works employees.
- Continue coordinating all semi-annual, and annual inspections/ testing as per the requirements from the attached inventory of generator and ATS equipment.
- All documents will be turned in to the Public Works personnel in a timely manner to comply with local and federal regulations.

Stephen Arcouette

Stephen Arcouette

President

ARC GENERATOR SERVICE

Arc Generator Service
• 1240 Icehouse Ave. Sparks, NV 89431 • Phone: (775) 376-3736

**August 14, 2025
CITY OF FERNLEY
PUBLIC WORKS DEPARTMENT**

**GENERATOR MAINTENANCE AND SERVICE CONTRACT
ADDENDUM NO. 1**

The City of Fernley Public Works Department would like to change the bidding requirement for the **Generator bid tables**; original bid table specified Type, Model, and Serial #, but will now include **generator KW size**. Information about the **Donner Trails Lift** and **Highway 50 Lift generators and inspection schedules** has also been updated.

Please substitute pages #9-11 of the bid packet with the updated attached pages #9-11.

If you have any further questions on this Addendum No. 1, please contact Olivia John, Deputy Public Works Director at 775-784-9913.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 1, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Barry Williams, Commissioner

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

General Fund

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to Approve the award of the 2025-2027 Biennial Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in amount not to exceed the unit price per services listed in the bid document not exceeding \$85,508 annually.

AGENDA ITEM BRIEF:

This is a biennial contract award for Traffic Signal Maintenance Service for the service and repair of the six (6) NDOT traffic signals and one (1) City owned signal that are operated and maintained by the City of Fernley Public Works Department per Interlocal Agreement No. P354-20-201 with the Nevada Department of Transportation (NDOT). This contract will be renewed on a biennial basis and will help the City lock in prices and allow for more accurate budgeting. This contract was advertised for bid in accordance with NRS and two (2) responsible bids were received.

RECOMMENDED MOTION:

"I move to Approve the award of the 2025-207 Biennial Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in amount not to exceed unit price per services listed in the bid document not exceeding \$85,508 annually."

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

BACKGROUND:

This is a contract award for the biennial traffic signal maintenance and service for the Public Works Department. The scope of this contract will include the service and maintenance of the Six (6) NDOT owned traffic signals and one (1) City owned signal and equipment located within the city that are assigned to and operated by the Public Works Department.

In order to provide a cohesive and safe transportation system throughout the City of Fernley, traffic signals must be regularly maintained and updated. Traffic signal maintenance guidelines have been developed to ensure optimally performing equipment and are included within the scope of this contract.

In September 2020, the City of Fernley entered into Interlocal Agreement No. P354-20-201 with the Nevada Department of Transportation (NDOT), to establish roles and responsibilities for ownership, maintenance, operation and repair of NDOT owned traffic signal systems located within the City.

Per the Agreement, Article I, Paragraph 7, the City is to provide NDOT's District Engineer a list of anticipated Signal System maintenance, or anticipated repairs exceeding One Thousand Five Hundred Dollars (\$1,500) each along with an estimated annual cost for which the City will request reimbursement per signalized intersection.

From this agreement, the City entered into a Contract for Engineering Services with Headway Transportation LLC in December 2020 to Compile a Traffic Signal Maintenance Guide for City and or City on-call Contractors regarding annual operations and maintenance activities at each signalized intersection within the City. Based on Headway's condition assessment of the Signal Systems, durations established for typical equipment life cycles and frequency of O&M activities recommended per the Traffic Signal Maintenance Guide, Staff proposed that funding be budgeted for FY 25/26 to address deficiencies, upgrades, and routine operations and maintenance for each signalized intersection within the City.

Under this contract, the contractor will provide routine operations and maintenance activities that will be performed on all signalized intersections within the City approximately every six months, as well as perform emergency repairs, report and repair equipment and operating system deficiencies as well as monitor and adjust signal timings when needed.

PRIOR COUNCIL ACTION

08/02/2023: Possible Action to Approve the award of the 2023-2025 Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in an amount not to exceed the unit price per services listed in the bid document not exceeding \$81,040. Motion Passed

07/06/2022: Possible Action to Approve the award of the 2022-2023 Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in an amount not to exceed the unit price per services listed in the bid document not exceeding \$128,000. Motion Passed

11/3/2021: Possible Action to Approve the award of 2021-2022 Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in an amount not to exceed the unit price per Services listed in the bid document not exceeding \$128,000. Motion Passed

8/5/2020: Possible Action to Approve and Enter into an Interlocal Agreement (Agreement) with the Nevada

Department of Transportation (NDOT) to establish roles and responsibilities for ownership, maintenance, operation and repair of the traffic signal systems (Signal Systems) located within the City of Fernley (City).
Motion Passed

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Statutes: NRS 332.039 Advertisements or Requests for Bid on Contract.

Public Works advertised for bids on the City of Fernley website, in the Reno Gazette Journal, and the Lyon County News Leader from 8/6/2025 through 8/20/2025. Closing date was 8/27/2025. We received two (2) bid proposals. The lowest, responsible bidder is Titan Electrical Contracting. The bid summary is as follows:

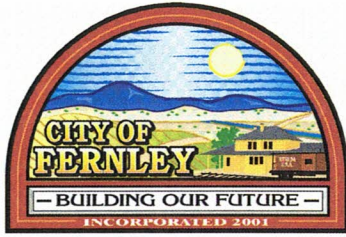
1. Titan Electrical Contracting, Inc.: \$85,508.
2. Summit Line Construction, Inc. \$131,784.

Titan Electrical Contracting, Inc. was the lowest responsible bid received for the 2025-2027 Biennial Traffic Maintenance Service Contract.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Bid Table_25-27 Biennial Traffic Signal Maintenance Service
2. Titan Electrical Contracting, Inc._SUBMITTAL



**2025-2027 Biennial Traffic Signal Maintenance Service
Contract**

**City of Fernley – Public Works Department
Bid Opening August 27, 2025; 3:00 PM**

Name of Bidders	Proposal Amount
Titan Electrical Contracting, Inc.	\$ 85,508
Summit Line Construction, Inc.	\$ 131,784

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.

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	16	Hours	Routine Maintenance (Main St/US 50A/US 95A)	\$131.00	\$2,096.00
2	1	EA	Remove & Replace Type 1-A Pole	\$3,450	\$3,450
3	1	EA	Remove & Replace Type 1-A Foundation	\$2,400	\$2,400
4	16	Hours	Routine Maintenance (US 95A/Fremont/Chisholm)	\$131.00	\$2,096.00
5	2	EA	Remove & Replace Pedestrian Signal Indication	\$1,200.00	\$2,400.00
6	1	EA	PPB Station Sign & Plate	\$1,620.00	\$1,620.00
7	1	EA	Remove & Replace PPB Post Foundation	\$2,100.00	\$2,100.00
8	1	EA	Piggyback Battery Backup System (US 95A/Fremont/Chisholm)	\$10,100	\$10,100
9	16	Hours	Routine Maintenance (US 95A/Newlands)	\$131.00	\$2,096.00
10	1	EA	Piggyback Battery Backup System (US 95A/Newlands)	\$10,100	\$10,100
11	4	EA	PPB Station Extension (Single & Dual)	\$380.00	\$1520
12	1	EA	Remove & Replace 12" LED Indication	\$580.00	\$580.00
13	1	EA	Handhole Cover	\$570.00	\$570.00
14	8	Hours	Routine Maintenance (US 50A/River Ranch Rd)	\$131.00	\$1,048.00
15	1	EA	3-Section Signal Head (Furnish to City)	\$1,500.00	\$1,500.00
16	16	Hours	Routine Maintenance (US 50A/Nevada Pacific Pkwy)	\$131.00	\$2,096.00
17	1	EA	Pedestrian Signal Head (Furnish to City)	\$1,300.00	\$1,300.00
18	1	FA	Force Account	\$20,000	\$20,000
19	16	Hours	Routine Maintenance (E. Newlands/Stanley)	\$131.00	\$2,096.00
20	4	EA	Vehicle Loop Detector	\$850.00	\$3,400.00
21	1	EA	PCC Pedestrian Ramp	\$9,500	\$9,500
22	8	Hours	Emergency Repairs (Contingent)	\$210.00	\$210.00
23	4	EA	Relamp & Repaint 3-Section Signal Head (Contingent)	\$440.00	\$1,760.00
TOTAL					\$85,508

TOTAL \$85,508



5450 Mill St. Ste. 100
Reno, NV 89502
(775) 857-4500
NSCB #69814, Class C-2 Electrical
Unlimited

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

TITAN ELECTRICAL CONTRACTING INC

Licensed since November 15, 2007

License No. **0069814**

Is duly licensed as a contractor in the following classification(s):

C-2 Electrical

PRINCIPALS:

RYAN GREENHALGH, President, CI

LIMIT: Unlimited
EXPIRES: 11/30/2025


Chair, Nevada State Contractors Board





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 1, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Charity Birkel, Building Official

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and Possible Action to approve the job description and wage scale for the Code Enforcement Officer position.

AGENDA ITEM BRIEF:

City Council approved the new position through the budget process. The job description and wage scale are being brought back for final approval.

RECOMMENDED MOTION:

"I move to approve the job description and wage scale for the Code Enforcement Officer position."

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:

The Code Enforcement Officer is a new position to the City of Fernley and it was approved through the 25/26 budget process. This position will report directly to the Building Official.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Code Enforcement Officer Clean Draft 07.17.2025

CITY OF FERNLEY

Code Enforcement Officer

Salary Range: \$28.23 - \$38.25 Hourly

FLSA Status: Non-Exempt
Approved:

Created: 12.04.2024
Revised: 07.17.2025

DEFINITION: Under direct supervision, perform field inspections of properties to ensure compliance with applicable Municipal Codes and International Codes which have been adopted by the jurisdiction. Resolves complaints when necessary.

DISTINGUISHING CHARACTERISTICS: This is the entry level class in the Code Enforcement Officer series.

ESSENTIAL FUNCTIONS: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).*

1. Responds to alleged violations; interviews complainants and witnesses; takes photographs of violations and documents activities; communicates verbally and in written format of all applicable code information and notification and appeal processes to all parties, tenants, owners, contractors, and other organization representatives.
2. Conducts research to determine the approved conditional uses of property; research ownership, compliance requirements, fees, legal processes, and other state, federal, and local requirements necessary to enforce codes.
3. Inspects property for abandoned or inoperative vehicles; issues citations or infractions to offenders, appears in court, gives legal depositions, provides witness information, prepares administrative search warrants, prepares summons and complaint affidavits as required by City Attorney; issues notices for vehicle abatement if necessary; oversees abatement and removal of vehicles.
4. Serves as a resource to other organization departments regarding zoning, nuisance, and housing and property maintenance code requirements.
5. Maintains detailed, accurate, and complete records, case files, and reports of inspections and surveillance activities.
6. Operates computer to process and acquire data relative to inspection sites and effective code enforcement, including land use, zoning, court data, licensing, corporation status, county assessor, and other databases and organization websites.
7. Responds to and resolves citizen inquiries and complaints.
8. Testifies in Municipal Court regarding code violations with knowledge and professionalism.
9. Advise property owners, contractors, and other responsible parties of code violations and changes needed to conform with standards; conduct follow-up inspections to determine if code deficiencies have been resolved; issue courtesy notices and notices of violations.

10. Perform proactive education and outreach programs to encourage community participation in code enforcement operations and reduce code enforcement violations.
11. Maintain a variety of accurate and detailed databases, logs, records, reports and files regarding inspection activities, code violations and resulting actions; prepare correspondence, documentation, routine reports and weekly status reports as required.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skills, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)

Knowledge of:

- Basic operational characteristics, services, and activities of a code enforcement program.
- General construction methods used in building and related structures; and
- Computer use. Ability to use code enforcement software, word and excel to keep accurate records of code enforcement cases.
- Various email programs.
- General record keeping.
- Basic understanding of research and report preparation.

Skills to:

- Operate modern office equipment, including computers, copiers and scanners.
- Work with diverse cultural and socioeconomic groups using tact, discretion, initiative, and independent judgment within established guidelines.
- Establish and maintain effective working relationships with those contacted in the course of work.

Ability to:

- Learn to interpret and enforce applicable city, state, and federal codes, ordinances and regulations related to Municipal Codes and nuisance violations.
- Learn computer applications and operate computer equipment relative to area of assignment.
- Learn to enforce proper zoning, nuisance, health, and safety requirements.
- Learn to establish and meet critical deadlines, compile and collect data, establish priorities, organize workload, and conduct necessary follow-up activities with minimal supervision.
- Communicate clearly and concisely, both orally and in writing.
- Develop advanced skills in the operation of a motor vehicle and follow all safety regulations established by the City of Fernley.

Experience and Training:

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

Graduation from high school or its equivalent, supplemented with some college level coursework in building, planning, criminal justice, or related field **AND** one year of work experience working with regulations or a related field that would demonstrate the attainment of the knowledge, skills and abilities. One year of experience with frequent heavy public contact in stressful or confrontational situations.

Required Certifications and Licensing:

Possession of or capable of obtaining Property Maintenance and Housing Inspector Certification, issued by the International Code Council (ICC), within 12 months of hire and maintenance afterwards.

Possession or capable of obtaining and maintaining a Nevada State issued driver's license.

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.

Mobility to work in a typical office setting, use standard office equipment and drive a motor vehicle in order to attend meetings and inspect properties. Strength and stamina to inspect various residential, commercial, or industrial properties or other facilities which may include standing for extended periods of time, stooping, kneeling, and walking on uneven terrain, climbing ladders, and stairs. Capable of lifting and carrying up to 30 pounds when necessary. Vision to read printed materials and a computer screen. Hearing and communicating in person via email or over the telephone.

In compliance with applicable disability laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodation with the employer.

Working Conditions:

Work is performed under the following conditions.

Majority of the work is conducted outside in all types of weather conditions. Work is performed on public and private property and on uneven terrain with possible exposure to moving objects and vehicles. Possible hazards include but are not limited to sharp objects, animals, pinch points, dust, noise, vibration, extreme heat and cold, slippery surfaces, toxic, and caustic chemicals. Position may require travel by car from the office to a work site. They may be personally exposed to dangerous persons and circumstances, including dead, injured, and sick individuals and individuals with communicable diseases exposure

to dead, injured, and diseased animals and animal waste products. Periodic contact with upset individuals; frequent interruptions of planned work activities by telephone calls, office visitors, and response to unplanned events.

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

Employee's Signature

Date Signed

DRAFT



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 1, 2025

REPORT TO: Mayor and City Council

REPORT FROM:

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

ACTION REQUESTED:

AGENDA ITEM:

Possible Action to change Court Marshal wage scale to align with the updated compensation plan.

AGENDA ITEM BRIEF:

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 1, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes:

No:

CURRENTLY BUDGETED:

Yes:

No:

FUND/ACCOUNT:

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to reappoint Jackie LaVoie, Sharon Holley, Denise Moorman and Lisa Callahan to the Fernley Senior Citizens Advisory Committee for a two-year term.

AGENDA ITEM BRIEF:

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



Winning Federal Funding is not a magic show...



It's a process!

Merchant McIntyre professionals are experts in the process of winning federal dollars for local governments.



MM exists to deliver a fantastic ROI...



Look on page 2-3 of the Federal Funding Action Plan for the City of Fernley to see the results MM is achieving for similar cities.

Federal Funding Process



The federal government will spend billions of dollars in FY27 for local government projects.

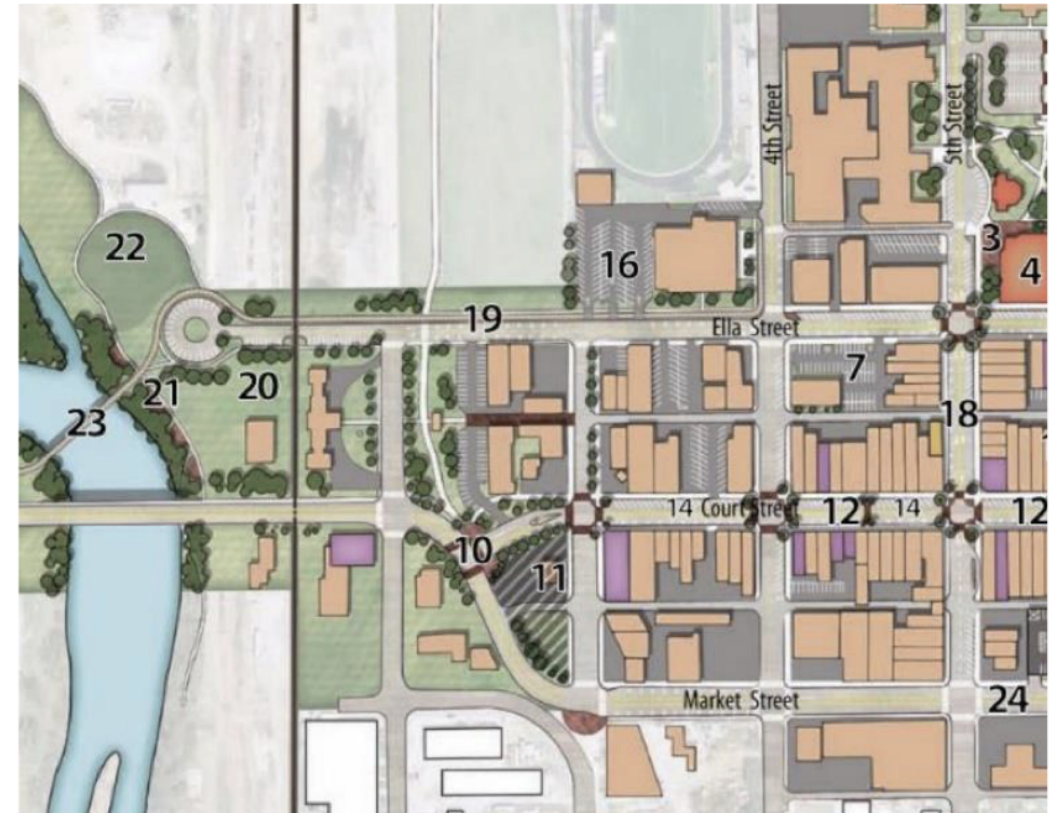


Figure 8: Proposed pedestrian connectivity between Downtown Beatrice and parks/trails to the west of downtown

Thank You



Q&A



Federal Funding Action Plan for Fernley

Objective

Merchant McIntyre Associates proposes to help the City of Fernley secure an unprecedented amount of federal support on a regular basis. Federal funding will be achieved through competitive grants, Congressional earmarks, and the Water Resources Development Act (WRDA).

The ultimate objective is for every federal dollar we secure to provide budget relief and/or help Fernley take a leap forward on initiatives to better serve your citizens.

Situation Analysis

- Within the federal government's \$7+ trillion annual budget there is significant funding available for Fernley's priorities through multiple federal agency grant programs, Congressional earmarks, and WRDA.

Further, the Administration is favoring applications from states President Trump won in 2024 and Republicans need to win in 2026 and 2028.

- Specifically, Merchant McIntyre will pursue significant funding for your priority needs such as water/wastewater infrastructure (wastewater treatment plant, surface water treatment plant), surface transportation, parks and recreation (Fernley Pond, etc.), and more as determined by the City's leadership. MM has a long history of winning millions of dollars in each of these categories.

Invariably, MM's Resource Inventory process will identify additional fundable needs.

- Fernley secured a \$25 million RAISE grant in FY22. However, our understanding is the grant agreement was never signed. Merchant McIntyre will work with the Secretary of USDOT and his senior staff to secure and then draw down these dollars.
- Fernley is advantageously located in the 'Lithium Loop' of Nevada and has an EDA Tech Hub designation. Merchant McIntyre will leverage this fact in every funding request.
- If we work together, one of our first assignments would be to turn your EDA EAA grant submission into a win.

As Casey knows, EDA grants are unique in that program officers "co-create" projects with applicants. Humbly, Merchant McIntyre is expert in this process. We have been told by regional EDA staff, "Your agency wins more EDA funding than any other firm."

MM understands from EDA personnel that a new NOFO will soon be released with a 60/40 match (60% federal, 40% local). The current NOFO features a 50/50 match.

- Casey is knowledgeable about grants, but he's an "office of one." Local governments retain MM to serve as their federal grants staff. Put simply, Merchant McIntyre will serve as the

City's federal grants staff—your “force multiplier” to identify, write, submit, mobilize Congressional support for, and *win* competitive grants and Congressional earmarks.

- Specifically, we meet regularly with federal program officers at DOT, USDA, DOL, EDA, USACE, DHS, DOJ, HHS, and EPA among others to gather invaluable intel about how to win grants from their departments. Specifically, we learn about the competitive preference priorities that program officers are using to score applications.

We call this, “Winning the grant before it’s even announced.”

- Fernley is USDA-eligible and EDA-eligible. Merchant McIntyre has won the most grants for local governments with these eligibilities.
- Merchant McIntyre will help Fernley pursue funding from WRDA. This legislation is a \$25+ billion authorization bill that the Congress must pass every two years. Winning a major authorization is the “ticket” for Fernley then to win funding through the appropriations process.

In the last WRDA, MM secured authorizations of \$20 million for a wastewater treatment plant upgrade, \$15 million to remove a dam, and \$10 million for a sewer project. MM would use the next WRDA as a funding vehicle to bring Fernley’s wastewater treatment plant into the 21st century.

- Since the Congress has the "sole power of the federal purse," mobilizing Members to champion grant applications is an essential step in the process—one that local governments often either overlook or cannot do themselves. MM will write the letters of support and talking points so Members/staff simply need to sign the letters and pick up the phone to call the federal agency program officers.
- As you know, Congressional earmarks enable local governments to secure major dollars for projects not addressed by competitive grants. Fernley currently has a \$2 million earmark for a surface water treatment integration project in the House—congratulations! MM will position the City for a significant (\$1 million to \$3 million) earmark in every appropriations process.

Note: Anybody can win an earmark once. We position our clients to secure earmarks every year by rotating their funding requests and their Congressional champions the way smart farmers rotate their crops.

- Further, Merchant McIntyre has built a proprietary database that contains information about every Congressional earmark project funded since earmarks returned in 2021 after the Congress ended its moratorium. We call the database **The Earmark Beast**. It gives our clients a competitive advantage. Annually, we secure approximately \$50 million in earmarks—many of them for local governments.
- Here are the ROIs MM is achieving for local governments: Beatrice, NE (215:1), Manassas Park, VA (44:1), Tazewell County, VA (33:1), Santa Paula, CA (32:1), Stafford County, VA (:1), Rock Springs, WY (29:1), Talladega, AL (21:1), Claremont, NH (18:1), West Lafayette, IN (18:1), Pompano Beach, FL (15:1), River Falls, WI (10:1), Highlands County, FL (10:1), and Napa, CA (10:1).

Based on Merchant McIntyre's work, the ROI typically increases over time.

- To provide you with a sense of the dollars available for Fernley's needs, here are relevant examples of funding that Merchant McIntyre has helped win. **This should give you confidence:**

Water Infrastructure

- \$30 million for sewer system upgrades.
- \$25 million for a wastewater treatment plant upgrade.
- \$20 million for a dam removal project.
- \$20 million to support water and wastewater improvements.
- \$15 million for a sewer improvement project.
- \$13 million to construct a pump station for flood mitigation.
- \$4.3 million for water infrastructure improvements.
- \$2.7 million for water/wastewater infrastructure.
- \$2 million in emergency funding for a flood control project.
- \$1.3 million for water infrastructure improvements.
- \$900K for a new water tank.

Surface Transportation

- \$21.3 million to reroute a state highway and create a new pedestrian space.
- \$17.2 million for roadway improvements in a key business corridor.
- \$14.1 million to construct a multimodal greenway.
- \$12 million for a roadway extension project.
- \$11.4 million for roadway improvements and to create clearly delineated bicycle and pedestrian facilities and trails.
- \$2 million for surface transportation improvements
- \$1.4 million for highway safety improvements.
- \$1.1 million for intersection improvements.
- \$900K for surface transportation planning.

Public Safety

- \$4.3 million to hire public safety personnel.
- \$3.9 million to support an ambulance service.
- \$3.7 million to upgrade public safety radio equipment.
- \$1.5 million to upgrade and consolidate emergency communications systems.
- \$1.4 million to renovate a fire station.
- \$1.3 million for public safety communication equipment upgrades.
- \$700K for first responder technology and communications.
- \$446K to purchase law enforcement equipment.
- \$413K to fund the hiring of two new school resource officers.
- \$136K to purchase fire protection equipment.
- \$53K to purchase 30 state-of-the-art body cameras and enact a training/use policy.

Economic/Community Development

- \$2.2 million for building renovations to expand workforce development.
- \$1.8 million to support a multimodal logistics center.

- \$1.8 million to support a new health sciences and paramedic training program.
- \$1.5 million to expand health workforce programs to meet job demand.
- \$1.4 million to support the development of an industrial park.
- \$1.4 million to plan and implement local workforce development strategies.
- \$1.3 million to establish a farmers' market and greenhouse.
- \$1 million to plant trees in an urban area.

Scope of Work

Merchant McIntyre would truly function as an extension of your professional staff, implementing the following scope of work to help Fernley maximize federal support:

1. Develop Funding Strategies:

- Conduct an in-depth Resource Inventory to determine and document Fernley's strengths and needs, and to get to know your programs, priorities, and people.
- Plan and implement a comprehensive Federal Funding Strategy featuring a detailed Federal Grants Grid so Fernley's leadership can review and assess forecasted federal funding opportunities and evaluate MM's strategies to secure that funding.

2. Secure an authorization in the Water Resources Development Act:

- Initiate discussions with the U.S. Army Corps of Engineers District Office.
- Identify any currently available funding through USACE, as well as the potential scope of a large-scale WRDA authorization for Fernley's water infrastructure needs.
- Develop an award-worthy WRDA request authorizing USACE to partner with Fernley on your wastewater project.
- Provide timely and relevant updates on bill developments and committee activity related to WRDA.
- Collaborate with Fernley's Congressional delegation to secure the necessary funding language in the upcoming WRDA.
- Mobilize Congressional support to secure federal appropriations for the project and ensure it is prioritized by USACE Headquarters in Washington, D.C.

3. Secure Congressional Earmarks:

- Identify Fernley's priorities that are fundable through Congressional earmarks.
- Target the appropriations accounts that offer the best chance for success.
- Develop award-worthy earmark projects and help drive Fernley's funding requests through every step of the legislative process—subcommittee, full committee, floor action, and conference committee—until it's signed into law by the President.

4. Win Federal Grants:

- Merchant McIntyre's ability to forecast federal grants several months ahead of the Notice of Funding Opportunity (NOFO) release will help 1) increase the number of grants Fernley wins and 2) reduce the administrative burden associated with applying for grants.
- Identify grant opportunities and assess both eligibility and competitiveness before grants are publicly released. While Fernley may technically be eligible for a given grant(s), it's MM's job to ensure that you're truly competitive before we invest your team's time and resources in applying.

- Develop proposal themes and produce background materials that provide a compelling presentation of Fernley's priorities to potential federal funders.
- Provide grant writing support for the grant targets we've identified and as Fernley directs. This includes, but is not limited to:
 - Managing proposal development, including drafting all grant application components with the assistance of Fernley's leadership and staff (internal content experts).
 - Deploying Merchant McIntyre subject matter experts to develop or improve program design and/or specific application components and producing content through the lens of the grant program's evaluation criteria to ensure proper alignment with agency funding objectives.
 - Finalizing grant proposals by providing multi-level reviews to ensure clarity, cohesiveness, and editorial input and assessing budgets for cost-effectiveness, completeness, and accuracy.

Budget

We opened Merchant McIntyre Associates to assist local governments exactly like Fernley. MM's typical minimum retainer for the scope of work described here is \$10,000/month for a period of one year. This retainer is all-inclusive—there are no “hidden fees” for grant writing or “work-related expenses.”

Fernley will always have budget certainty when working with Merchant McIntyre; you will never be surprised by an invoice!

Since this would be a new initiative for Fernley and because we appreciate your budget constraints, we propose an initial 90-day engagement.

The four deliverables during the first 90 days are:

1. Conduct a Resource Inventory to identify specific federal funding objectives and potential grant requests for Fernley.
2. Prepare a comprehensive Federal Funding Strategy for the City featuring a detailed Federal Grants Grid so you can assess the funding opportunities and evaluate MM's strategies to secure that funding.
3. Arrange substantive meetings with Congressional staff and Executive Branch program officers who have jurisdiction over the funding MM targets for Fernley based on forecasted federal grants and the timing of Fernley's federal grant submissions.
4. Support Fernley in all facets of the federal grant process, including planning, writing, designing, partnership development, budget development, application submission, and administrative requirements. (If a relevant grant competition is open, or a grant the County wants to pursue is forecast, MM will begin helping write an award-worthy application(s) during the Resource Inventory process.)

Of course, the fifth “deliverable” is that you will get to evaluate Merchant McIntyre's strategic thinking and added value.

If Fernley's leadership is pleased in every respect with Merchant McIntyre Associates during this initial 90-day engagement, you may then decide whether to retain MM for a period of one year.

Our objective is to deliver the highest possible ROI so the City Council, Mayor McIntyre, Lydia, Casey and Fernley's entire professional staff exchange high-fives and say, "Let's do that again!"

Conclusion

For all the reasons described in this document, Merchant McIntyre Associates would welcome the assignment to secure major federal support on a regular basis for Fernley. Humbly, we want to serve you as a transformative partner in service to your citizens.

Thank you for your serious consideration of this Federal Funding Action Plan.

###



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 1, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Acting City Manager

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Receive/File

AGENDA ITEM:

A presentation by Fernley Community Foundation and Fernley Main Street on the collaboration with the City of Fernley for the transformation of Polaris Plaza into a vibrant, inclusive, and sustainable public space that serves as a central gathering place and a catalyst for economic, cultural, and community development in the heart of Fernley.

AGENDA ITEM BRIEF:

The Fernley Community Foundation and Main Street Fernley are requesting collaboration and support to provide improvements at Polaris Plaza, increasing walkability and promoting gathering spaces within Fernley's downtown area.

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:

For discussion

BACKGROUND:

The Fernley Community Foundation received funds to install the Polaris Plaza sign. The City of Fernley utilized CDBG funding for Main Street beautification to complete plans for improving Polaris Plaza, including the construction of a restroom/concession building, the installation of art, planters, benches, and bike racks. The Fernley Community Foundation and Main Street Fernley aim to continue improving the Polaris Plaza in collaboration with the City of Fernley. They have identified funding for this purpose, which is being discussed tonight.

The City of Fernley received CDBG funding for benches, trash receptacles, and bike racks for Main Street beautification. These installations are now being completed along Main Street, at the Main Street Art Park, and at Polaris Plaza.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

To be determined.

ATTACHMENTS:

1. Fernley Community Foundation - Polaris Foundation Grant Application



August 11, 2020

Dana Anderson
Community Relations Manager
Polaris Foundation

RE: Fernley Community Foundation Grant Proposal

Dear Polaris Foundation Board and Staff,

Our Fernley Community Foundation is thrilled to present you with this proposal to offer partnership and sponsorship opportunities for our new Fernley community center project, which we have named the Fernley Depot Community Campus. We have been strategizing and developing this project in conjunction with the City of Fernley since 2017. Polaris Foundation's emphasis on Community Development fits perfectly with this project and our mission of positively influencing every resident of every age in Fernley. Given the location of Polaris's new distribution plant in Fernley, we think this is the beginning of a great relationship between your company and our hometown that will provide long-lasting benefits to everyone involved!

Our proposal provides a variety of sponsorship opportunities for Phase I of our Community Campus project, ranging from \$50,000 to \$500,000, with increasing recognition and visibility at each level. The top levels of sponsorship offer the opportunity to eternally have your name attached to the project as "Polaris Plaza" and have a key voice in designing this particular feature with creative control of brand placement. All sponsorship levels will show Fernley that Polaris is committed to our community with your name attached to one of the main attractions in town. We provide the opportunity at lower donation levels to lend your name to the central plaza for a defined amount of time or sponsor another part of this Phase I of project development.

Fernley rarely has such dedicated commitment to our community from even our longest-tenured companies, so the support already displayed by Polaris has been refreshing. We are so grateful for everything your company has done in benefitting our community, especially with your generosity to our local Boys & Girls Clubs, and look forward to our future relationship that continues to mutually benefit everyone involved. Please reach out to me at fernleycommunityfoundation@gmail.com or (775) 544-2854 with any questions, comments, or concerns regarding this proposal.

Sincerely,

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

Cody Wagner
Chair, Fernley Community Foundation
PO Box 758
Fernley, NV 89408

Building Fernley: Sponsorship Opportunities for Phase I of the Fernley Depot Community Campus Development and Construction

Submitted to: The Polaris Foundation

Date: August 11, 2020



Cody Wagner
Chair, Fernley Community Foundation
PO Box 758
Fernley, NV 89408
(775) 544-2854



Project Narrative

The Fernley Community Foundation, in collaboration with the City of Fernley, has established preliminary plans for Phase I of construction of our project entitled the Fernley Depot Community Campus which will be built on property owned and maintained by the City of Fernley. This full project will positively influence every demographic of Fernley's population, from facilities for our youth like a new Boys & Girls Club to a new senior center (currently under construction) to community meeting rooms, multipurpose rooms, and an outdoor event space which we hope to call "Polaris Plaza". Phase I includes this Plaza, a stand-alone restroom facility to make the site usable, utility runs that would setup construction for the rest of this project, several other outdoor community and donor-recognition areas, and a vision to transform the inside of our Historic Depot into a usable space. Six different levels of sponsorship are presented for the Polaris Foundation's consideration, ranging from \$50,000 to \$500,000. Opportunities for collaborative creativity and prominent community recognition for your company are immense, as we propose having your name attached to a project that will be at the center of all aspects of Fernley for the rest of our lives.

Background Information

1. City of Fernley

Fernley is a rural city of slightly over 20,000 residents located 30 miles east of Reno. Now the largest incorporated entity and population center in Lyon County, it was once a small farming and agricultural community supplied by water mainly through an irrigation canal finished in 1905. The Fernley and Lassen Railway Depot was built in 1914, listed on the National Registrar of Historic Places in 2005, and still stands today as the center of our Foundation's Community Campus project. The population only hit 1,000 residents around 1970 with the completion of Interstate 80 through town. Growth slowly continued through the early 1990s, when the population hit 5,000, then really took off as the real estate boom of the early 2000's made Fernley a prime location to live for commuters to the Reno area. Infrastructure, community development, and local employment opportunities in our city did not match the explosive population growth. When the housing crisis hit in 2008, Fernley was one of the hardest hit areas in the nation. Only recently does it feel like we have partially recovered from that, as the creation of the Tahoe-Reno Industrial Center 15 miles to the east has been mainly responsible for another boom in the housing market.



Image 1: Fernley Depot, center of the proposed Fernley Depot Community Campus

Fernley voted to incorporate in 2001, which brought both advantages and challenges. Some autonomy from the smaller county seat of Yerington (approximately 50 miles south of Fernley) was earned, but the incorporation process failed to capture enough property tax or sales tax revenues to drastically improve services and community development opportunities for Fernley residents, a problem which has plagued our city ever since. Today, Fernley is trying to change that by growing local employment opportunities for residents through recruiting quality companies like Polaris to our community. Two greatly anticipated new industrial parks are in the plans with the hopes of bringing a better base for local tax revenue. Geographically, Fernley is situated in a desirable location at the intersection of several main transportation corridors with rail access. Population growth is anticipated to continue, as Fernley is one of the centers of action right now in Nevada, so our next major challenge is to provide services and community development activities to make it an attractive destination to reside.

2. City of Fernley Local Government and Convention & Tourism Authority

After incorporating in 2001, Fernley's City Council was formed to include five council members from different wards throughout the City plus one mayor, all serving four year staggered terms with twelve year term limits. The Council then formed the Fernley Convention & Tourism Authority (FCTA) in 2009-2010 which enacted a 6% transient lodging tax on hotel stays in our city limits. That tax rate has slowly increased over the years to 11%, where it is today. Approximately 40% of this transient lodging tax revenue supports grants to community organizations and businesses to support special events and other activities which enhance tourism in our area. The other 60% is dedicated toward the creation a convention center or community center, as our Council's priorities have changed over the years.

Back in 2012, when a convention center was thought to be the priority by Fernley leadership, a Feasibility Study was commissioned and completed. Although Fernley is in a centralized location to host events, the reality is that most conventions typically choose the Reno-Sparks or Tahoe areas as hosts. If a rural area is desired, there are appropriate convention centers already existing in the rural cities surrounding us such as Elko, Winnemucca, Fallon, and Yerington. With this information, our Council's vision for the project started to change to more of a

community center concept that our residents could enjoy regularly and desperately desired, which is still capable of hosting conventions and other large-scale business gatherings.

Armed with this new vision in 2017, the FCTA decided to use nearly the entirety of the transient lodging tax fund balance (nearly \$1 million) to purchase an 8.5 acre plot of land around the Historic Fernley Depot for the future site of this community center concept. The City already owned the Depot and land immediately around it. This whole site is in close proximity to City Hall, our local library, and our court/police substation near the geographical center of our population and next to Main Street, so it naturally led to a longer-term vision of a downtown concept being built around the community center. Shortly after this purchase, our County began planning the construction of a new senior center for Fernley. As everyone desired this new City land to be a central area for seniors as well, our City leaders and County officials collaborated and developed a plan to construct the new senior center on one section of this 8.5 acre plot. As we fast-forward to today, we are thrilled to see construction completing on this new senior center with a planned opening date of this fall.



Image 2: Vicinity Overview of Fernley Depot Community Campus Site

3. Fernley Community Foundation

Originally incorporated in August 2017, our Foundation is the author of this grant proposal. We are qualified as a tax-exempt organization through section 501(c)(3) of the Internal Revenue Code as a public charity. Our stated mission is to “Build Fernley’s future through improved community facilities, arts & culture, recreation, education, and social interaction for residents of

all ages.” Everyone who is a part of our non-profit organization performs their duties exclusively as a volunteer. Our Board of Directors include a wide range of experiences from both the public and private sectors. We also include a local high school senior on our Board every year to provide him or her with valuable volunteer and professional development experience. This also ensures that the youth of our community have a voice in our decisions.

A key advantage our organization has is a close relationship with our City of Fernley staff and government. Our Foundation’s vision has always been to collaborate on the Community Campus project, which is especially important as the City of Fernley owns the land and will eventually own the entirety of this project. This public-private alliance provides many benefits in different funding sources that each is capable of securing. As ideas developed around this Community Campus project, an elected official from the City worried there would be confusion, as a Fernley Community Center already existed. This existing Community Center is a small, outdated building about a mile west of the Depot that has extremely limited room for any sort of community engagement, but we still took the threat of confusion seriously. We developed the name “Fernley Depot Community Campus” as it clearly differentiates this project from the other building. The term “campus” also connotes a feeling of higher education, such as a group of buildings in on a college campus. With the addition of the senior center and a future home for our Boys & Girls Club, the project’s vision was to include multiple buildings on this site, rather than just one community center, so the name was adopted by our Foundation.



Image 3: Sign currently displayed at site location

Although our organization’s mission statement is wide-ranging, our primary focus so far has been on working with the City of Fernley to develop this Fernley Depot Community Campus project. We have helped organize multiple public meetings, took on a main leadership role during the official architectural design process, ran an online survey to provide data to show what amenities our community values in the Community Campus, and organized our first fundraising event in a golf tournament and concert series called FernStock 2019. We also value the Truckee Meadows Boys & Girls Club as an important partner in this project and have provided fundraising and support for their efforts with a major assist from Polaris.

Our future vision is to continue to fundraise toward the construction of the Community Campus, but we also hope to raise enough funds to have one paid position for an Executive Director to support our Board's mission statement. Our fundraising plan is multi-faceted and includes grassroots support from residents, engagement with local businesses and foundations, and the creation of our own Affiliate Fund with the Community Foundation of Western Nevada to create opportunities for Planned and Estate Giving through dedicated advisors.

Statement of Problem

"There's nothing to do in Fernley." None of us would be surprised if some of Polaris's local employees have expressed the same sentiment on occasion. Although the statement conveys hyperbole, there are also many elements of truth in it. With the Reno/Sparks area only 30 miles away, many Fernley residents spend a majority of their non-essential income and participate in a majority of their entertainment/recreational activities outside of Fernley. Families commute nightly so they have better athletic and recreational opportunities. If children want to play basketball indoors somewhere in Fernley, there is not even a gymnasium available to them outside of school hours. Adult social activities range from lacking to non-existent depending on the time of year. All of this leads to small businesses struggling to survive, even though the growing population of Fernley indicates that they should have a large client base. When our residents are going elsewhere for entertainment and recreation, they are also buying dinner, doing grocery shopping, filling up on gas, and buying everything else they need in other locations. These other entities are then benefiting from the economic investment that Fernley should be keeping at home. This is a system that snowballs and causes Fernley to continue to lack any sort of community development. Young professionals oftentimes see more opportunity to live in the Reno area and commute everyday rather than buy a house in Fernley, adding traffic to our roads and making commutes nightmares.

If our Foundation and City can create a win for Fernley, we feel like we can reverse that snowball effect. A gymnasium where kids can play basketball would lead to families staying in Fernley and eating dinner here instead of spending their money in Reno. A concert series or food truck event could actually bring people to Fernley instead of make them search for outside entertainment options. Even with the proposed Phase I of construction, we feel that this Community Campus can reverse this snowball effect of negativity and revenue leaving our area to create positive change. Sometimes, great changes start with just one small win. *This project can be that win.*

Project Overview

The following are major milestones in the progress of the Fernley Depot Community Campus:

- 2016: Community Development Block Grant (CDBG) program awards City of Fernley \$250,907 for engineering design, environmental assessment, and construction to run sewer lateral under Main Street to Depot property and \$50,000 to design a separate amenity building to include ADA-compliant restrooms to Depot site

- 2017: City of Fernley purchases ~8.5 acres of land surrounding Historic Depot on Main Street for new community center
- 2018: CDBG program awards City of Fernley \$80,000 for conceptual design of future multi-use community center and \$218,625 for Main Street beautification efforts
- 2019: TSK Architects leads a conceptual design process for Community Campus, consisting of three public meetings and final 36 page report
- 2020: Work completed on sewer lateral run underneath Main Street, the final step in bringing all utilities to site for future construction
- 2020: Construction and completion of new senior center named William N. Pennington Complex (anticipated opening: October 2020)

The conceptual design completed in 2019 by TSK Architects provided our Foundation and City with a grand vision that consolidated the main themes expressed by the more than 140 residents who participated in the three public meetings. This design includes a new Boys & Girls Club home, a community gymnasium to be shared use between the community and Club, two large multi-purpose rooms, a stage, an innovations lab with computers, a crafts room, a commercial kitchen, and a large multi-use outdoor space in the middle of it all. This full conceptual project is designed to be 53,040 square feet of indoor space and cost around \$27 million for full site improvements. Details of this can be found in Appendix C.

From this design, we have determined that the multi-use outdoor space is the most logical aspect to immediately attack. The full project is a 5-10 year vision that will require vast public and private funding sources. To keep the momentum going from the construction of the new senior center, which is opening soon, we feel that it is imperative to take on some smaller projects that will bring great benefit to residents of Fernley. This brings us to the vision for **Phase I** of our work on the Fernley Depot Community Campus. The precise details are subject to change as we work with the City and potential funders to determine exact financial resources available, but we anticipate the following features:

- 15,000 square feet of artificial turf to be installed to the immediate south of the Depot building with naming rights available, serving as the central plaza for the Community Campus (#5 on the Landscape Design below)
- An ADA-compliant standalone restroom and storage facility to be situated next to this central plaza
- Utility runs to be completed for future construction
- A temporary stage to be installed on the south edge of the plaza with naming rights available that would transfer to a permanent stage constructed with the other buildings
- A donor recognition area to the north of the Depot with visibility to Main Street (left of #3 on the Landscape Design below)
- A beautified area, possibly with an art display or some other improvements, on the northeast corner of the site with visibility to Main Street (right of #3 on the Landscape Design below)

- Usable indoor space in the Renovated Historic Train Depot (#1 on the Landscape Design below)

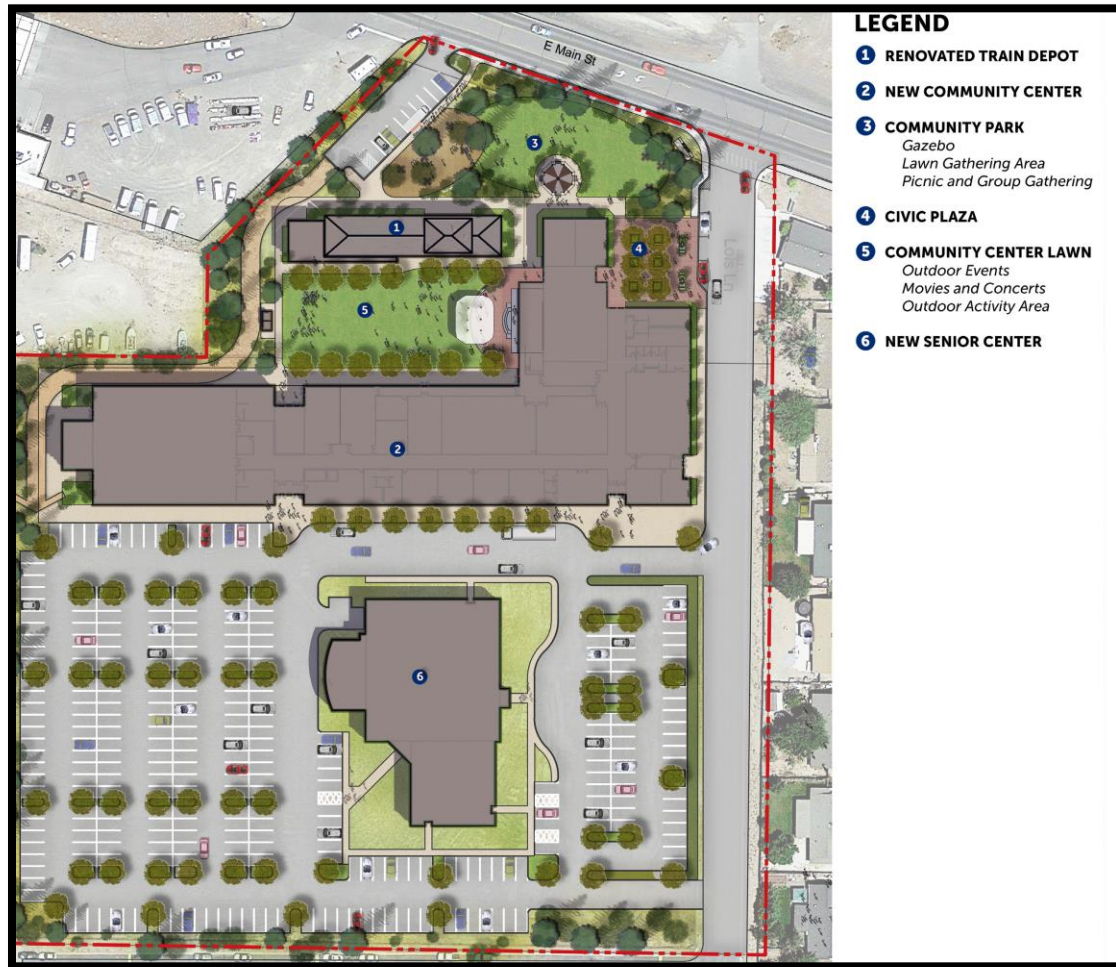


Image 4: Landscape Design overhead view of Community Campus's Conceptual Design



Image 5: Temporary Stage for Phase I with Naming Rights Available

The following table provide a non-inclusive list of potential events that could be hosted at the Polaris Plaza:

<u>Existing Recurring Events</u>	<u>Potential Events</u>
Fernley Food Truck Sunday Fundays	Outdoor Summer Concert Series
Movie Nights in the Park	Free Community Fitness Classes
4th of July Parade and Celebration	Wine and Beer Tasting Events
FernStock Concert Festival	Sports Tournaments
Fernley High School Boosters Club Back to School BBQ	Motivational Speakers
Community Football Tailgates	Kickoff to Burning Man
Annual Chamber of Commerce GALA Awards	Weddings
Hunting Organization Banquets (numerous)	Anniversaries
ACES Haunted House	Work Parties
ACES Christmas Village	Funerals
Boys & Girls Club Day for Kids	Fundraisers
Rotary Club's Octoberfest	Community Art Events

Table 1: Potential events hosted in Phase I amenities

Sponsorship Proposal

We are proposing the following options for levels of possible sponsorship for Phase I of the Fernley Depot Community Campus project. We also are open to customized or creative suggestions about opportunities which might be more effective for Polaris. Although we do have a conceptual vision with visual aids and a rough timeline to support the progress of this Phase I,

our Foundation and City also recognize this is preliminary, and that collaboration with potential sponsors such as Polaris will be essential to finalizing all designs.

Level 1: \$500,000

- Eternal naming rights for the central proposed plaza as “Polaris Plaza”
- Custom “Welcome to Polaris Plaza” arch and consideration for any other branding desired throughout Phase I
- Eternal naming rights for “Polaris Stage” which will include temporary stage during Phase I and permanent stage after final construction
- Input during the design and construction of Polaris Plaza
- Public relations campaign sponsored by Foundation to highlight Polaris’s involvement (TV, newspaper, social media, etc.)

Level 2: \$400,000

- Eternal naming rights for the central proposed plaza as “Polaris Plaza”
- Custom “Welcome to Polaris Plaza” arch and consideration for any other branding desired throughout Phase I
- Input during the design and construction of Polaris Plaza
- Public relations campaign sponsored by Foundation to highlight Polaris’s involvement (TV, newspaper, social media, etc.)

Level 3: \$250,000

- Three years of naming rights from the day of grand opening to public for the central proposed plaza as “Polaris Plaza”
- First right of refusal to extend naming rights once term is up
- Input during the design and construction of Polaris Plaza
- Public relations campaign sponsored by Foundation to highlight Polaris’s involvement (TV, newspaper, social media, etc.)

Level 4: \$150,000

- Eternal naming rights for “Polaris Stage” which will include temporary stage during Phase I and permanent stage after final construction
- Public relations campaign sponsored by Foundation to highlight Polaris’s involvement (TV, newspaper, social media, etc.)

Level 5: \$100,000

- Eternal naming rights for beautified area in northeast corner of site, which would to be named Polaris Plaza instead of central plaza

- Input during the design and construction and consideration for other brand recognition opportunities

Level 6: \$50,000

- Significant presence in donor recognition area to north of Depot
- Recognition of “Wall of Fame” to be placed near standalone restroom facility
- Sponsorship of bench and flagpole

Timeline and Budget

Given uncertainties in construction costs and workload currently related to the global health crisis, we are treating both our budget and timeline for Phase I of this project as preliminary right now. We hope to develop a higher degree of certainty this fall as monetary resources and construction availability becomes clearer. Our best-case scenario is to finish all aspects related to Phase I by the summer of 2021. A more realistic scenario is to complete utility work and the restroom facility by 2021, then have the central plaza, stage, and other outdoor areas open by 2022.

We do ask for flexibility in the construction timeline and will work closely with all donors in planning and updating. We also offer the flexibility to sponsors to make project donations over multiple years if that better accommodates their funding availability.

The tentative budget below represents approximate costs associated with Phase I of the Fernley Depot Community Campus construction, with priorities within this Phase.

Priority Level	Project	Estimated Cost
1	ADA-compliant restroom building	\$395,000
1	Utility extensions (sewer, water, power)	\$70,000
2	Artificial Grass/Turf	\$75,000
2	Site Prep and Installation	\$120,000
2	Wenger Showmobile Stage	\$150,000
TBD	Landscaping donor recognition area	\$50,000
TBD	Install art, landscape NE site corner	\$100,000
	Total	\$960,000

Table 2: Estimated budget for Phase I of Community Campus construction



Image 6: ADA-Compliant Standalone Modular Restroom Facility

Again, thank you for your unwavering support and commitment to our community. Your Polaris employees have consistently gone above and beyond to be unbelievable supports of everything our Foundation and City are doing. This Community Campus truly has the potential to lift Fernley up and give our residents a sense of pride in what our community can be. We would love for Polaris to be a part of that feeling. Please reach out to us with any questions or concerns regarding this proposal, and we greatly appreciate your time and effort in reviewing this proposal.

APPENDIX A – Letter of Support from the City of Fernley



CITY OF FERNLEY City Manager's Office

Administration
Human Resources
Budgeting
Risk Management
& Contract

Polaris Foundation
2100 Highway 55,
Hamel, MN 55340

August 10, 2020

Subject: Fernley Community Foundation Grant Proposal

To Whom It May Concern:

I am writing on behalf of the City of Fernley to provide support for the Fernley Community Foundation's proposal to offer partnership and sponsorship opportunities for the future Fernley Community Center. This facility will provide health, wellness, and education services for citizens of all ages and socio-economic backgrounds in the City of Fernley. The City has been working on the development and conceptual design for this project since 2017, including building strong partnerships with key stakeholders in the community; along with purchasing the 8.5 acres of land for the future site.

The Fernley Community Foundation plays a critical role in bringing this project to fruition, operating as the fundraising arm and grassroots community-led effort in conjunction with the City of Fernley. The Polaris Foundation's emphasis on Community Development fits perfectly with this project and with the Fernley Community Foundation's mission of positively influencing every resident of every age in Fernley. Given the location of Polaris's new distribution plant in Fernley, the City is very excited about the opportunity to continue to build on the great working relationship we have already forged. The City is very grateful to Polaris' contributions to Fernley thus far, and we look forward to continuing to build on this relationship.

The City of Fernley is a committed stakeholder to this project. This project has the potential to positively impact the quality of life for all residents in the City of Fernley. Please feel free to contact me if you require any additional information.

Sincerely,

Daphne Hooper, M.S., M.A.
City Manager, City of Fernley

APPENDIX B – Key Personnel

- **Roy Edgington: Mayor, City of Fernley**

Roy Edgington, Jr., was first elected to the Fernley City Council Ward Three seat on November 2, 2010. On November 5, 2014 Mr. Edgington was elected as Fernley's fourth Mayor. His professional experience includes instructing at the University of Nevada, Reno Dodd Beals Fire Training Academy for 10 years, serving four years in the Air Force as a firefighter, and serving six years with Fernley Volunteer Fire Department. He is also retired from the fire service with 27 years of experience working for Airport Authority Fire and Washoe County. He has been a resident of Fernley since 1988 and is married with three daughters and eight grandchildren. His hobbies include fishing, hunting, and exploring rural Nevada.

- **Daphne Hooper: City Manager, City of Fernley**

Born and raised in rural Nevada, Hooper has dedicated most of her career to public service. In her role as City Manager, Hooper oversees the day-to-day operations and ensures efficient and effective implementation of policies and programs approved by the Fernley City Council. She is also responsible for the management of over 65 employees and an annual budget of over \$30 million. Prior to her time in Fernley, she served as the Executive Director of Nevada Urban Indians, Director of Weed and Seed – program funded through the U.S. Department of Justice, and as a Community Liaison for the City of Reno. Hooper holds a Master of Science in Community Economic Development from Southern New Hampshire University, a Master of Arts in Organizational Management from the University of Phoenix – Reno, a Bachelor of Arts in Political Science, University of California – Davis, and an Associate's Degree from Shasta College, where is also an inductee in the Athletic Hall of Fame. Hooper attended Douglas High School in Minden, NV.

- **Cody Wagner: Chair, Fernley Community Foundation**

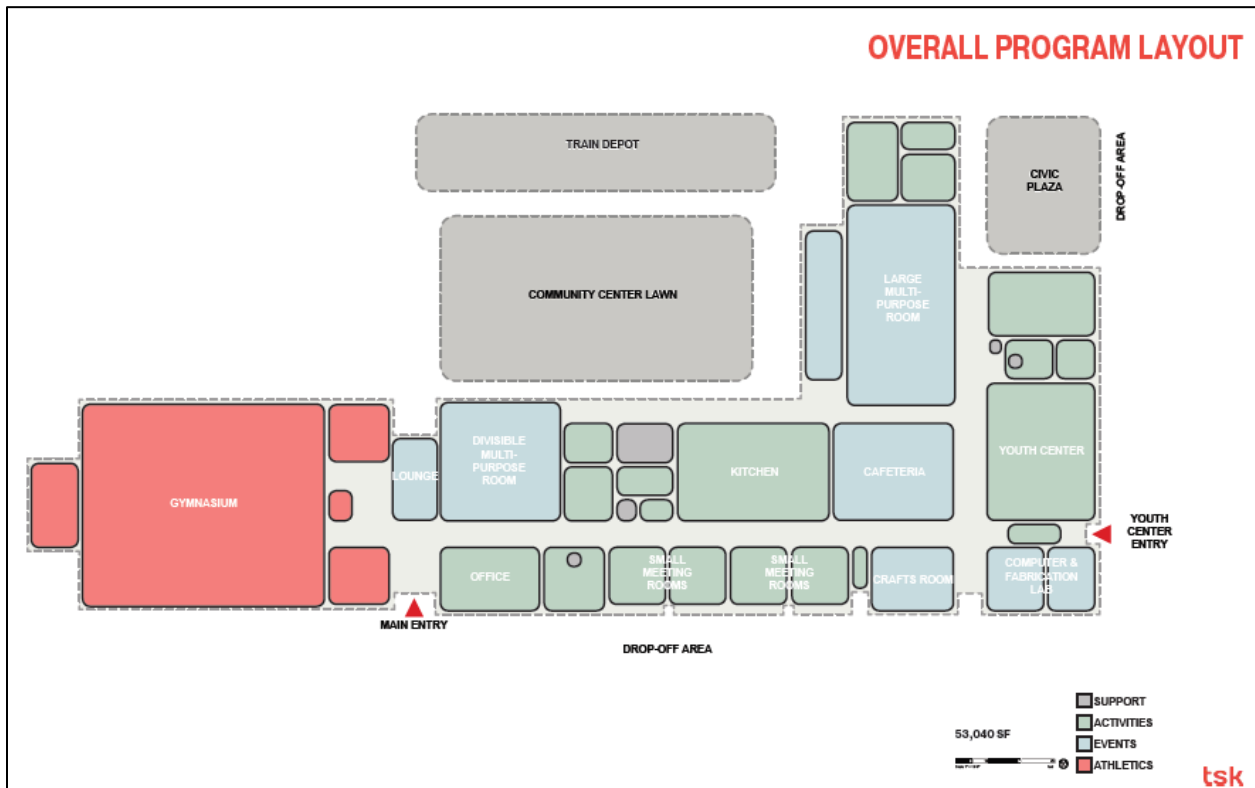
Cody was raised in Fernley, graduating from Fernley High School in 2003. He also graduated from the University of Nevada, Reno with a Bachelor of Science and Master of Science in Chemical Engineering. His passion for the Foundation was developed through his childhood athletic and social experiences and desire to see Fernley grow into a desirable, family-friendly community. He is employed by the Healthy Communities Coalition of Lyon and Storey Counties as a Community Health Worker Trainer and Battle Born Beer as a Regional Sales Manager. He also runs two small businesses, The Tap Wagon and Wagner College Prep. Cody enjoys coaching high school football and basketball, as well as spending time with his wife, Valerie, and newborn son, Reese.

- **Colleen Unterbrink: Assistant to the City Manager, City of Fernley AND Board of Directors, Fernley Community Foundation**

Colleen grew up in a small island community in Michigan, and later attended Michigan State University, graduating with a Bachelor of Science in Park, Recreation and Tourism Resources. Colleen moved to Fernley in 2007 and has since put down roots in the community with her family. Colleen grew up with a love of sports and the outdoors, and she appreciates all that Fernley and Northern Nevada have to offer when it comes to outdoor recreation. Colleen is employed by the City of Fernley and serves as the Assistant to the City Manager, she serves on the Foundation Board as the City Liaison.

APPENDIX C – TSK Architects Conceptual Design







CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 1, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Alisa Johansson

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Receive/File

AGENDA ITEM:

(Possible Action) Introduction and first reading of the First Amendment to the Red Hawk Ranch Development Agreement (Bill #368, DA20002-AMD1) submitted by Wood Rodgers, Inc. on behalf of Red Hawk Ranch LLC, Series B and DB-BB Investments I, LCC to request the following changes: 1) incorporate all property owners and parcels into the agreement, 2) extend the expiration date of all applicable tentative subdivision maps, 3) establish the framework for a future Special Assessment District, 4) allow an on-site density transfer, and 5) relocate the community park. The Red Hawk Ranch Development Agreement, as amended, encompasses four (4) parcels totaling approximately 161.09 acres in area (APNs 021-041-07, -08, -09, -10).

AGENDA ITEM BRIEF:

City Council authorized the City of Fernley to enter into a Development Agreement with the developer of Red Hawk Ranch on February 3, 2021. The original agreement primarily dealt with adjacency standards as they would be applied to development within the future subdivisions. Tentative subdivision maps TSM21004 and TSM22007 were approved in 2022. The proposed amendment (AMD1) intends to add several additional stipulations while extending the expiration dates for the applicable tentative maps.

At the September 10th Planning Commission meeting, the Commission unanimously voted to recommend approval of the proposed amendment.

RECOMMENDED MOTION:

None.

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:

None.

BACKGROUND:

Site, Vicinity, & History

Presently undeveloped, the site is generally flat and sparsely vegetated, with trees and shrubs present along the perimeter of active and inactive farming fields. Gravel and dirt roads provide connection to the site from adjoining roadways. The immediate vicinity is likewise characterized by low density developments consisting of pastures, rural residences, and small-scale commercial buildings along Stock Lane and Main Street.

Development of the subject property has been the objective of many mapping and entitlement applications over the years. In its current form, the project has most recently been reviewed and tentatively approved as Red Hawk Ranch (TSM21004) and the Duets at Red Hawk Ranch (TSM22007). The Development Agreement for Red Hawk Ranch (DA20002) originally encompassed three parcels and was executed as part of a past Zoning Map Amendment approval process (ZMA20001) in response to community and regulatory body feedback regarding adjacency requirements and compatibility with the existing rural agricultural fabric in the Stock Lane area of Fernley.

Amendment Scope

The current amendment request consists of several new stipulations intended to assist the developers in advancing the project to completion. The full scope of the proposed amendment is as follows:

1. Incorporate all property owners and parcels into the agreement,
The Red Hawk Ranch Development Agreement originally encompassed three parcels (APNs 021-041-07, -08, and -10). The adjoining fourth parcel (021-041-09), previously known as “Duets at Red Hawk Ranch” is now proposed to be incorporated into the agreement.
2. Extend the expiration date of all applicable tentative subdivision maps,
TSM21004 and TSM22007 are set to expire on January 19, 2026 and December 7, 2026, respectively. The final expiration date for both maps is proposed to be extended to December 31, 2031. This adjusted expiration date includes the two-year extensions allowable under Nevada Revised Statutes 278.360(1)(c).
3. Establish the framework for a future Special Assessment District,
Infrastructure planning and development constitutes a significant challenge to Fernley’s development community. On June 4, 2025, the Fernley City Council approved a resolution to adopt Special Assessment District guidelines consistent with Nevada Revised Statutes Chapter 271. This resolution (25-005) and the associated guidelines are attached to this staff report for reference. The Red Hawk Ranch development team wishes to utilize these guidelines to establish a SAD which will provide some relief from the upfront cost associated with installation of utility and roadway infrastructure within and connecting to these subdivisions. The SAD would finance the following improvements: 1) Offsite roadways and associated improvements, 2) Off-site sewer and other utility connections, 3) Backbone (on-site) roadways and utilities, 4) Mass grading for the overall site including the drainage channel and retention basin, and 5) Community park improvements in the retention basin.

4. Allow an on-site density transfer,

As the projects' final designs have progressed, storm and surface water controls have been particularly challenging to address. The need to devote a substantial amount of the overall site area to stormwater infrastructure necessitates relocation of allowable density from one portion of the site to another. This transfer does not change the total number of dwelling units allowed and only adjusts their potential location. This transfer does not alter the previously-approved tentative subdivision maps and only applies to the central portion of the site that has not yet been platted.

5. Relocate the community park.

To provide a more substantial community benefit, the developers are proposing to relocate the community park to the retention basin. Previously proposed in the southeast corner of the Red Hawk Ranch subdivision, the adjusted location in the northwest corner is more conducive to use by all residents of the now joined developments as well as the broader community. The preliminary design for the retention basin allows the park to roughly double in size, accommodating additional turf areas suitable for community events and even tournament or championship sporting events. This shift enhances the landscaping and active use of the retention basin, contributing to efficient use of land within the development site.

Analysis: Development Agreement

Development agreements are committed to the city council's legislative discretion. The city council may approve the development agreement if it meets the following criteria.

1. Consistent with the city's master plan (NRS 278.0284);

The proposed amendment to the Red Hawk Ranch Development Agreement is consistent with the Comprehensive Master Plan's overarching goal of facilitating orderly, responsible growth and development in the City. The proposed amendment, in its facilitation of the advancement of the subject projects, is also supported by the following specific goals and policies:

HP.1.2 Encourage housing that supports sustainable development patterns by promoting the efficient use of land, conservation of natural resources, easy access to services and public facilities such as parks, and resource efficient design and construction.

The proposed amendment includes two stipulations that support this goal: the on-site density transfer and the relocation of the community park. By allowing the developer to shift allowable housing units from one portion of the site to another, effective stormwater controls are made feasible without sacrificing valuable potential housing stock. By relocating the community park to within the retention basin, the large area of land devoted to flood control is given a dual purpose, increasing the efficiency of the development of the site while simultaneously siting the park in a portion of the property that is more accessible and visible to the community.

HP.1.4 Provide opportunities for high-density residential development near the downtown core and elsewhere in the community where appropriate.

Sited south of Main Street and east of Stock Lane, the property is located at the western end of the downtown core where existing aging developments punctuate tracts of vacant land. The proposed housing types, duplex and single-family, while not as dense as true multifamily developments, still provide plentiful housing opportunities in close proximity to downtown Fernley while also establishing an informal gateway and welcoming presence as travelers proceed east along Main Street.

HP.1.6 Provide a spectrum of high quality housing to meet the City's need.

The proposed unit and lot size mix contribute to the variety and spectrum of housing options called for in the

Comprehensive Master Plan. The proposed amendment facilitates successful advancement of a project that may otherwise be abandoned.

LU.1.1.3 Require new development to provide certified, stamped studies demonstrating the impact proposed development will have on existing infrastructure and to provide improvements and/or funding in lieu of improvements in proportion to the impacts of the proposed projects on the city's roadway, sewer and water systems.

As part of the tentative subdivision mapping process, the proposed development's impacts to existing infrastructure were preliminarily analyzed. In authorizing the developer to engage with the City in the creation of a Special Assessment District, the City ensures that necessary infrastructure is constructed to standards while reducing risk for the project's development team, thereby encouraging completion of the project.

LU.1.5.1 Encourage the intensification of land use in the existing community core.

Located in the existing community core and defined as an infill site, the development proposes intensification of land use in the portion of the City emphasized in this goal. The proposed development agreement amendment seeks to ensure the project's success by facilitating completion of the project.

LU.1.9 Sustain the residential character of the Stock Lane area.

Sited along the east side of Stock Lane, the project is not mapped within the Stock Lane Special Planning Area. However, the property's location on the east side of Stock Lane, just beyond the SPA's boundary, supports this Master Plan goal by ensuring that residential development is present adjoining the Stock Lane SPA, reinforcing the residential character of the area.

2. Otherwise consistent with Nevada or federal law.

Both the original development agreement and the proposed amendment have been thoroughly vetted by the City Attorney as well as by City of Fernley's outside counsel. As adjusted, no apparent statutory violations or conflicts were noted and the amendment is presumed to comply with applicable State and federal law.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General References

Nevada Revised Statutes Chapter 271

Nevada Revised Statutes Chapter 278

City of Fernley Comprehensive Master Plan (2020 Update)

Fernley Municipal Code Title 32

Specific References

NRS 278.0201-.0207 – Agreement with governing body concerning development of land

FMC 32.03.100(a) – Development agreements

FINANCIAL IMPLICATIONS:

The amended agreement authorizes the formation of a Special Assessment District.

ATTACHMENTS:

1. Exhibit 1 - Bill 368
2. Exhibit 2 - Proposed Amendment
3. Exhibit 3 - Original Recorded Agreement
4. Exhibit 4 - Project Narrative and Maps - Applicant
5. Exhibit 5 - Resolution 25-005

When recorded, mail to:
City Clerk
City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408

BILL #368
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AUTHORIZING THE CITY OF FERNLEY TO ENTER INTO A AN AMENDED DEVELOPMENT AGREEMENT (DA20002-AMD1) WITH RED HAWK RANCH LLC SERIES B AND DB-BB INVESTMENTS I LLC, TO 1) INCORPORATE ALL PROPERTY OWNERS AND PARCELS INTO THE AGREEMENT, 2) EXTEND THE EXPIRATION DATE OF ALL APPLICABLE TENTATIVE SUBDIVISION MAPS, 3) ESTABLISH THE FRAMEWORK FOR A SPECIAL ASSESSMENT DISTRICT, 4) AUTHORIZE AN ON-SITE DENSITY TRANSFER, AND 5) RELOCATE THE COMMUNITY PARK, AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO FOR A SITE APPROXIMATELY 161.09 ACRES IN SIZE GENERALLY LOCATED SOUTH OF MAIN STREET, EAST OF STOCK LANE, WEST OF MILLER LANE, AND NORTH OF THE EXISTING MILLER MEADOWS SUBDIVISION, FERNLEY, NV. (APN 021-041-07, 021-041-08, 021-041-09, AND 020-041-10)

THE CITY COUNCIL OF THE CITY OF FERNLEY, hereinafter “the Council” DO HEREBY ORDAIN:

Based on the provisions set forth in Nevada Revised Statutes and the City of Fernley Development Code, the Council does hereby authorize the City of Fernley to enter into a Development Agreement with Red Hawk Ranch LLC Series B and DB-BB Investments I LLC, as attached.

The Development Agreement and Development Agreement Amendment involve future development on the aforementioned parcels. The purpose of this development agreement amendment is to memorialize specific requirements and stipulations pertaining to said development, as attached.

BILL # 368 BEING HEREBY PROPOSED on the 1st day of October 2025.

BILL # 368 BEING HEREBY PASSED, APPROVED and ADOPTED this 15th day of October 2025, by the following vote of the Council:

Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

FERNLEY CITY COUNCIL

By: _____
Neal McIntyre, Mayor

Date: _____

Attest By: _____
Kim Swanson, City Clerk

Date: _____

APNs: 021-041-07, 021-041-08, 021-041-09,
021-041-10

Recording Requested By And
When Recorded, Mail To:

City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408
Attn: City Clerk

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

BETWEEN

**CITY OF FERNLEY,
a Nevada municipal corporation**

AND

**RED HAWK RANCH LLC, SERIES B,
a Nevada limited liability company**

**DB BB INVESTMENTS I, LLC,
a Nevada limited liability company**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “Amendment”) dated as of the date of City Council action listed on the signature page hereto (“Effective Date”) is made and entered into by and between (i) the City of Fernley, a Nevada municipal corporation (the “City”), and (ii) RED HAWK RANCH LLC, SERIES B, a Nevada limited liability company, and DB-BB INVESTMENTS I LLC, a Nevada limited liability company (collectively the “Developers” and each, individually, a “Developer”).

RECITALS

A. The City is authorized under the general laws of the State of Nevada to enact ordinances and enter into agreements to promote and safeguard the health, safety, and welfare of its citizens.

B. The City and Relief Springs, LLC, Series 3 entered into that certain Development Agreement dated March 13, 2021, and approved by the City Council on January 19, 2022 (the “Agreement”).

C. The Developers are now the owners of the Project Property and desire to amend the Agreement to include them as parties, extend certain Tentative Subdivision Maps, establish a framework for a Special Assessment District, allow density transfer due to drainage improvements, and relocate the community park.

D. The parties have determined that an amendment to the Development Agreement is necessary to incorporate both Developers, extend the Tentative Subdivision Maps, establish the framework for the Red Hawk Ranch Special Assessment District, allow density shift, and relocate the community park.

E. Pursuant to NRS 278.0201 through 278.0207 and Code §32.03.100, the parties desire to amend the Development Agreement to set forth the parties’ mutual understanding with respect to the orderly development of the Project.

F. The City Council, after recommendation by the Planning Commission, having determined that all of the procedural requirements for approval of this Amendment have been satisfied and after giving notice as required by law, held a public meeting on _____, 2025 wherein the City Council found this Amendment to be: (1) in the public interest; (2) in conformance with the City’s comprehensive and other plans, policies, and regulations; and (3) lawful in all respects.

NOW, THEREFORE, in exchange for mutual considerations, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Capitalized and Conflicting Terms; Continued Effect; Captions.** Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement. To the extent the provisions of this Amendment conflict with any of the terms and conditions of the Agreement the provisions of this Amendment shall control. The parties acknowledge and agree that, except as specifically modified hereby, each of the terms and conditions of the Agreement shall remain in full force and effect.

2. **Amendment to Article 1 - Parties and Property Description.** Article 1 of the Agreement is hereby amended to replace “Developer” Relief Springs, LLC, Series 3 with the following Developers:

Red Hawk Ranch LLC, Series B,
a Nevada limited liability company
14230 E. Windriver Drive Reno, NV 89511

DB-BB Investments I LLC,
a Nevada limited liability company
14230 E. Windriver Drive Reno, NV 89511

The “Project Property” is amended to include APN 021-041-09, with the legal description in Exhibit A hereto.

3. **Amendment to Article 3 - Development Matters.** Article 3 of the Agreement is hereby amended by adding the following new sections:

Section 3.5 Tentative Subdivision Map Extensions. The terms of the approved Tentative Subdivision Maps TSM21004 (approved January 19, 2022) and TSM22007 (approved December 7, 2022) are hereby extended to December 31, 2031.

Section 3.6 Special Assessment District Framework. The parties agree to establish a Special Assessment District (SAD) for the Project Property to finance the following improvements:

- (a) Offsite roadway and associated improvements including Main Street, Stock Lane, and Miller Lane (as conditioned in the TSMs).
- (b) Off-site sewer and other utility connections.
- (c) Backbone roadways and utilities.
- (d) Mass grading for the overall site including drainage channel and retention basin.
- (e) Community park improvements in the retention basin.

The SAD shall be formed in accordance with NRS 271 and the City's guidelines adopted by Resolution #25-005 on June 4, 2025. Maintenance of the community park shall be addressed in a future agreement between the City and the applicable homeowners' association.

Section 3.7 Density Transfer. The Developers are permitted to shift the density encompassed by the drainage channel and retention basin (approximately 191

units) to any location within the Project Property, provided that the total number of units developed across the Project Property does not exceed the maximum allowable number of units for the Project Property as a whole, and this transfer shall not be restricted by maximum density limits applicable to any sub-areas or portions thereof.

Section 3.8 Community Park Relocation. The proposed community park shall be shifted from the southeast corner of Red Hawk Ranch to the retention basin to provide a larger community amenity.

4. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
5. Counterparts. The Parties may sign this Amendment in multiple identical counterparts, all of which taken together shall constitute one and the same Amendment. Further, the Parties shall treat a copy of an original signature to this Amendment for all purposes as an original signature. The parties shall consider a copy of the signed Amendment for all purposes as an original of the Amendment to the maximum extent permitted by law, and no party to this Amendment shall have any obligation to retain a version of this Amendment that contains original signatures in order to enforce this Amendment, or for any other purpose.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF FERNLEY, a municipal corporation
and political subdivision of the State of Nevada

Neal E. McIntyre, Mayor

ATTEST

By: _____
Kim Swanson, City Clerk

Date of City Council Action: _____

APPROVED AS TO FORM

By: _____
Aaron Mouritsen, City Attorney

DEVELOPER

RED HAWK RANCH LLC, SERIES B,
a Nevada limited liability company

Todd Pardula, Manager

STATE OF NEVADA)
)
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2025 by Todd Pardula as Manager of Red Hawk Ranch LLC, Series B, a Nevada limited liability company.

Notary Public

DEVELOPER

DB BB INVESTMENTS I LLC,
a Nevada limited liability company

Brandon Barker, Manager

STATE OF NEVADA)
)
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2025 by Brandon Barker as
Manager of DB BB Investments I, LLC, a Nevada limited liability company.

Notary Public

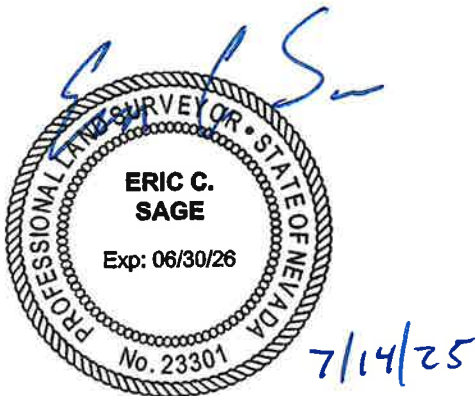
Exhibit A
PROJECT LEGAL DESCRIPTION

**PROJECT
LEGAL DESCRIPTION**

All that certain real property situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Fourteen (14), Township North (20) North, Range Twenty-Four (24) East, Mount Diablo Meridian, City of Fernley, County of Lyon, State of Nevada. Being Parcels 1, 2, 3, and 4 as shown on the Parcel Map for SCC-Canyon II, LLC, filed in the official record of Lyon County, State of Nevada, on January 27, 2006, as Document Number 373825.

APNs: 021-041-07, 021-041-08, 021-041-09 & 021-041-10

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502



Eric C. Sage, P.L.S.
Nevada Certificate No. 23301

DOC #: 633401
CONFORMED COPY

(Not Compared to Original)

03/22/2021 02:12 PM

OFFICIAL RECORD

Requested By:
CITY OF FERNLEY

Lyon County, NV
Margie Kassebaum, Recorder

When recorded, mail to:
City Clerk
City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408

BILL #292
CITY OF FERNLEY
ORDINANCE # 2021-001

AN ORDINANCE AUTHORIZING THE CITY OF FERNLEY TO ENTER INTO A DEVELOPMENT AGREEMENT (DA20002) WITH RELIEF SPRINGS, LLC, TO ESTABLISH SPECIFIC ADJACENCY STANDARDS FOR FUTURE DEVELOPMENT IN COMPLIANCE WITH THE ADJACENCY STANDARDS SET FORTH IN §32.09.030 OF THE FERNLEY MUNICIPAL CODE, AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO FOR A SITE APPROXIMATELY 129.94 ACRES IN SIZE GENERALLY LOCATED SOUTH OF MAIN STREET, EAST OF STOCK LANE, WEST OF MILLER LANE, AND NORTH OF THE EXISTING MILLER MEADOWS SUBDIVISION, FERNLEY, NV. (APN 021-041-07, 021-041-08, AND 020-041-10)

THE CITY COUNCIL OF THE CITY OF FERNLEY, hereinafter "the Council" DO HEREBY ORDAIN:

Based on the provisions set forth in Nevada Revised Statutes and the City of Fernley Development Code, the Council does hereby authorize the City of Fernley to enter into a Development Agreement with Relief Springs, LLC, as attached.

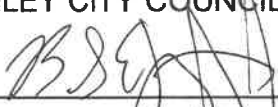
The Development Agreement involves future development on the aforementioned parcels. The purpose of this development agreement is to memorialize specific requirements which would satisfy the adjacency standards set forth in §32.09.030 of the Fernley Municipal Code.

BILL # 292 BEING HEREBY PROPOSED on the 6th day of January 2021.

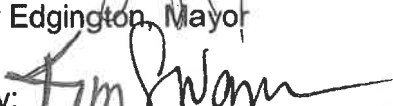
BILL # 292 BEING HEREBY PASSED, APPROVED and ADOPTED this 20th day of January 2021, by the following vote of the Council:

Ayes: 4 Nays: 1 Abstentions: 0 Absent: 0

FERNLEY CITY COUNCIL

By: 
Roy Edgington, Mayor

Date: 2-3-21

Attest By: 
Kim Swanson, City Clerk

Date: 2/3/2021

When recorded, mail to
City Clerk
City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408

DEVELOPMENT AGREEMENT

Article 1. Parties, definitions and property description.

This Development Agreement (“**Agreement**”) is by and between:

“Developer” **Relief Springs, LLC,**
 a Nevada limited liability company, Series 3
 14230 E. Windriver Drive
 Reno, NV 89511
 Fax No.: 775-_____

“City” City of Fernley, a Nevada municipal corporation
 595 Silver Lace Boulevard
 Fernley, NV 89408
 Fax No.: 775-_____

Key definitions in this Agreement are:

“Project” means the residential project located off West Main Street, just to the east of Stock Lane and just to the west of Miller Lane, in Fernley, Nevada.

“Project Property” means that real property located in the City of Fernley, County of Lyon, State of Nevada, more particularly described as **Exhibit A** attached hereto, having APNs 021-041-07, 021-041-08, and 020-041-10.

Article 2. Recitals.

- A. Developer is the current owner of the Project Property and is the developer of the Project.
- B. The vast majority of the Project Property is presently located in zoning district SF12 (Residential Single Family 12,000 square feet), with a small portion of the Project Property presently located in zoning district C1 (neighborhood commercial). The land located to the west and to the south of the Project Property is generally zoned RR1 (Rural Residential 1-acre), with pockets of RR5 (Rural Residential 5-acre) and SF6 (Residential Single Family 6,000 square feet).
- C. The Developer has submitted an application for a Zoning Map Amendment (“**Map Amendment**”) to effect a zone change for the Project Property from SF12 (Residential Single

Family 12,000 square feet) to SF6 (Residential Single Family 6,000 square feet), and from SF12 (Residential Single Family 12,000 square feet) and C1 (neighborhood commercial) to MDR14 (Residential Medium Density Residential 14 dwelling units per acre), all as more particularly set forth in the Map Amendment application. Reference is hereby made to Developer's application for the Map Amendment relative to any submission requirements for this Agreement identified in Table A-1 (Application Checklists) of the City's Municipal Code ("**Code**").

- D. Given the land uses surrounding the Project Property, were the City to approve the Map Amendment application, development of the Project Property would require implementation of the City's lot adjacency and transition standards set forth in §32.09.030(D) of the Code (the "**Adjacency Rule**").
- E. The Adjacency Rule favors flexibility by granting the City discretion to determine appropriate transition requirements on a case-by-case basis. That being said, given the size and location of the Project Property, and the potential density of the Project, both the City and Developer desire to set expectations and agree how the Adjacency Rule will be applied in the event the City approves Developer's Map Amendment application. The City and Developer intend that this Agreement memorialize and effectuate their understanding of the proper application of the Adjacency Rule to development of the Project Property in the event of the City's approval of Developer's Map Amendment application.
- F. The City is authorized, pursuant to NRS 278.0201 through 278.0207, inclusive, and Code §32.03.100(a), to enter into binding development agreements with any person having a legal or equitable interest in land concerning the development of that land—such as an agreement to determine proper application of the Adjacency Rule to particular property—provided that such agreement is consistent with the City of Fernley Comprehensive Master Plan August 2018 ("**Master Plan**").
- G. The Master Plan includes the following goals:
- Enhance Fernley's vitality as a community by providing a variety of housing types, density and costs that accommodate the needs, desires and financial abilities of the current and future households. Master Plan §HP.1.1.
 - Encourage housing that supports sustainable development patterns by promoting the efficient use of land [...and] easy access to services and public facilities[...]. Master Plan §HP.1.2.
 - Strive for viable mixed income neighborhoods throughout Fernley that collectively reflect the diversity of housing types and tenure (rental and ownership). Master Plan §HP.1.3.

- Provide opportunities for high-density residential development near the downtown core and elsewhere in the community where appropriate. Master Plan §HP.1.4.
- Encourage new development in areas where adequate public services and facilities can be provided efficiently. Master Plan §LU.1.1
- Encourage new development to be in accordance with the Comprehensive Master Plan land use category. Master Plan §LU.12.
- Promote infill development. Master Plan §LU.1.5.

H. By entering into this Agreement establishing application of the Adjacency Rule to future development of the Project Property as zoned per the Map Amendment, the City will achieve the certainly both the City and Developer require to move forward with Developer's Map Amendment application, approval of which in turn would be consistent with the City's goals set forth in the Master Plan as identified in Recital G above. As such, approval of this Agreement is consistent with the Master Plan, as required by NRS 278.0203 and Code §32.03.100(A)(6)(a).

I. Acknowledging the foregoing, the parties desire to enter into this Agreement to confirm the proper requirements for implementing the Adjacency Rule in relation to the Project and Project Property, and to provide for such other matters as set forth herein.

NOW, THEREFORE, in exchange for mutual considerations, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 3. Development Matters.

Section 3.1 Development Standards.

The permitted uses of the Project Property, the density or intensity of its use, the maximum height and size of the proposed buildings, and any dedication of any portion of the Project Property to the City for public use shall be as provided in this Agreement, the Map Amendment, the Code, and any future entitlements or approvals issued by the City for the Project or the Project Property, as the same may hereafter be revised, modified or amended from time to time in accordance with applicable law.

Section 3.2 Adjacency Rule.

The City and Developer agree that the Adjacency Rule, as applied to the Project, the Project Property, and all future permits and approvals considered by the City in connection therewith, shall require the following development standards and impose the following development constraints upon the Project Property:

(1) There shall be a Buffer Zone along the southerly boundary of the Project Property, which Buffer Zone shall include all that area within twenty feet of the southerly boundary of the Project Property, and may include, in the City's discretion, any area within fifty feet of the southerly boundary of the Project Property (such area, the "**Southern Buffer Zone**"). Similarly, there shall be a Buffer Zone along the westerly boundary of the Project Property, which Buffer Zone shall include all that area within twenty feet of the easterly boundary of the Stock Lane right-of-way as it runs parallel to the westerly boundary of the Project Property, and may include, in the City's discretion, any area within fifty feet of the easterly boundary of the Stock Lane right-of-way as it runs parallel to the westerly boundary of the Project Property (such area, the "**Western Buffer Zone**"). As used herein, "**Buffer Zone**" means an area of common open space within the Project Property, which area may not be subdivided or used for single family homes, but may be improved with paths, trails, drainageways, landscaping berms, or other subdivision improvements.

(2) Each single-family residential lot that shares a common boundary line with the Southern Buffer Zone or the Western Buffer Zone, or for which no other single-family residential lot is located between it and the Southern Buffer Zone or the Western Buffer Zone, shall be not less than 15,000 square feet in total area, and the primary residence on each such lot (each, a "**Transition Lot**") shall be located at least twenty feet from any common boundary line between such Transition Lot and the Southern Buffer Zone or Western Buffer Zone, as applicable.

(3) The City will not issue a building permit for any residence, outbuilding, or accessory structure on a Transition Lot unless, in addition to satisfying all other conditions and requirements of the Code, the proposed residence, outbuilding, or accessory structure is single-story in height. Any right to a structure of any greater height on a Transition Lot is hereby waived.

(4) As to that portion of the Project Property zoned SF6 (Residential Single Family 6,000 square feet) following the City's approval of the Map Amendment, the total density on such portion of the Project Property shall not exceed three and sixth tenths (3.6) dwelling units per acre.

Section 3.3 No Further Requirements

Provided the requirements of Section 3.2 are met and/or satisfied, the City shall not require any further exaction, condition, mitigation, or standard of Developer, the Project, or the Project Property in satisfaction of the Adjacency Rule.

Section 3.4 Limitation.

The provisions of NRS 278.0201 apply to this Agreement.

Article 4. General Terms.

Section 4.1 Effective Date; approved by ordinance.

This Agreement is not effective until it has been approved by ordinance by the City Council and recorded in the Official Records of Lyon County, Nevada.

Section 4.2 Term; Cancellation.

This Agreement shall continue in full force and effect in perpetuity, unless cancelled in accordance with the terms NRS 278.0205. A cancellation of this Agreement is not effective or binding until approved by ordinance of the City Council and recorded in accordance with NRS 278.0205.

Section 4.3 Modifications and Amendments.

Modifications and amendments to this Agreement are not effective or binding until approved by ordinance of the City Council and recorded in accordance with NRS 278.0205. Without limiting any other notice required by applicable law, notice of the hearing on an ordinance amending or otherwise modifying this Agreement shall be provided by mail, consistent with Code Chapter 32.03.030, at least ten days in advance of such hearing to owners of property within 750 feet of the exterior limits of the Project Property.

Section 4.4 Breach.

A violation of this Agreement by a party shall be a breach of this Agreement by that party if, within 60 days after receipt of notice of such violation delivered in accordance with Section 4.7 below by the non-violating party, the party in violation fails to cure such violation.

Section 4.5 Entire Agreement.

With respect to the matters addressed herein (including the recitals), this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties.

Section 4.6 Assignments; Transfer of rights.

Developer shall have the right to assign all or any portion of its rights and delegate any obligations under this Agreement to third parties who acquire fee simple absolute ownership to any portion of the Project Property.

Section 4.7 Notices; when deemed sufficiently given.

- A. Formal notices, demands and communications between the City and Developer must be in writing and must be sent to the addresses or facsimile numbers stated in Article 1 above and to each successor or assign of Developer to the address given by such party in writing and if no written notice is given, then to the address stated in the transfer agreement, and/or to any address or number subsequently communicated to the sending party in writing.
- B. If notice is sent by registered or certified mail to the correct address, postage prepaid, it will be deemed sufficiently given the earlier of when actually received by the addressee or three business days after it is received by the U.S. Post Office as indicated on the receipt.

- C. If notice is sent by courier, or overnight delivery service (Federal Express, UPS Overnight, U.S. Postal Priority Mail), and is properly addressed, it will be deemed sufficiently given when delivered as indicated in the records of the courier or service.
- D. If notice is sent by facsimile, properly addressed to the addressee specified in Article 1 above and is actually sent to the correct facsimile number, it will be deemed sufficiently given when receipt is confirmed by either the receiving or sending facsimile machine, provided that that confirmation is in writing and sufficiently identifies the document, and indicates the time and date that the document was received by the receiving facsimile machine.

Section 4.8 Further documents.

Each party agrees to honor any reasonable requests by the other party to complete, execute, and deliver any document necessary to accomplish the purposes hereof.

Section 4.9 Reserved.

Section 4.10 Time of Essence.

Time is of the essence in the performance of this Agreement.

Section 4.11 Governing law.

The laws of the State of Nevada, without regard to conflicts of law principles, shall govern the interpretation and enforcement of this Agreement.

Section 4.12 Severability of invalid or unenforceable provisions.

If any provision If any provision contained in Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

Section 4.13 Binding effect; successors and assigns; assignment/delegation.

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, and permitted successors and assigns of the parties hereto. To the extent that any assignment of any right under this Agreement changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Agreement, attempts to operate as novation, or includes a waiver or abrogation of any defense to payment by Fernley, such offending portion of the assignment shall be void, and shall be a breach of this Agreement.

Section 4.14 No third-party beneficiaries intended.

Unless otherwise specifically identified in this Agreement, there are no third-party beneficiaries intended by this Agreement and no third parties have any standing to enforce any of the provisions of this Agreement.

Section 4.15 Representation and warranties by persons who sign this Agreement.

Each person who signs this Agreement represents and warrants to each other person who signs this Agreement that he or she is an authorized agent of and has actual authority to execute this Agreement on behalf of the party for whom he or she is signing, and that all required approvals and actions have been taken to authorize the execution of this Agreement with the intent and effect of binding the party to this Agreement.

[Signature Page Follows]

EXECUTED on the dates indicated:

City:

CITY OF FERNLEY,
a Nevada municipal corporation

Dated 3/9, 2021

By: [Signature]
Its: Mayor

Attest:
[Signature]
City Clerk

Developer:

RELIEF SPRINGS, LLC,
a Nevada limited liability company-- Series 3

Dated 3/3, 2021

By: [Signature]
Name: Todd Pardula
Its: Manager

STATE OF NEVADA)
)
COUNTY OF WASHOE)

This instrument was acknowledged before me on March 3, 2021 by Todd Pardula as Manager of RELIEF SPRINGS, LLC, a Nevada limited liability company – Series 3.

Notary Stamp Here 

[Signature]
Notary Public

My Commission Expires: 6/19/2022

EXHIBIT A

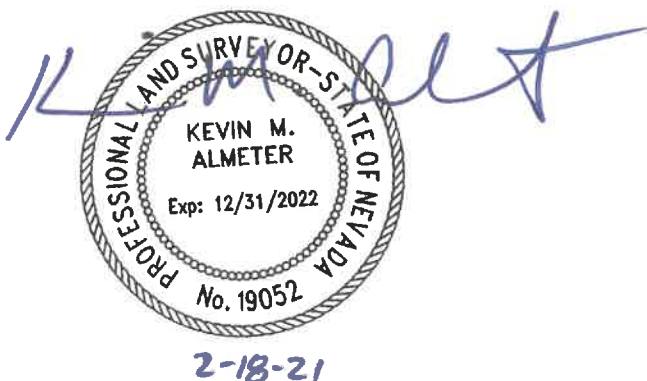
LEGAL DESCRIPTION

[SEE FOLLOWING PAGES]

**PROJECT
LEGAL DESCRIPTION**

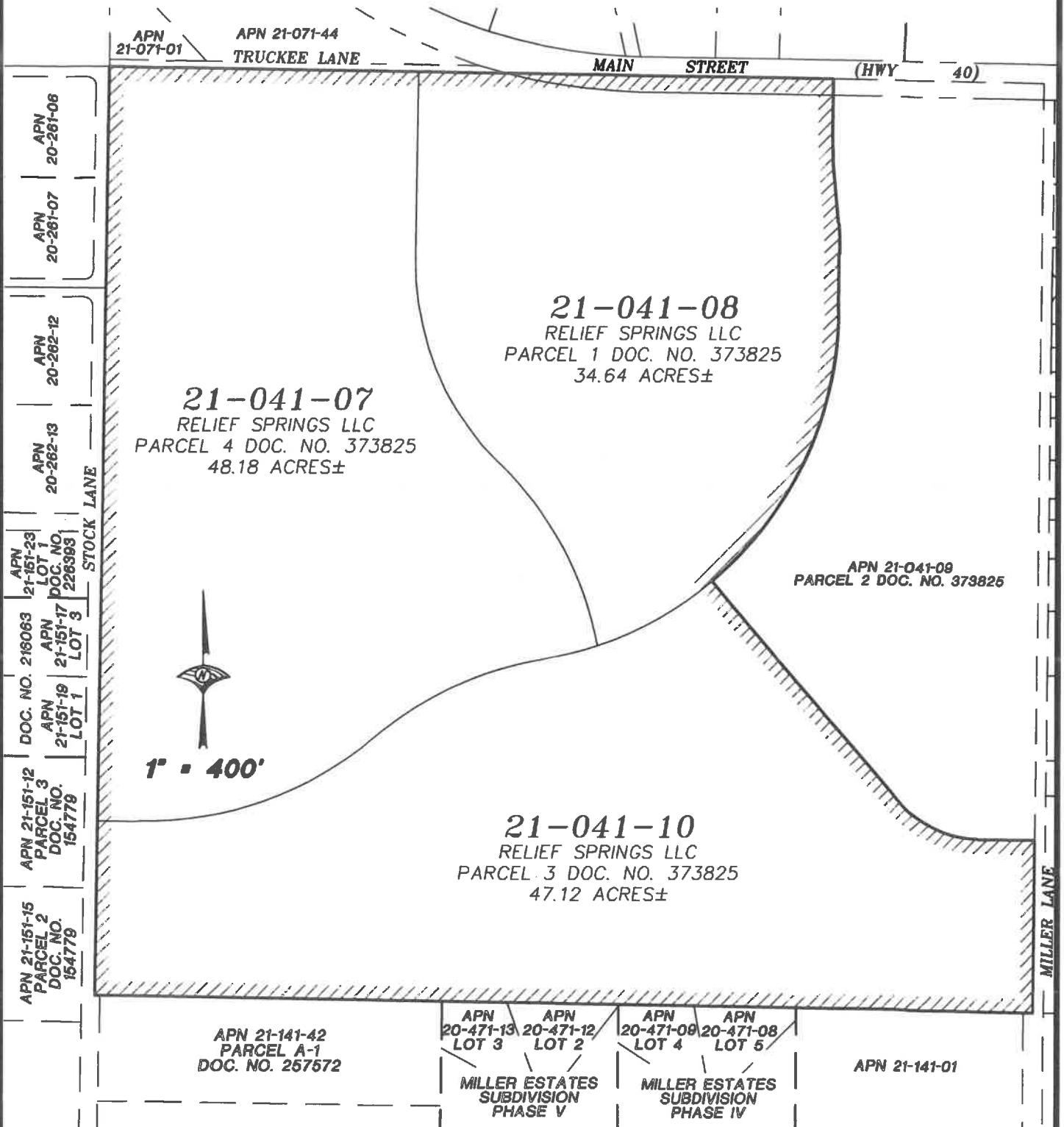
All that certain real property situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Fourteen (14), Township North (20) North, Range Twenty-Four (24) East, Mount Diablo Meridian, City of Fernley, County of Lyon, State of Nevada. Being Parcels 1, 3, and 4 as shown on the Parcel Map for SCC-Canyon II, LLC, filed in the official record of Lyon County, State of Nevada, on January 27, 2006, as Document Number 373825.

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502



Kevin M. Almeter, P.L.S.
Nevada Certificate No. 19052

BOUNDARY MAP FOR ZONE CHANGE
 BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 14
 TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.M.
 FERNLEY LYON COUNTY NEVADA



JOB NO. 1557016
 SHEET 1 OF 1



WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1361 Corporate Blvd
 Reno, NV 89502
 Tel 775.823.4068
 Fax 775.823.4066

EXECUTIVE SUMMARY

Project Name:	Redhawk Ranch Development Agreement Amendment
Site Location:	Four subject parcels with a combined size of ±161 acres located southwest of the intersection of Miller Lane and Main Street in Fernley, NV.
APN Numbers:	021-041-07, 021-041-08, 021-041-10, & 021-041-09
Applicant:	Red Hawk Ranch LLC Series B & DB-BB Investments I LLC
Applicant's Representative:	Wood Rodgers, Inc.; Derek Kirkland, AICP
Owner:	Red Hawk Ranch LLC Series B & DB-BB Investments I LLC
Proposed Action:	This is a request for a Development Agreement Amendment to add the following items: 1) Incorporate both property owners in the agreement 2) Extend the active Tentative Subdivision Maps (TSM) for a period of 10 years to 12/31/2032 a. TSM21004 (Red Hawk Ranch Subdivision) Approved 1/19/22 b. TSM22007 (Duets at Red Hawk Ranch) Approved 12/7/22 3) Establish the framework for the Red Hawk Ranch Special Assessment District (SAD) to include a. Offsite roadway and associated improvements including Main Street, Stock Lane, and Miller Lane (Conditioned in the TSMs) b. Off-site sewer and other utility connections c. Backbone roadways and utilities d. Mass grading for the overall site including drainage channel and retention basin e. Community park improvements in the retention basin 4) Allow the density that is encompassed by the drainage channel and retention basin to be shifted to other developable areas within Red Hawk Ranch 5) Shift the Community Park from the southeast corner of Red Hawk Ranch to the retention basin.
Land Use Classification:	Single-Family Residential (APNs 021-041-07 & 021-041-10) and Mixed Residential (APN 021-041-08 & 021-041-09).
Current Zoning:	SF6 (APNs 021-041-07 & 021-041-10) and MDR14 (APN 021-041-08 & 021-041-09).
Flood Zone Designation:	Zone AE & X
Gross Site Area	±161 acres

Surrounding properties and uses	Current Zoning District	Comprehensive Plan Land Use Designation
North Commercial buildings and Fernley RV Park	C1, C2 Split Zoning- C2/SF6, I/TC, C1/MF30	SMU, PF & SFR
West Existing single-family residences	RR1	RR
East Existing single-family residences, commercial buildings	C1, MF30, SF6, RR1	SMU & MR
South Existing single-family residences and agricultural uses	RR1, SF6	RR & SFR

ANALYSIS

Background

Development Agreement (DA) #20002 was approved by the City of Fernley on January 19, 2022 and was associated with Bill #289 - ZMA20001 and TSM #21004. The City of Fernley also approved a second tentative map TSM22007 for the Duets at Red Hawk Ranch on December 7, 2022. As part of the two tentative subdivision maps the City of Fernley included several conditions for off-site roadway and infrastructure improvements. The overall Red Hawk Ranch development also includes joint improvements for a drainage channel and retention basin, a collector roadway, and backbone utilities. The overall backbone infrastructure and off-site development costs are estimated to exceed \$14 Million which have created financial challenges for the property owners to move Red Hawk Ranch forward. Both property owners have worked with City of Fernley staff on options for financing including exploring a possible Special Assessment District (SAD). On June 4, 2025 the City of Fernley Council adopted resolution #25-005 establishing guidelines and procedures for the creation of private property owner requested SAD pursuant to NRS 271.

Justification for Request

In order to fund the backbone infrastructure and off-site development costs to move the project forward the Applicants are proposing to establish an SAD for the overall Red Hawk Ranch properties. Amending the original Red Hawk Ranch DA would allow both property owners and the City to agree on the framework for what is included in the SAD, extend the tentative subdivision maps to allow time for implementing the SAD, and provide an opportunity to recapture residential units given the extent of drainage and retention improvements required. These proposed amendments are outlined as follows and are included in the attached Development Agreement Amendment:

- 1) Incorporate both property owners in the agreement
- 2) Extend the active Tentative Subdivision Maps (TSM) for a period of 10 years to 12/31/2032
 - a. TSM21004 (Red Hawk Ranch Subdivision) Approved 1/19/22
 - b. TSM22007 (Duets at Red Hawk Ranch) Approved 12/7/22
- 3) Establish the framework for the Red Hawk Ranch Special Assessment District (SAD) to include

- a. Offsite roadway and associated improvements including Main Street, Stock Lane, and Miller Lane (Conditioned in the TSMs)
 - b. Off-site sewer and other utility connections
 - c. Backbone roadways and utilities
 - d. Mass grading for the overall site including drainage channel and retention basin
 - e. Community park improvements in the retention basin
- 4) Allow the density, ± 191 units, that is encompassed by the drainage channel and retention basin to be shifted to other areas setting a max unit count of within the Red Hawk Ranch property.
 - 5) Shift the proposed Community Park from the southeast corner of Red Hawk Ranch to the retention basin to provide a larger community amenity.

Pursuant to NRS 278.0201 through 278.0207, inclusive, and Code §32.03.100(a), the City of Fernley is allowed to enter into development agreements, and per NRS 271 and the recently adopted City of Fernley SAD guidelines the City of Fernley may establish SADs. The purpose of the Development Agreement Amendment is to allow both property owners and the City of Fernley to agree to items that would be covered under the SAD and extend project approvals that are currently a part of the Development Agreement.

The proposed amendment will also provide an update to the overall development plan to ensure the current density allowed on the property will remain given the extent of the drainage channel and retention basin required to remove the developable areas from the flood zone. The amendment will also provide an enhanced community element by allowing a larger community park to be constructed in the retention basin. A conceptual map of the proposed drainage channel, retention basin, and the density within the drainage channel and retention basin are provided in Section 2 of this application packet. A community park concept is also included in section 2 of this application packet.

All other elements of the Red Hawk Ranch Development Agreement and conditions of approval associated with the two tentative subdivision maps will remain in effect. This Development Agreement Amendment is necessary to move the Red Hawk Ranch Project forward, which will provide a variety of housing types to support the growth in employment and population in the City of Fernley. The Red Hawk Ranch Project will also provide a redevelopment opportunity along Fernley's Main Street and the western Gateway.

Development Agreement Findings

- 1) **The proposed development agreement conforms to the maps and policies of the master plan.**

Response: *The proposed development agreement amendment will conform to the underlying master plan and policies and remains in conformance with the approved tentative subdivision maps. The development agreement amendment will allow the applicants to move the Red Hawk Ranch Project forward and to fulfill the conditions associated with the previous approvals.*

Applicable Master Plan Policies

HP.1.2 Encourage housing that supports sustainable development patterns by promoting the efficient use of land, conservation of natural resources, easy access to services and public facilities such as parks, and resource efficient design and construction.

LU.1.1 Encourage new development in areas where adequate public services and facilities can be provided efficiently.

LU.1.2 Encourage new development to be in accordance with the Comprehensive Master Plan land use category.

LU.1.5 Promote infill development.

2) The proposed development agreement complies with the requirements of NRS.

Response: *The City is authorized, pursuant to NRS 278.0201 through 278.0207, inclusive, and Code §32.03.100(a), to enter into binding development agreements with any person having a legal or equitable interest in land concerning the development of that land provided that such agreement is consistent with the City of Fernley Comprehensive Master Plan August 2018. The proposed development agreement amendment would allow the Red Hawk Ranch Project to remain consistent with the City of Fernley Master Plan. Furthermore, NRS 271 allows the City of Fernley to establish a Special Assessment District, and the City Council recently adopted SAD guidelines on June 4, 2025.*

3) The proposed development agreement is consistent with this development code and all other applicable codes and ordinances.

Response: *The proposed development agreement amendment would not change any of the tentative subdivision maps or the conditions of approval and would remain consistent with all applicable development codes. The proposed density transfer would remain consistent with allowed density as set by the current zoning and master plan of the overall Red Hawk Ranch properties.*

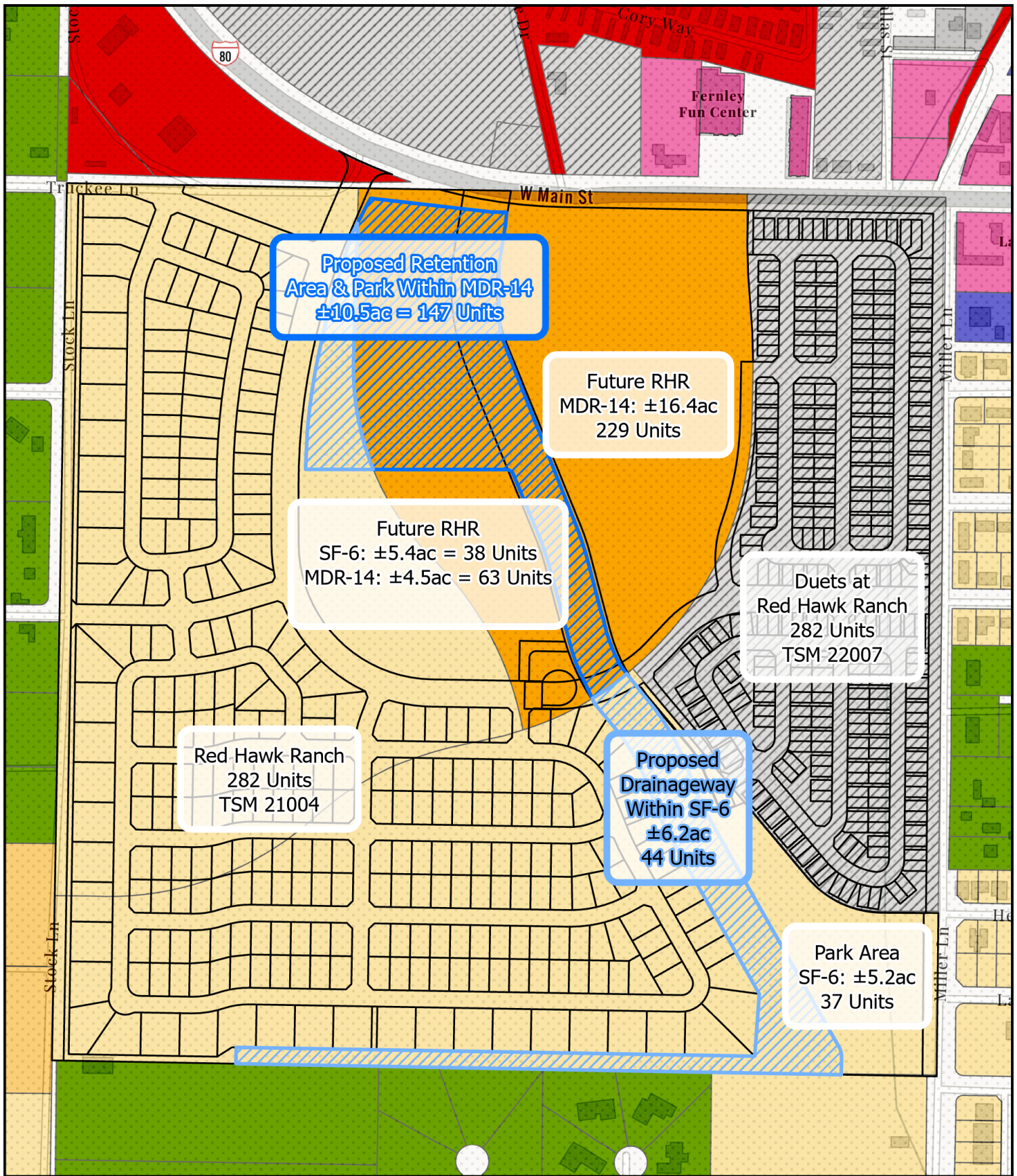
4) The proposed development agreement will not be detrimental to or cause adverse effects to adjacent property owners, residents, or the general public, and conditions must be included to address the completion or phasing of improvements as well as provisions to address abandonment of the project. Conditions and assurance measures shall address dust control, vandalism, weed control, traffic, community blight, safety and maintenance issues resulting in the case of partial development or abandonment. All such conditions and assurance measures shall match the duration of the development agreement.

Response: *The Red Hawk Ranch development agreement has been designed to reduce and mitigate any effects to adjacent residents and property owners. Any conditions agreed upon with the applicant and the governing bodies will be integrated into future development plans as required by the original development agreement. The added elements will provide additional benefits for the surrounding areas as described below in Finding #5 responses.*

- 5) The proposed development agreement provides clear and substantial benefit to the residents of the city.

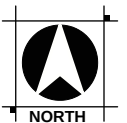
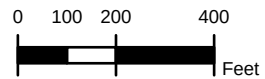
Response: *The proposed development agreement amendment provides the following benefits to the residents of Fernley:*

- ❖ Incorporate both property owners in the agreement
Benefit: *Adding both property owners to the development agreement will allow all 161 acres including all the off-site improvements to be implemented as a single project opposed to segmented improvements. The joint effort will also help expedite off-site improvements.*
- ❖ Extend the active Tentative Subdivision Maps (TSM) for a period of 10 years to 12/31/2032
Benefit: *Both tentative maps include conditions for off-site improvements that will greatly benefit surrounding neighborhoods. The time extension will allow the developers more time to setup the needed SAD and project funding to move these improvements forward.*
- ❖ Establish the framework for the Red Hawk Ranch Special Assessment District (SAD) to include: Offsite roadway and associated improvements, Off-site sewer and other utility connections, Backbone roadways and utilities, Mass grading for the overall site including drainage channel and retention basin, and Community park improvements.
Benefit: *The backbone infrastructure required for the project is expected to exceed \$14 million, which is a substantial cost and has delayed the project from starting. The DA amendment will allow both property owners to work together with the City of Fernley on establishing an SAD to finance these improvements which will provide major benefits for the surrounding communities. The SAD will also allow Red Hawk Ranch to move forward providing much needed housing for Fernley while also enhancing the western gateway to Main Street. Establishing the SAD framework through the DA amendment is the first step in the process.*
- ❖ Allow the density, ±191 units, that is encompassed by the drainage channel and retention basin to be shifted to other areas within the Red Hawk Ranch property.
Benefit: *The retention basin and drainage channel will provide a major flood mitigation project for the surrounding area. The necessary drainage improvements were much larger than originally anticipated. Gaining back the lost units will help offset the cost of the backbone infrastructure and drainage improvements while also adding much needed housing to support Fernley's employment growth. The units were already allowed based on the underlying zoning, the request is simply to shift the units to developable areas.*
- ❖ Shift the proposed Community Park from the southeast corner of Red Hawk Ranch to the retention basin to provide a larger community amenity.
Benefit: *The retention basin is much larger than originally anticipated. Opposed to leaving that as a large 10+ acre open area, the developer is proposing to shift the 5-acre park originally planned for the southeast corner along Miller Lane to the retention basin to provide a larger community amenity. Shifting the park will enhance the retention basin with landscaping and a community amenity, while also increasing the size of the park providing opportunity for sports fields or other larger community amenities.*



UNIT ALLOCATION
RED HAWK RANCH
FERNLEY, NV
JULY 2025

Zoning		Split Zoning
 C1 - Neighborhood Commercial	 RR1 - Rural Residential (1 acre)	 Split Zoning
 C2 - General Commercial	 RR5 - Rural Residential (5-acre)	 MDR 14
 I - Industrial	 SF6 - Single Family (6,000 sf)	
 MF30 - Multiple Family (30 du/ac)		





W. MAIN ST.

PROPOSED BASIN
PARK BOUNDARY
~12.65 AC

TURF WITHIN BASIN CAN SUPPORT THREE
(3) MULTI-USE FIELDS SIZED FOR HIGH
SCHOOL COMPETITION (330' x 195')

TURF CAN BE RESTRIPTED TO ALSO
SUPPORT EITHER:
(1) CHAMPIONSHIP FIELD (360' x 225')
or
(6) YOUTH FIELDS (210' x 135')

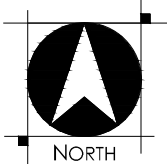
OPTIONAL PLAYGROUND
(1) PLAY STRUCTURE
(2) SWINGSETS

PARKING
(~200 STALLS)

FUTURE
DEVELOPMENT
(~ 16.6 AC)

FUTURE
DEVELOPMENT
(~ 7.3 AC)

CURRENT PROPOSED
PARK LOCATION
(~ 5.5 AC)



SCALE: 1" = 200'

BASIN PARK - AMENITY LAYOUT
REDHAWK RANCH
FERNLEY, NEVADA | APRIL 14, 2025

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
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CITY OF FERNLEY
RESOLUTION # 25-005

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FERNLEY
ESTABLISHING GUIDELINES AND PROCEDURES FOR THE CREATION OF
PRIVATE PROPERTY OWNER-REQUESTED SPECIAL ASSESSMENT DISTRICTS
PURSUANT TO NRS CHAPTER 271**

WHEREAS, the City of Fernley (the “City”) is empowered under the Consolidated Local Improvements Law, Nevada Revised Statutes (NRS) Chapter 271, including NRS 271.325 and NRS 271.700 through 271.730, to create Special Assessment Districts (“SADs”) for the purpose of acquiring, improving, equipping, operating, or maintaining certain public improvements; and

WHEREAS, the City recognizes that SADs provide an important financing mechanism for the construction of public infrastructure benefiting one or more properties being developed for residential, commercial, or industrial use; and

WHEREAS, the City desires to provide a clear framework for private property owners to request the creation of SADs and to ensure that such districts are created in a financially sound, environmentally responsible, and administratively efficient manner; and

WHEREAS, the City Council has reviewed and considered comprehensive guidelines governing the formation, financing, and operation of such SADs;

NOW THEREFORE, BE IT RESOLVED, by the City of Fernley, Nevada, City Council as follows:

Section 1. Purpose

The purpose of this Resolution is to adopt the City of Fernley Guidelines for Private Property Owner-Requested Special Assessment Districts (the “Guidelines”) and to formally establish the City’s process for receiving, evaluating, approving, and administering SADs initiated by petition under NRS Chapter 271.

Section 2. Adoption of Guidelines

The City Council hereby adopts the Guidelines attached hereto as **Exhibit A**, titled “**City of Fernley Guidelines for Private Property Owner-Requested Special Assessment Districts.**” These Guidelines establish the minimum legal, financial, environmental, and procedural criteria for SAD formation and shall govern all such private owner-initiated requests unless otherwise waived by the City Council as provided herein.

Section 3. Authority

This Resolution is adopted pursuant to NRS 271.325, which authorizes municipalities to create special assessment districts and enter into contracts with persons or developers

for infrastructure improvements that benefit new development, and to finance such improvements through the issuance of bonds and levy of assessments.

Section 4. Eligibility and Limitations

- Improvements must be public in nature and constructed to City standards;
- Only infrastructure ultimately owned or maintained by the City, or by agreement with another political subdivision, may be financed;
- Stand-alone districts shall generally involve no less than \$10,000,000 in bond issuance;
- Projects must show a minimum property benefit equal to the assessments levied; and
- All environmental and development conditions specified in the Guidelines must be met unless otherwise waived by the City Council as provided herein.

Section 5. Bond Issuance and Security

All SAD bonds shall be:

- Secured by assessment liens on the benefited property;
- Issued only upon satisfaction of minimum value-to-lien and security requirements;
- Structured to exclude any pledge of the City's general fund or taxing power;
- Sold only with evidence of marketability through underwriter commitment; and
- Structured not to exceed 30-year terms with reserve and disclosure requirements as detailed in the Guidelines.

Section 6. City Council Discretion

The City Council retains full discretion to:

- Waive or modify specific requirements of the Guidelines upon finding that such waiver is in the City's best interest;
- Approve or deny SAD applications based on staff and consultant review; and
- Require additional security, reporting, or documentation where necessary to protect the City's financial or operational interests.

Section 7. Procedure

The process for requesting formation of an SAD shall include:

1. A pre-application meeting with City staff;

2. Submission of a petition signed by all owners of record in the proposed district;
3. Submittal of an application demonstrating full compliance with the Guidelines;
4. Approval by the City Council to proceed with negotiations and formation;
5. Posting of financial security by the Property Owner for all preliminary and non-reimbursable costs.

Section 8. Effective Date

This Resolution shall become effective immediately upon its adoption.

ADOPTED this 4th day of June 2025 by the City of Fernley, Nevada City Council.

Aye: 5 Nay: 0 Abstention: 0 Absent: 0

FERNLEY CITY COUNCIL

By: Neal E. McIntyre Date: 6/4/2025
Neal E. McIntyre, Mayor

Attest: By: Kim Swanson Date: 6/4/2025
Kim Swanson, City Clerk

CITY OF FERNLEY
GUIDELINES FOR PRIVATE PROPERTY OWNER-REQUESTED
SPECIAL ASSESSMENT DISTRICTS

Pursuant to Nevada Revised Statutes (NRS), 271.700 through 271.730, The City of Fernley (the "City") is authorized under NRS 271.325 to create a district and order a project as defined under NRS 271.265 to be acquired or improved and may contract with a person (or developer) to construct or improve a project that benefits new development and issue bonds or otherwise finance the cost of the project and levy assessments. The purpose of these guidelines is to set forth the circumstances under which the City will consider this type of financing for infrastructure projects involving one or a small number of private property owners (referred to herein as "Property Owner") who intend on developing their property for commercial, industrial, residential or other beneficial use. Notwithstanding any other provision herein, these guidelines do not apply if the SAD (as defined below) is initiated by the provisional order method on the recommendation of the City Manager. The City Council reserves the right, on a case-by-case basis, to approve additional requirements or to waive specific requirements listed herein. Such additional or waived requirements shall be noted in the approval of any petition, together with a finding that the deviation from this policy is in the best interest of the City.

I. ELIGIBLE IMPROVEMENTS

A. Local Improvements

Through the "Consolidated Local Improvement Law" (Chapter 271 of the Nevada Revised Statutes), counties, cities, and towns are authorized to form special improvement districts (referred to herein as an "SAD") for the purpose of acquiring, improving, equipping, operating, and maintaining specific projects within the municipality. Projects include improvements such as street pavement, curb and gutter, sidewalk, streetlights, driveways, sewer and water facilities, etc. Such local improvement districts are generally formed to provide a source of funding for the construction and/or maintenance of eligible improvements within the City.

B. Public Ownership Requirements

Only publicly owned infrastructure for which the City is ultimately responsible or for which the City has entered into a cooperative agreement with another political subdivision is eligible for financing. Privately-owned improvements, such as electric, gas, and cable television improvements, streets or roads that are not dedicated to the City, and private portions of other improvements, such as sewer service lines from the property lines to the home or other structure, are not eligible for financing. Construction and improvements must be constructed in accordance with the City's standards and will only be accepted upon proper dedication of right-of-way and approval of said infrastructure improvements. Further, NRS Chapter 338.010 to 338.090, inclusive, applies to the public improvements.

C. Benefit

The improvements proposed to be constructed must benefit the property assessed (pre-appraisal value) by an amount at least equal to the amount of the assessments.

II. LIMITATIONS RELATED TO IMPROVEMENTS

A. Size

Generally, the City will not consider stand-alone assessment districts which involve less than \$10,000,000 in bonds.

III. ENVIRONMENTAL MATTERS

A Phase I environmental assessment (hazardous waste assessment) shall be performed on the property to be assessed, property on which the improvements are to be located, and any property to be dedicated to the City. Such Phase I environmental assessment must be provided to the City as part of the application for the SAD. Each Property Owner must also provide the City with an indemnification agreement in a form acceptable to the City, promising to indemnify the City (see example in Section VII. SAD application) for any and all liability and/or costs associated with any environmental hazards located on property assessed, property on which improvements financed with the assessment district are proposed to be located, or on any property dedicated to the City. In instances where there is other compelling evidence of environmental contamination, the Property Owner will be required to perform the environmental clean-up. Hazardous material mitigation will not be a reimbursable cost. If required by the City, the Property Owner shall perform a Phase II environmental assessment.

IV. DEVELOPMENT

A. Property Owner Experience and Financial Information

The Property Owner must demonstrate to the City that it has the expertise and financial resources to develop the property involved in the assessment district or has the expertise, resources and ability to complete the project for which the assessments are to be levied. To demonstrate its ability to develop, the Property Owner shall furnish the City with the following:

- Financial statements for the last three years (last two years audited) or third-party compilation as defined by the American Institute of Certified Public Accountants;
- List of prior developments of similar or larger size which the Property Owner has completed;
- List of references consisting of the names of officials of other political subdivisions in which the Property Owner has completed similar or larger size developments; and
- Evidence that the Property Owner has the financing to proceed with the development. (This evidence could consist of a commitment letter from a bank or other financial institution or other evidence that the Property Owner has

sufficient resources in its bank accounts and other investments to commence and complete development.)

B. Land Uses

The proposed development must be consistent with the City's Comprehensive Master Plan, City Zoning, and City Capital Improvement Program. The property owner must demonstrate that it reasonably expects to obtain all required discretionary development permits in sufficient time to complete the development as proposed.

C. Preliminary Title Report

A preliminary title report will be required to determine ownership of the impacted parcels as well as any lien, easement, judgment, etc., against the property.

D. Sewer Capacity

Connection to a public sewage treatment plant is required. The Property Owner must provide a "will serve" or similar commitment from the entity providing sewer service to the development stating that sufficient capacity has been reserved and is in existence or will be constructed concurrently with the subject development.

E. Other Permits

The Property Owner must provide to the City a status report of all other permitting processes required for the development of the property, including but not limited to historic preservation, wetlands, archeological, geological, etc. The City may deny any proposal based on an unsatisfactory report.

F. Water and Other Utilities

The Property Owner must provide letters from each entity that will provide utility (e.g., electricity, gas, telephone/internet) services to the development, if applicable, stating that capacity is then in existence or otherwise to be made available for the portions of the development to be assessed, in a sufficient quantity for the development to proceed to completion as proposed. With respect to water, the Property Owner must provide the City with information and documentation satisfactory to the City as to the availability of water for the development, if applicable.

V. ASSESSMENT BONDS AND BOND SECURITY

A. Primary Security

The primary security for bonds will be the assessment lien on the land proposed to be assessed. The Property Owner must demonstrate to the City that there is no significant financial risk to the City in issuing the Bonds. Property Owner's guarantee of payment of the assessment will be required unless a letter of credit or bond insurance policy is

provided guaranteeing payment of the bonds or unless either the appraisal indicates that the value of the property and other security pledged to the bonds is at least three and one-half (3.5) times the amount of the bonds proposed to be issued. If guarantees are required, they will be released with respect to any parcel that has been improved in any manner if the appraised value (as determined by an appraiser acceptable to the City) of the parcel is four or more times the amount of the unpaid assessment on such parcel or on which a substantial improvement, such as a commercial building, has been completed if the parcel has a size of two acres or less. The proposed security ratio shall not be reduced but may be increased for additional security.

B. Appraisal: Value to Lien Ratio

The Property Owner must provide the City with funds with which to have an expert prepare an appraisal. The appraiser will be selected by and contracted with the City. The City will require that an appraisal of the property that will be assessed indicate that the appraised value of the property "as is" (prior to further subdivision and without considering the installation of the improvements) is at least one and one-half (1.5) times the amount of the bonds proposed to be issued, and that the value of each parcel to be assessed after improvements financed with the assessment bonds are installed is at least three and one-half (3.5) times the amount of the proposed assessment against that parcel. These proposed value-to-lien ratios shall not be reduced but may be increased for additional security.

C. Absorption Study

The Property Owner must provide the City with funds to have an expert to prepare an absorption study, if applicable. The City shall select and contract with the expert who is to prepare this study illustrating the economic feasibility of the project based upon supply and demand trends and estimated conditions in the market area for the proposed product mix.

D. No Pledge of General Fund or Taxing Power

The City will not pledge its general fund, surplus and deficiency fund (if any) or taxing power to bonds issued to finance project improvements.

E. Bond Underwriting Commitment

The Property Owner must demonstrate to the City, and the City's financial advisor, that bonds proposed to be issued for the financing are saleable. Prior to the time the City commences work on the assessment district, the Property Owner must provide the City with a letter from a reputable underwriter or bond buyer, acceptable to the City, which states that the underwriter believes the bonds are marketable at a fixed interest rate acceptable to the Property Owner based on the prevailing market conditions, that it is willing to contract with the City to underwrite the bonds on a best efforts basis or that the bond buyer intends to acquire the bonds at a fixed interest rate which the bond

buyer and the Property Owner agree is acceptable and that it is willing to contract with the City to so acquire the bonds.

F. Bond Reserves

Interest accrued on the bond proceeds shall be held by the City in a debt service reserve fund.

G. Bond Terms

The term of the fixed-rate bonds shall not exceed thirty (30) years. The City will allow not more than two years of interest or the maximum permitted under federal tax laws, whichever is less, to be capitalized.

H. Additional Security

The Property Owner must demonstrate, to the satisfaction of the City, that there is no significant financial risk to the City in issuing the bonds. The determination of no significant financial risk will be determined by the City Council based upon a recommendation of the City Manager. If the City determines that it is not adequately protected by the security described in subsections A, B, and E of this Section V, the City may require additional security as it deems necessary.

I. Consultants

The City will permit the Property Owner to choose the consulting engineers and underwriter, provided that the entities chosen are acceptable to the City. The payment of all fees and expenses of these consultants shall be the responsibility of the Property Owner; however, these consultants will be responsible to and will act as consultants to and on behalf of the City in connection with the SAD. The City will select the bond counsel and financial advisor to be used in the issuance of the bonds.

J. Expenses

The Property Owner is responsible for all of the costs of the project prior to the time bonds are issued, including the costs of consulting engineers, assessment engineers, project management engineers, underwriters, the City's financial consultant, the City's bond counsel, the City's direct staff time set by an hourly rate or formula, the cost of preparing the appraisal, the absorption study, the environmental review and other matters listed above. These items will be eligible for reimbursement from bond proceeds if the bonds are ultimately issued; however, the Property Owner must agree to pay these costs even if bonds are not issued. At the time of application, the City will provide an estimate for these expenses in order to enable the Property Owner to more precisely anticipate costs associated with the process.

K. Project Acquisition.

The City will acquire completed projects after final inspection by the City, and audit by the City Public Works Department and City staff, and acceptance by the City Council. Unless approved by the City Manager, the City will only acquire discrete complete projects whose cost, together with the cost of other complete discrete projects being acquired at the same time, is \$250,000 (two hundred fifty thousand dollars) or more.

Disbursement of bond proceeds will be governed by a financing agreement between the Property Owners and the City.

Consistent with the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Property Owner must demonstrate that it reasonably expects to submit reimbursable costs to the City, pursuant to the provisions of the financing agreement to be entered into by the Property Owner and the City, as will permit the City to expend not less than 85% of the net sale proceeds of any bonds issued to finance the SAD (or any portion thereof) within three years of the date of issuance of such bonds.

L. Cost Overruns

The Property Owner must agree to fund all project costs that exceed the amount available from the proceeds of the bonds issued for the project. The City will not commit to issuing additional bonds or otherwise provide funding for any such cost overruns.

M. Continuing Disclosure Reports

The Property Owner will prepare and distribute, at their own expense, reports associated with SEC Rule 15(c)2-12.

VI. PROCEDURE

A. Pre-Application Meeting

Initially, the Property Owner shall schedule a meeting with such representatives of the City as are designated by the City Manager to review the proposed development to discuss whether the development is one that may be eligible for financing under these guidelines.

B. Application

If the Property Owner decides to proceed after the initial meeting, the Property Owner and all owners of record of property in the proposed district must sign a petition for the district and file the petition and an application that contains sufficient information and exhibits to demonstrate that the proposed district will comply with all parts of these guidelines. The petition and application must be filed with the City Manager's office.

C. City Council Approval

If the application satisfies all sections of these guidelines, an item will be placed on the City Council agenda authorizing negotiations with respect to the proposed project. If this item is approved by the City Council, it is anticipated that staff will be authorized to begin negotiating the particulars of the financing with the Property Owner and other appropriate parties.

D. Security for Costs

Prior to entering negotiations, the Property Owner must post cash, a letter of credit, surety bond, or other acceptable form of security that the City Manager deems sufficient for payment of the costs described above.

VII. SPECIAL ASSESSMENT DISTRICT APPLICATION

Application Information — The following information needs to be supplied as part of the Application.

- A. Contact information
 - a. Applicant Name (if other than sole proprietor, please include individual contact name and information)
 - b. Applicant Physical Address/Mailing Address
 - c. Applicant Phone Number
 - d. Applicant E-mail Address
 - e. Date of Application
- B. Previous Special Assessment District experience, previous project description
 - a. Allocating Agency (Issuer of the previous SAD bonds, if not the City of Fernley) SAD Amount
 - b. Land Value
 - c. Date of SAD origination
 - d. Date of SAD Bond Sale/Placement
 - e. Development Team Information (Names/Phone Numbers/E-mail Addresses) Developer
- C. Contractor management Company Consultant
 - a. Attorney CPA
 - b. Appraiser
- D. Financial statements for the last three years (last two years audited) or third party compilation as defined by the American Institute of Certified Public Accountants
- E. Project Identification Site Information
 - a. Address (street, zip code) Parcel Number Approximate size in acres
 - b. Type of project (sewer, streets, sidewalks, etc.)
 - c. Zoning
 - d. If not properly zoned, is site currently in the process of rezoning? When will the zoning issue be resolved?
 - e. Date of transfer to the City (estimate). Appraisal, if available.
 - f. Phase I Environmental Assessment
 - g. Absorption Study, which shall, at a minimum, indicate the economic feasibility of the project based on supply and demand trends and estimated conditions in the market area for the proposed product mix.
- F. Discussion of the ability to make assessment payments if property develops slower than anticipated.
- G. Ownership Information
 - a. Parcel No. with Owner Name and Contact Address/Phone Name(s) of vested owner on Preliminary Title Report.

H. Source of Funds

- a. Construction Financing (by source-must include all sources)
- b. Provider's Name
- c. Provider's Address (physical and mailing) Contact Person (Name, telephone, fax, and email)
- d. Financing Source (Bond financing, Conventional, Non-Recourse, Owner Equity, Private, Other) Finance Type (Balloon Loan, Credit Enhancement, Deferred Loan, Forgivable Loan, Amortizing Loan, Other)
- e. Commitment Date Principal Amount Interest Rate
- f. Percentage of Construction Funding Underwriter Information
- g. Expected Fixed Interest Rate Underwriter's Name
- h. Underwriter's Address (physical and mailing) Underwriter Contact (Name, telephone, fax and e-mail) Finance Source (Bond financing, Other)
- i. Commitment Date Principal Amount Term in Years
- j. Type of Amortization Payment Frequency
- k. Amortization beginning in year

I. Potential Costs and Uses

- a. Land Buildings Construction Costs
- b. Professional Fees Interim Costs
- c. Permanent Financing Costs City Staff Costs
- d. Soft costs (feasibility, market, environmental, compliance, appraisal, survey, other)
- e. Number of subdivided parcels
- f. Anticipated sales dates Anticipated sales costs
- g. Administration costs (accounting, advertising, legal, management fees, taxes other)

J. Proposed Project Time Schedule (Build-Out Time frame required)

The City reserves the right to request additional information. The Applicant is required to make their best efforts to deliver the requested information.

K. Indemnification Certification

Sample:

The Property Owner (herein "Applicant"), _____ agrees to indemnify and hold harmless the City of Fernley, its officers, and employees against any and all losses, claims, damages, or liability to which the City, its officers, and employees may become subject under any law in connection with the issuance and sale of the Bonds and the carrying out of the transactions contemplated by the [name of applicable agreement], and to reimburse the City, its officers, and employees, for any out-of-pocket legal and other expenses (including reasonable counsel fees) incurred by the City, its officers, and employees, in connection with investigating any such losses, claims, damages, or liabilities or in connection with defending any actions relating thereto. The Applicant further agrees to indemnify the City and its officers and employees for any and all liability and/or costs associated with any environmental hazards located on the property assessed, property on which improvements financed with the assessment district are proposed to be located, or on any property dedicated to the City.

The City agrees, at the Applicant's request and expense, to cooperate in the investigation in defense of any claims, threatened litigation, and litigation and, upon the Applicant's request, to assert any and all rights, privileges, and defenses identified by the Applicant that may be available to the City's determination that such assertion is reasonable and warranted under the facts and circumstances.

PLEASE READ THE FOLLOWING IMPORTANT PARAGRAPHS AND ACKNOWLEDGE YOUR UNDERSTANDING BY INITIALING ALL APPLICABLE PARAGRAPHS

This application is for bond financing; the undersigned is responsible for ensuring that the project complies or will comply with the requirements of all City, State, and Federal Laws. The undersigned agrees to indemnify and save and hold the City of Fernley, its agents, officers, and employees harmless against all losses, costs, damages, expenses, and liabilities, whatsoever the nature and kind (including, but not limited to, attorney's fees, litigation and court costs, amounts paid in settlement, and amounts paid to satisfy a judgment) directly or indirectly resulting from, arising out of or related to acceptance, consideration and approval or disapproval of this application for bond financing.

Initial here_____

In all cases, the undersigned acknowledges and agrees that the project will be regulated in accordance with the terms of these guidelines and the agreement between the property Owner (Applicant) and the City of Fernley.

Initial here_____

The undersigned further acknowledges that the application becomes a matter of public record upon submission to the City of Fernley, its agents, officers, and/or employees.

Initial here_____

THE UNDERSIGNED, BEING DULY SWORN AND UNDER PENALTY OF PERJURY, HEREBY REPRESENTS AND CERTIFIES THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS APPLICATION ON BEHALF OF THE PROJECT SPONSOR AND THAT THE FOREGOING INFORMATION, TO THE BEST OF HIS/HER KNOWLEDGE, IS TRUE, COMPLETE AND ACCURATELY DESCRIBES THE PROPOSED PROJECT.

IN WITNESS HEREOF, the project sponsor has caused this document to be duly executed in its name on this day of _____.

Project Name:

Project Sponsor:

Authorized Agents Name:

Title:

Signature: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 1, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Alisa Johansson

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Receive/File

AGENDA ITEM:

Discussion and Possible Action. Introduction and first reading of a Zoning Map Amendment (ZMA25001) request from Wood Rodgers, Inc. on behalf of Genica Clover Ranch, LLC, rezoning six (6) parcels containing approximately 24.72 acres from RR½ (Rural Residential, ½-acre minimum) and RR5 (Rural Residential, 5-acre minimum) to SF6 (Single Family, 6000-square foot minimum) generally located between Farm District Road to the south, Langdon Street to the north, Winnie Lane to the west, and Nevada Pacific Boulevard to the east (APNs 021-331-15, -19, -20, -22, -29, and -38).

AGENDA ITEM BRIEF:

An application to rezone six (6) parcels containing approximately 24.72 acres from Rural Residential (RR5 and RR½) to SF6 (Single Family, 6,000-square foot minimum). This item was continued at the August 13th Planning Commission meeting. At the September 10th Planning Commission meeting, a motion to recommend approval of this action, and the related tentative subdivision map (TSM25001), failed 2-3-1 (approve-deny-abstain). Procedurally, this results in a recommendation of denial.

RECOMMENDED MOTION:

None.

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:

None.

BACKGROUND:

Site & Vicinity

Generally located between Farm District Road to the south, Langdon Street to the north, Winnie Lane to the west and Nevada Pacific Boulevard to the east, the site comprises 24.72 acres and is split-zoned. Five of the subject parcels are zoned RR½ with one parcel (021-331-15) zoned RR5. Abutting sites are zoned RR5, RR½, and SF20 (Single Family, 20,000-square foot minimum). The underlying Comprehensive Master Plan Land Use across all parcels and in the immediate vicinity is Single Family Residential (SFR). The surrounding context to the east, west, and south is characterized by large-lot residential development consisting of single-family residences on parcels ranging in size from 1.12 acres to over 5 acres. Denser residential developments are present to the immediate north, where single-family lot sizes range from 7,500 square feet to 12,000 square feet along the perimeters of the subdivisions. Staff notes that these subdivisions were approved before the City adopted development standards pertaining to adjacency and no meaningful buffers or transition are present. Largely vacant, the site's topography is gently sloped, ascending roughly ten feet in elevation from northwest to east-southeast. Vegetation largely consists of scrub grasses and small native shrubs. Trees are present and proposed to be removed along the east and west boundaries of the site where private irrigation ditches demarcate the site.

Analysis: Zoning Map Amendment

Zoning map amendments are committed to the City Council's legislative discretion. A zoning map amendment may be approved when the following findings can be made.

1. Consistent with the city's master plan and otherwise consistent with state and federal law.

The underlying Comprehensive Master Plan Land Use for the site is Single Family Residential (SFR). The corresponding zoning districts associated with this land use are the Single Family (SF) zoning districts, with minimum lot sizes ranging from 6,000 to 20,000 square feet. The requested zoning district of SF6 (Single Family, 6,000-square foot minimum) is consistent with this Master Plan land use.

Furthermore, the Comprehensive Plan goals and action strategies directly supported by this requested zone change are:

HP.1.1 - Enhance Fernley's vitality as a community by providing a variety of housing types, density and costs that accommodate the needs, desires and financial abilities of the current and future households.

If approved, the proposed zoning map amendment will increase the available maximum density on the site from approximately 39 units to approximately 179 units. Although the current proposal does not seek to achieve this maximum density, once constructed, the proposed smaller lot sizes still provide a more affordable alternative to large-lot developments, thereby adding to the variety of housing stock available in the City.

HP.1.2 - Encourage housing that supports sustainable development patterns by promoting the efficient use of land, conservation of natural resources, easy access to services and public facilities such as parks, and resource efficient design and construction.

If approved, the requested zoning map amendment would facilitate housing development within the established City core where easy access to services and public facilities is available. By concentrating development on undeveloped or underdeveloped land in this part of the City, conservation of land and resources in the more

remote portions of the City can be realized.

LU.1.1 - Encourage and plan for new development in areas where adequate public services and facilities can be provided efficiently.

Centrally located, the project site has easy access to utility infrastructure within adjoining or nearby developments. This allows efficient extension of infrastructure to the project site. Public services and facilities, such as an established roadway network, a fire station, schools, and recreational opportunities already serve neighboring developments, ensuring efficient access for the project's future residents.

LU.1.2 - Encourage new development to be in accordance with the Comprehensive Master Plan land use category.

The proposed zoning designation of SF6 is consistent with the site's mapped Comprehensive Master Plan land use category of Single Family Residential. If the zoning map amendment request is approved, future development of the site would inherently be in conformance with the Comprehensive Master Plan land use category.

LU.1.4 - Ensure existing and future land uses are compatible

The proposed project will consist of single-family residential development. This land use is compatible with existing established residential land uses in the vicinity. Further compatibility will be achieved through application of adjacency standards to provide appropriate transition between adjoining large-lot developments and the subject project.

LU.1.5 - Promote infill development

The project is considered infill development as defined by the City: vacant land surrounded by existing development served by public services and infrastructure.

2. Consistent with the surrounding land uses.

Surrounding parcels in the immediate vicinity are mapped Single Family Residential (SFR) in the City's Comprehensive Master Plan. The requested zoning district is consistent with this land use designation. Existing land uses in the vicinity are predominantly residential—the only exception to this pattern being a pre-school established on an adjoining lot zoned SF20 (Single Family, 20,000-square foot minimum). If approved, the requested zoning district of SF6 would allow a limited range of residential uses, including single-family detached dwellings and accessory uses. These land uses would be compatible with the established land uses in the vicinity.

3. 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 at the August 13th Planning Commission meeting. The item was continued and an additional public hearing was held at the September 10th Planning Commission meeting. These public hearings were noticed on July 28, 2025 via US Mail to all property owners within 300' of the site, to all manufactured home residents in manufactured home parks within 300' of the site, and to all owners, residents, and applicants for the proposed action. Legal notice was also published in the Reno-Gazette Journal on July 29, 2025. A noticed public hearing for adoption of the proposed bill will be held at the October 15th City Council meeting.

RELEVANT LAWS, STATUTES, AND REGULATIONS:General References

Nevada Revised Statutes (NRS) Chapter 278 – Planning and Zoning
Fernley Municipal Code (FMC) Title 32 – Development Code
City of Fernley Comprehensive Master Plan

Specific References

NRS 278.260 – Determination, establishment, enforcement and amendment of zoning regulations

FMC 32.03.040(e) – Zoning map amendments (rezoning)

FMC 32.06.060 – General rural (GR20) and residential rural (RR5, RR1, and RR½)

FMC 32.06.070 – Residential – Single-family (SF20, SF12, SF9, SF6)

FINANCIAL IMPLICATIONS:

None.

ATTACHMENTS:

1. Exhibit 1 - Bill 365
2. Exhibit 2 - Land Use and Zoning Maps
3. Exhibit 3 - Project Narrative - Applicant

When recorded, mail to:
City Clerk
City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408

**BILL #365
CITY OF FERNLEY
ORDINANCE # _____**

A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH CASE NUMBER ZMA25001, TO CHANGE THE ZONING OF A ±24.72-ACRE SITE COMPRISED OF SIX (6) PARCELS GNERALLY LOCATED BETWEEN FARM DISTRICT ROAD, WESTWARD LANE, LANGDON STREET, AND WINNIE LANE FROM RR5 (RURAL RESIDENTIAL, 5-ACRE MINIMUM) AND RR½ (RURAL RESIDENTIAL, ONE-HALF-ACRE MINIMUM) TO SF6 (SINGLE-FAMILY RESIDENTIAL, 6,000-SQUARE FOOT MINIMUM) (APNS 021-331-15, -19, -20, -22, -29, AND -38)

THE CITY COUNCIL OF THE CITY OF FERNLEY, hereinafter “the Council”, DO HEREBY ORDAIN:

Section 1: The zoning of that certain real property totaling ±24.72 acres, more or less, situated in the City of Fernley, Nevada, and owned by Genica Clover Ranch, LLC and Shawna Tibbals, being more particularly described on Exhibit “A” attached hereto and depicted on “Exhibit B” attached hereto is hereby reclassified from RR5 (Rural Residential, 5-acre minimum) and RR½ (Rural Residential, ½-acre minimum) to SF6 (Single-Family Residential, 6,000-square foot minimum).

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 to this ordinance as provided by law and to record the pan certified herein 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 public health, safety, welfare, and convenience.

Section 6: If any subsection, phrase, sentence, or portion of this section 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 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 #365 BEING HEREBY PROPOSED this 1st day of October 2025.

BILL #365 BEING HEREBY PASSED, APPROVED, AND ADOPTED this 15th day of October 2025, by the following vote of the Council:

Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

FERNLEY CITY COUNCIL

By: _____ Date: _____
Neal E. McIntyre, Mayor

Attest By: _____
Kimberly Swanson, City Clerk

Date: _____

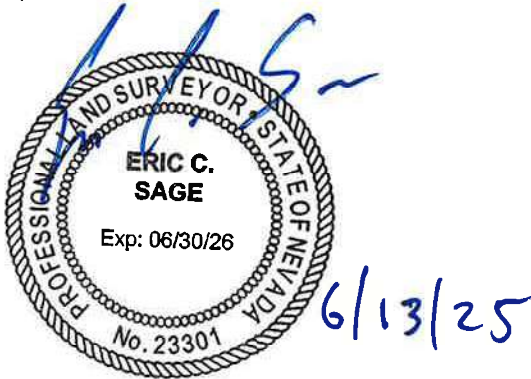
**LEGAL DESCRIPTION
CHAPARRAL ESTATES
TENTATIVE MAP BOUNDARY**

All that certain real property situate within the Northwest One-Quarter (NW 1/4) of Section 20, Township 20 North, Range 25 East, M.D.M., City of Fernley, County of Lyon, State of Nevada, being more particularly described as follows:

BEING Parcel 3 per Parcel Map File No. 100090 recorded June 11, 1986, Parcel 1, Parcel 3, and Parcel 4 per Parcel Map File No. 105269 recorded February 3, 1987, Parcel 2-A per Parcel Map File No. 142350 recorded June 25, 1991, and Parcel 2-B-1 per Boundary Line Adjustment Quitclaim Deed Document No. 554364 and shown on Record of Survey Document No. 554363 both recorded August 22, 2016, all of the above in the Official Records of Lyon County, State of Nevada.

APNs: 021-331-15, 021-331-19, 021-331-20, 021-331-22, 021-331-29, & 021-331-38

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502
(775) 823-4068

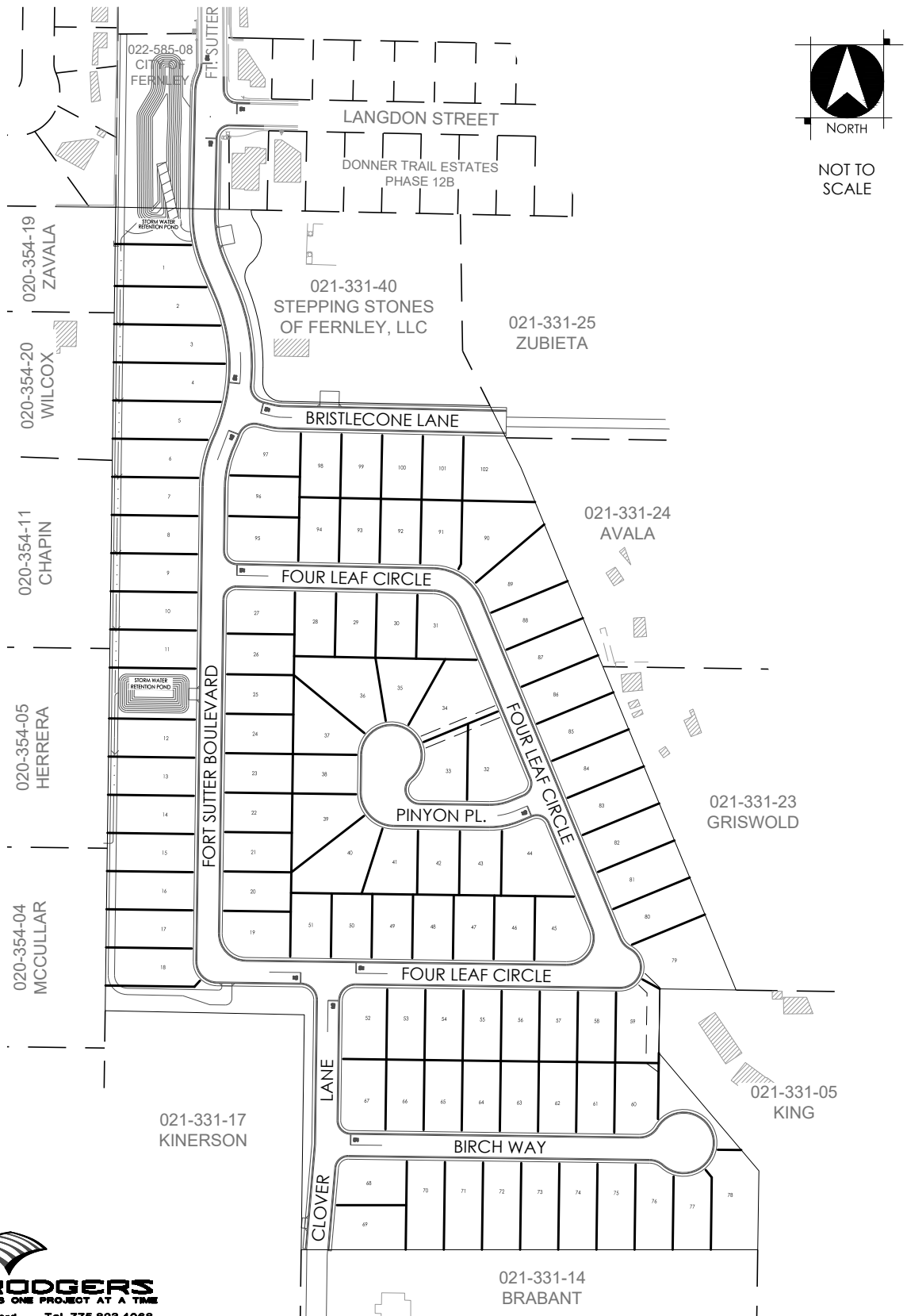


Eric C. Sage, P.L.S.
Nevada Certificate No. 23301

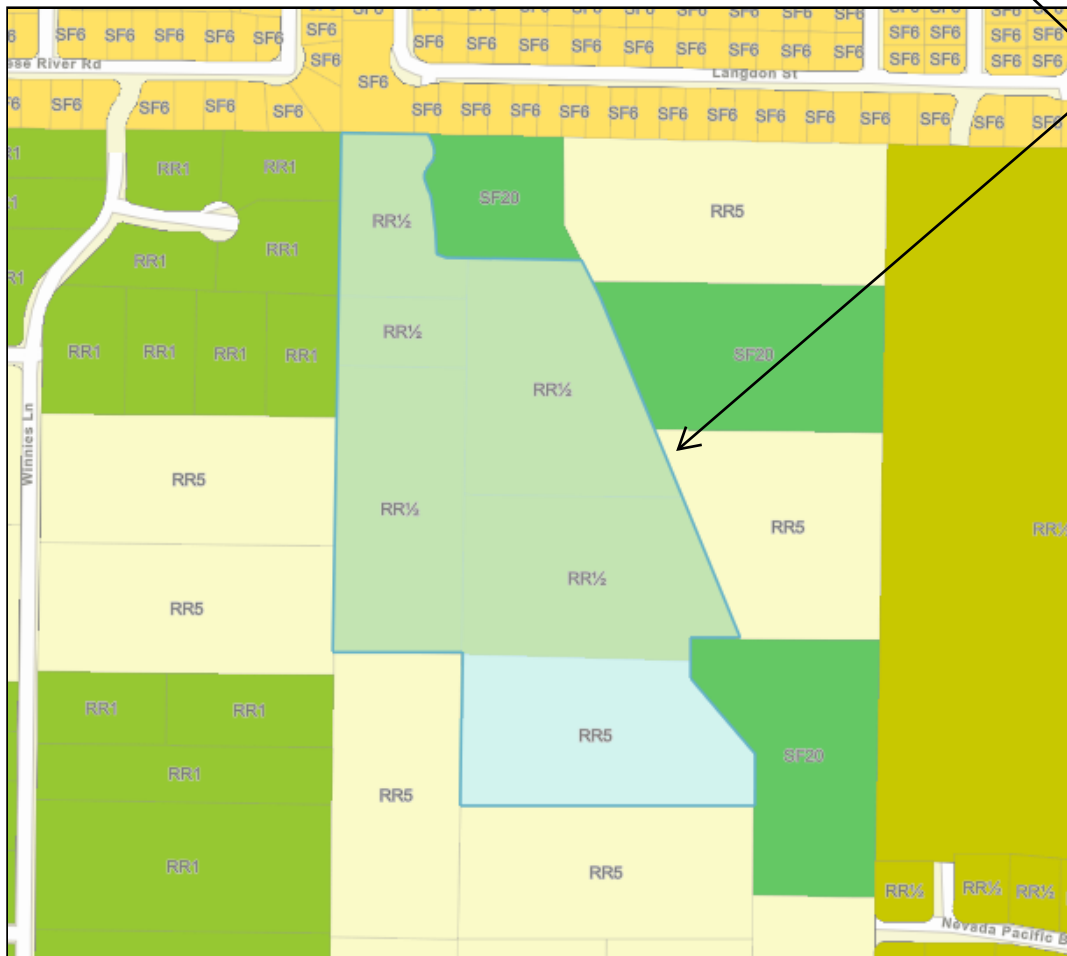
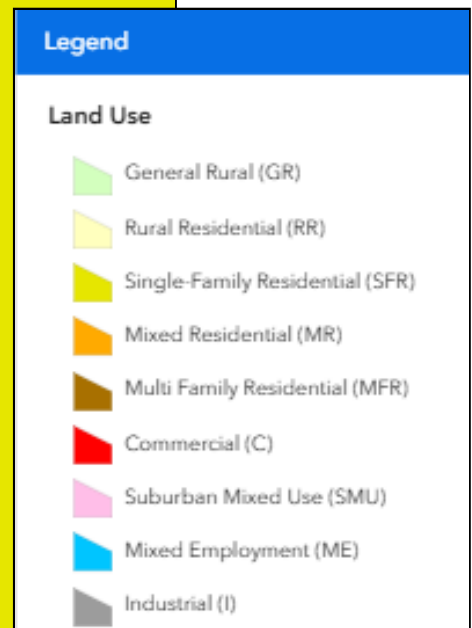
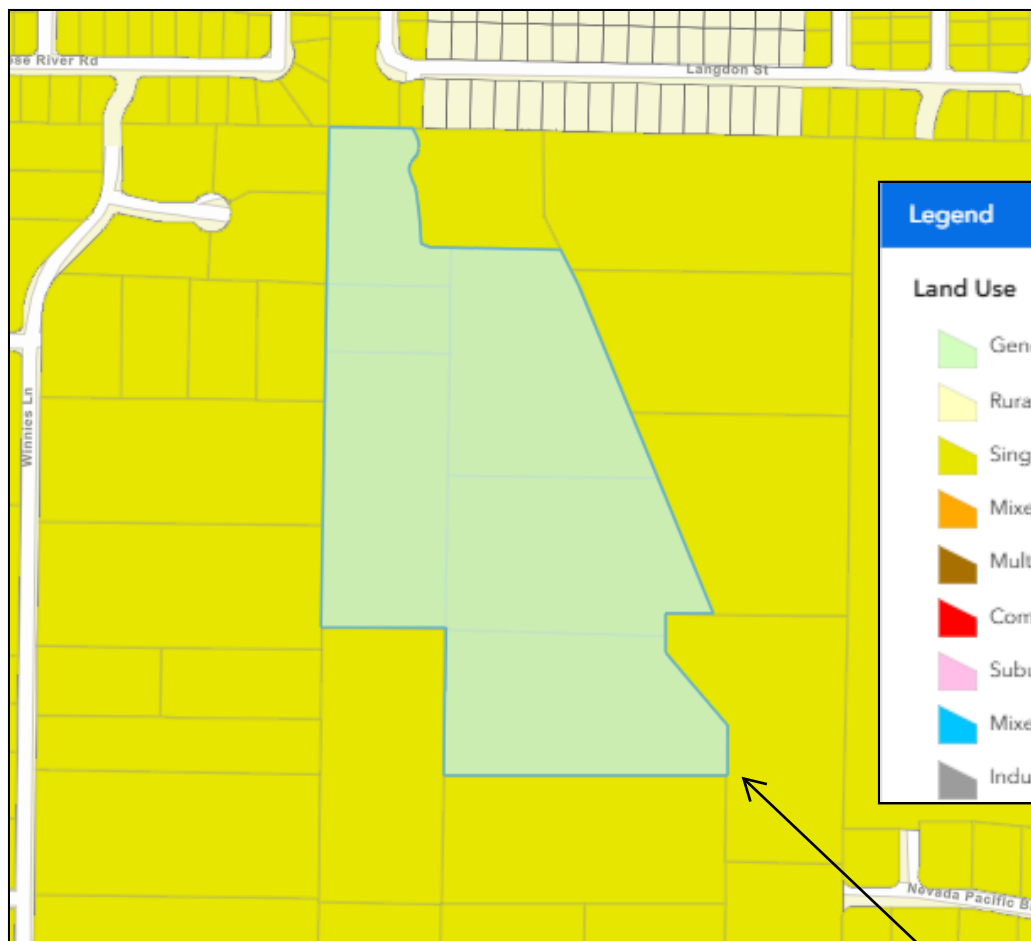
CHAPARRAL ESTATES SUBDIVISION PRELIMINARY SITE PLAN

FERNLEY, NEVADA

AUGUST 2025



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard Tel 775.823.4068
Reno, NV 89502 Fax 775.823.4066



Project Site

EXECUTIVE SUMMARY

Project Name: Chaparral Estates Zoning Map Amendment and Tentative Subdivision Map

Site Location: The project site is a six-parcel site, which when combined totals approximately 24.72 acres, situated within the city limits of Fernley, Nevada, approximately 0.46 miles south of the intersection of U.S. Highway 50 and Emigrant Way. The site lies at the southern terminus of Fort Sutter Boulevard, where the roadway intersects Langdon Street at a 90-degree angle. Farm District Road is located approximately 0.18 miles south of the site's southern boundary. The site will be accessible via two proposed access points: one from the north through Fort Sutter Boulevard and another from the south via Clover Lane.

APN Numbers: 021-331-15, -19, -20, -22, -29, and -38

Applicant: Genica Development, LLC

Applicant's Representative: Wood Rodgers, Inc., Attention: Eric Hasty

Owners: Genica Clover Ranch, LLC (APNs 021-331-19, -20, -22, -29 and -38)
Shawna J. Tibbals (APN 021-331-15)

Proposed Action: This application packet includes requests for:

- 1) **Zoning Map Amendment** on the entire 24.72-acre portion of land from Residential – Rural (½-acre minimum) (RR- ½) and Residential – Rural (5 acre minimum) (RR5) to Residential – Single-Family (6,000 sf minimum)(SF6);
- 2) **Tentative Subdivision Map** to develop a 102-lot single-family detached subdivision with three common-area parcels, for a total of 105 parcels.

Current Land Use: Single-Family Residential (SFR)

Current Zoning: ±19.3 acres: Residential – Rural (½-acre minimum) (RR- ½)
±5.42 acres: Residential – Rural (5 acre minimum) (RR5)

Proposed Zoning: ±24.72 acres: Residential – Single-Family (6,000 sf minimum) (SF6)

Flood Zone Designation: Zone X

Gross Site Area: ±24.72 acres

Background / Existing Conditions

The project site (Site) is generally located along Clover Lane and Browne Lane approximately 0.5 miles (mi) south of U.S. Highway 50 and south of the terminus of Fort Sutter Boulevard, where the roadway intersects Langdon Street at a 90-degree angle. Farm District Road is located approximately 0.18 mi south of the site's southern boundary. Specifically, the project site includes six parcels identified with APNs 021-331-15, -19, -20, -22, -29, and -38 that when combined total 24.72 acres.

The site has direct access to Farm District Road to the south via Clover Lane. Clover Lane traverses the site north to south and is an unimproved roadway within the site but is paved south of the site to Farm District Road. A *Step Ahead Preschool* is located to the north of the site as well as existing and newer 6,000 square foot lots, with residential in varying lot sizes and vacant land to the east, west and south. In terms of site characteristics, the site is relatively flat. The site is undisturbed vacant land with primarily native vegetation consisting of native grasses.

Zoning Map Amendment and Tentative Subdivision Map

Project Description

The site has an existing Fernley Comprehensive Master Plan (Master Plan) land use designation of Single-Family Residential (SFR), with non-conforming zoning districts of Residential – Rural (½-acre minimum) (RR- ½) (19.3 acres) and Residential – Rural (5 acre minimum) (RR5) (5.42 acres) (*refer to Zoning and Master Plan maps in Section 2 of this submittal packet*). The SFR land use designation is intended to allow 2-7 dwelling units per acre/ (du/ac) in primarily single-family detached homes with varied lot sizes. It is important to note the entire project site is zoned RR½ or RR5, which is non-conforming to the current Master Plan designation of SFR. The site is an infill site and a logical expansion of the residential units to the north, which are zoned SF6.

It should be noted that a neighborhood meeting was held on April 24, 2025, to discuss the proposed zone change and tentative subdivision map with neighbors and stakeholders. Notice of the meeting was mailed directly to all surrounding neighbors within 750 feet of the project site. A conceptual site plan similar to the Tentative Map submitted with this request was presented. Concerns expressed by meeting attendees included site circulation and existing irrigation easements. These comments have been addressed, with mitigation measures incorporated into the proposed design and further described in the document below.

Project Requests

Included with this submittal is an application and associated materials for:

- 1) **Zoning Map Amendment.** The application requests to change the regulatory zoning of the site from 5.4 acres of Residential – Rural (5 acre minimum) (RR5) and 19.3 acres of Residential – Rural (½-acre minimum) (RR ½) to 24.72 acres of Single-Family Residential (6,000 sf minimum) (SF6). The proposed SF6 zoning designation will be in conformance with the existing Master Plan designation and will support proposed development of the site.
- 2) **Tentative Subdivision Map.** This application requests approval of a Tentative Subdivision Map (TSM) to develop a 102-lot single-family detached development, with three common area parcels, for a total of 105 parcels, a minimum lot size of 6,144 sf interior lots, and an average perimeter lot size of ±8,269 sf. The gross density proposed is 4.1 du/ac, which is in conformance with the proposed regulatory zoning and existing Master Plan land use designations.

Adjacent Land Use and Zoning

	Master Plan	Zoning	Current Use of Land
North	Single Family Residential (SFR)	SF6 SF20	single-family residential, detention basin pre-school
South	Single Family Residential (SFR)	RR5	single-family residential
East	Single Family Residential (SFR)	RR5 SF20	single-family residential
West	Single Family Residential (SFR)	RR1 RR5	vacant, single-family residential

North: The northern boundary of the site borders two parcels with a Master Plan land use designation of SFR and a zoning designation of SF6. The western of these two parcels bordering the site's northern boundary is owned by the City of Fernley and is occupied by the water detention basin for the adjacent single-family residential subdivision. The other parcel adjacent to the site's northern boundary is occupied by a single-family residence. Additionally, the site shares a portion of its northern and eastern boundaries with an adjacent parcel with a land use designation of SFR and a zoning designation of SF20 occupied by a preschool (*A Step Ahead Preschool*).

South: The site is bordered to the south by parcels with a land use designation of SFR, a zoning designation of RR5, and occupied with single-family residential dwelling units.

East: Directly adjacent to the site's eastern boundary are parcels with a SFR Master Plan land use designation, zoning designations of either SF20 or RR5, and occupied with single-family residential dwelling units. Further east is another single-family residential subdivision which surrounds the southern and western boundaries of Silverland Middle School.

West: Directly adjacent to the site's western boundary are five parcels with a master plan land use designation of SFR and zoning designations of either RR1 or RR5. These parcels are either vacant or occupied with single-family residential dwelling units.

In terms of surrounding land use compatibility, the site is uniquely positioned to provide an opportunity for a more desirable lot size in the current market conditions (6,400 to 8,000 square feet) for most buyers similar to the newer neighborhoods surrounding the site. The site also provides larger lots along the perimeter to provide a transition to the adjacent vary lot size parcels to the west, east, and south. The project allows for a wide range of lot sizes as envisioned in the City of Fernley master plan, helping the city provide an appropriate transition zone from the more rural development in the south and the higher density development in the north.

Zoning Map Amendment Justification

The zoning map amendment (ZMA) request to change the current zoning designations from RR5 and RR½ to SF6 is consistent with the adjacent zoning and lot sizes as it will allow for lot sizes similar to the newer single-family subdivisions to the north, east and southwest, but allow for flexibility in lot sizes along the perimeter to accommodate larger lots compatible with the adjacent lots. Larger lots have been incorporated into the overall site design to accommodate for increased perimeter buffers along the eastern and western site boundaries as well as internally at corner lots. This ZMA will facilitate the proposed subdivision and help support housing needs to accommodate anticipated population growth. Furthermore, the project is located within an area that has direct access to existing utilities and nearby paved roadways for connectivity and access, making this a logical extension of the existing surrounding neighborhoods and compatible with the land use pattern envisioned for this area of the community.

The proposed SF6 zoning would allow for a maximum density of 7.26 du/ac. The proposed SF6 zoning and resultant allowed density of 7.26 du/ac is consistent with the surrounding zoning designation of SF6 to the north and northwest and compatible with the single-family character envisioned for this part of the community and echoed by several other approved single-family residential developments to the east (*refer to Proposed Zoning Map in Section 2 of this submittal packet*).

The ZMA request to change the current designations of RR5 and RR ½ to SF6 is consistent with the adjacent zoning and lot sizes to the north and northwest and provide for an appropriate transition from the larger-lot rural-residential parcels to the south and east, as the design of the site incorporates larger perimeter lots in accordance with the purpose and intent of the adjacency standards in Fernley Development Code (FDC) § 32.09.030.

To further justify this amendment, the existing RR5 and RR½ zoning districts are non-conforming to the existing SFR Master Plan land use designation and the proposed ZMA will bring the site into compliance with the Master Plan.

The proposed ZMA supports the tentative subdivision map (TSM) request also included with this application for a 105-parcel subdivision (102 residential lots and three common area parcels) with lots ranging in size from 6,200 sf to 12,249 sf. The proposed tentative map would produce a density of approximately 4.1 du/ac, falling well below

the maximum density for the SF6 zoning and effectively providing a minimum density similar to the SF9 zone and is an appropriate density for compatibility with both surrounding rural residential and smaller-lot residential development (*refer to the Site Plan in the Map pocket of the submittal packet*).

Tentative Subdivision Map Analysis

Overview

The current request is to develop the site with 102 single family residential lots and three common area parcels for 105 parcels total, with two other dedicated areas to be offered to the city for storm water retention ponds. Pending the proposed ZMA the regulatory zoning for the site will be SF6, with the maximum number of dwelling units allowed in this zoning district is 7.26 du/ac, and lots must be a minimum of 6,000 sf. Without considering allowances for roadways, landscaping, open space, or setbacks, a 24.72-acre site would be allowed a maximum of 173 separate lots, noting the site plan includes 102 residential lots and amounts to a density of 4.1 du/ac, far less than would be allowed under the proposed zoning district’s maximums. There are no existing structures on the site. Proposed improvements include site access, drainage and grading improvements, and the extension of utilities, including water, sewer, and electric, to the new lots.

The SF6 zoning district has the specific purpose and intent to preserve areas where the predominant dwelling type is single-family detached dwelling units at or below 7.26 du/ac, consistent with the tentative subdivision map being submitted for this site under this application.

The tentative subdivision map has been designed specifically to meet the intent and purpose of lot adjacency and transition standards for single-family residential development. FDC §32.09.030(d) includes specific requirements for transitions and buffers between development on lots with varying degrees of density. When considering this, it is worth noting the zoning code was last comprehensively update prior to the Master Plan’s most recent comprehensive update in 2019, with some portions of the existing zoning code including standards not reflective of the vision for the community seen in the updated Master Plan. Specifically, the transition and buffer adjacency standards, if adhered to strictly, would create possible “dead zones” of land within subdivisions where development or improvements are neither feasible nor required. Further, FDC allows deviation from these standards with approval by the Administrator.

In order to satisfy the purpose and intent of the lot adjacency and transition standards, the site plan for the proposed subdivision has incorporated 30-ft rear buffers on both the east and west perimeter boundaries of the subdivision, included on the submitted TSM. It is anticipated that the buffer will be recorded on the final map and reflected on all applicable deed documents. These buffers will satisfy the access needs for utility infrastructure, including power poles and lines which run along both the eastern and western perimeter boundaries, while also providing an adequate transition zone buffer from the density/intensity of the neighboring RR1 and RR5 parcels and the proposed adjacent SF6 parcels. This perimeter buffer is in addition to rear setback requirements, thus development (erection of structures) will be prohibited in the rear 40-ft of any eastern or western perimeter lot, as regulated by the future Homeowners Association (HOA) for the subdivision. This 40-ft no-build buffer is a minimum standard, with it anticipated most perimeter lots will have an even larger rear setback of the residence.

Development Statistics Summary

Total Site Area:.....	24.72± acres
Total Dwelling Units:	102 single-family detached dwelling units
Net Density:	4.1± dwelling units/acre
Total Lot Area:.....	18.01± acres (73%)
Average Lot Size:.....	7,691± square feet

Average Perimeter Lot Size:	8,269± square feet
Maximum Lot Size:.....	12,249± square feet
Minimum Interior Lot Size:.....	6,200± square feet
Total Right of Way Area:.....	5.64± acres (23%)
Total Common Area:	0.66± acres (2.7%)

Grading

The project site is mostly vacant. The site generally slopes from east to west. Approximately 100% of the site has slopes less than 10%, therefore *FDC §32.09.130 (Slopes, hilltops, and ridges)* is not applicable. Grading of the site is provided in the Preliminary Site Plan (*refer to the Preliminary Grading Plan [Sheets G-1 and G2] of the Tentative Map Plan Set in Section 4 and the Map Pocket of this submittal packet*).

Drainage

On site drainage will consist of directing onsite flows from the various portions of the site and allowing them to flow to curb and gutter facilities located within the proposed street network. This will convey the flows to the two proposed retention ponds. One retention pond is the existing pond adjacent to the site’s northern boundary and located within the City of Fernley owned parcel. This will be reconfigured to allow for the extension of Fort Sutter Boulevard into the site. A second retention pond located between lots 11 and 12 will capture the remaining flows generated from the site (*refer to Preliminary Hydrology Report included in Section 4 of this submittal packet*).

Water, Sewer, and Utilities

Water is anticipated to be extended into the site via the extension of Fort Sutter Boulevard to the north. Water infrastructure serving the site will be located within the proposed road network and will be stubbed to each proposed lot. Sewer is anticipated to be extended from Westward Lane within an existing utility easement and brought into the site via the existing roadway Brown Lane, which is proposed to be Bristle Cone Lane within the proposed subdivision, as seen on the site plan. Other utilities including power and communications are adjacent to the site and will be brought in within the proposed right of ways. For detailed information regarding existing and proposed utility infrastructure refer to the *Preliminary Utility Plan (Sheets U-1 and U2)* in Section 4 and the *Map Pocket* of this submittal packet.

Site Access and Circulation

The site is currently accessed from the south via Clover Lane to Farm District Road. The TSM shows a new access proposed to the north via Fort Sutter Boulevard through the adjacent city-owned parcel, with slight reconfiguration of the existing stormwater retention pond to accommodate the roadway extension and encourage travel patterns north to Highway 50. A network of 50-ft-wide internal street rights-of-way, including sidewalks, cul-de-sacs, and turning radii will serve the site, all designed to meet City of Fernley roadway standards and international fire code.

Given the site’s proximity to a preschool, and in response to feedback received from neighborhood stakeholders, the configuration of internal roadways was redesigned, incorporating elements to slow traffic around the preschool including a proposed three way stop at the intersection of Birch Street and Bristle Cone Lane and providing a 10-foot buffer from the preschool parcel and the right of way. Further, instead of grid style roadways running straight from north to south, the subdivision is designed with roadways with slight turns, bump outs, and cul-de-sacs. Sidewalks will be incorporated throughout which will bring pedestrian scale to the roadways.

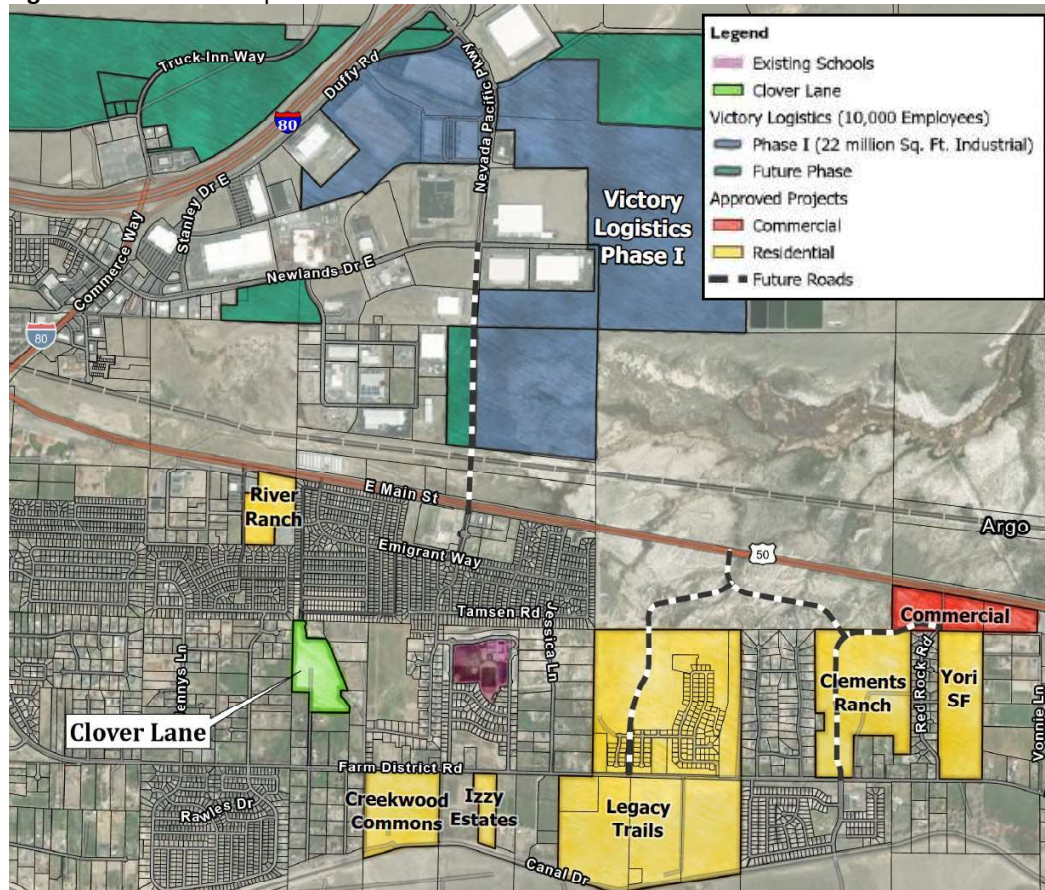
Although the site does draw existing access from Clover Lane which extends south to connect with Farm District Road, the traffic impact study conducted in tandem with this submittal indicates, under the current project design, a vast majority (80%) of trip generation would access the site via the north through the new connection

to Fort Sutter Boulevard (refer to *Traffic Impact Study in Section 4 of this submittal packet*). As this connection will bifurcate the adjacent city-owned parcel to the north, the new roadway will be constructed a minimum of 15-ft from the adjacent western parcel boundary of the privately owned parcel to the east, ensuring additional setback area for the adjacent property.

A key factor in traffic patterns for the Fernley community moving forward will be the completion of the Nevada Pacific Parkway connecting I-80 to Highway 50 which will provide necessary access to the Victory Logistics, a company anticipated to add approximately 10,000 jobs to the Fernley community over the next 10 of years which will contribute substantially to the need for housing and adequate traffic circulation in coming years (refer to **Figure 1** below).

The proposed subdivision located south of Highway 50 but north of Farm District Road, only a short distance from the future connection of Nevada Pacific Parkway and Highway 50, combined with the site's new access to the north, makes the site perfectly positioned to provide much a much needed housing product while not contributing negatively to traffic flow and likely helping to relieve traffic flow issues currently being experienced in Fernly due to the I-80 roundabout.

Figure 1: Future Development



Traffic

The Traffic Impact Study prepared by Headway Transportation (April 15, 2025) considered 100 single-family dwelling units (refer to *Traffic Impact Study in Section 4 of this submittal packet*). Based on this analysis a project of the analyzed size would generate approximately 943 daily trips, 70 AM peak hour trips, and 94 PM peak hour trips. The study concluded that all intersections studied are anticipated to operate within policy level of service

under all scenarios, with or without the project. The addition of project traffic had no significant impact on the study intersections. The TIS does not indicate any roadway improvements are needed for capacity based on the additions of project traffic. For specific details regarding traffic conditions and improvements, refer to the *Traffic Impact Study* in Section 4 of the submittal packet.

Landscaping

The proposed TSM is for 105 parcels (102 residential lots and three common area parcels) intended for development with single-family detached dwelling units and is not classified as a planned development under FDC. Although limited common area is anticipated at this time, all landscaping in any common areas will be owned and maintained by a HOA or an equivalent that will be established at final map. Beyond this, individual lots will not be held to any additional landscaping standards above and beyond the landscaping standards for the proposed underlying SF6 zoning district.

Public Services

Schools: According to the Lyon County School District's 2016 Facilities Plan, all Fernley schools are currently under capacity and are planned to be within adequate utilization through 2025. Students residing in this development will attend Cottonwood Elementary School, Silverland Middle School, and Fernley High School.

Police and Fire Services: The project site is located in an area already served by police and fire services. Police services will be provided by the Lyon County Sheriff's Department and fire service will be provided by the North Lyon County Fire Protection District. The closest fully staffed fire station is the North Lyon County Fire Protection District Main Office, located approximately 2.7 miles west near the intersection of State Route 95A and Main Street. The main access to the site where police and fire will enter the development is located on Fort Sutter Boulevard.

Parks: There are recreational amenities in the area of the subject site. Ponderosa Park is located 0.88 miles southwest of the site. Picetti Park, a small neighborhood serving park, is located 0.66 miles east. Green Valley Park is approximately 1.5 miles west from the site, with larger parks like Fernley out of Town Park (2.5 miles west) and Autumn Winds Park (2.2 miles east) further from the site.

Fiscal Impact Statement

The subject parcel is an infill parcel located in an area surrounded by existing older residential development adjacent to existing infrastructure. The current vacant use does not provide any fiscal benefit for the City of Fernley at this time. One of the issues the City of Fernley is facing is that larger-lot developments no longer cover the costs of required infrastructure, which has contributed to a continual increase in utility fees and roads left in poor shape. Developing the subject site with large lots consistent with the current non-conforming zoning could bring negative fiscal impact to the City of Fernley based on existing trends and would be an inefficient use of the land given the housing demand anticipated for the large employment center (Victory Logistics) currently under construction.

The proposed zoning will provide a mix of unit types that will take advantage of the existing infrastructure, helping provide fees that will support the city's ongoing utility and public service costs. The additional dwelling units facilitated by this request will provide additional impact fees and tax revenues that will fiscally support the city's schools, parks, roads, and public services while also providing more obtainable housing options that are appropriate to support the growing workforce.

Victory Logistics employment center, less than two miles northeast from the subject site, is anticipated to generate over 10 million square feet of new industrial space along with over 10,000 employees within the first phase (Northern Nevada Business Weekly <https://www.nnbw.com/news/2021/jul/27/playing-long-game-massive-fernley-development-sets/>). Utilizing the subject infill parcel to help support the adjacent employment

growth is a much more efficient use of the land and will help fill the gap in needed housing within the community. Housing products obtainable to average-incomed Fernley residents will help fill a crucial need in “missing-middle” housing products, which is critical to support the future employment centers already being constructed and, more broadly, the future economic growth of Fernley.

FINDINGS FOR APPROVAL

Pursuant to the City of Fernley Development Code §32.03.040(e)(6) *Findings for approval*, a zoning map amendment may be approved if it is:

- 1) Consistent with the city's Master Plan and otherwise consistent with state and federal law;
- 2) Consistent with the surrounding land uses; and
- 3) Public notice was given, and a public hearing held per the requirement of the development code and Nevada Revised Statutes.

1) Implementation and Consistency with the City of Fernley Master Plan

Response: The ZMA and TSM will enable the development of 102 single-family dwelling units, offering a housing option that is highly desirable given current market conditions and employment coming to Fernley. This proposed zoning aligns with the site's current Master Plan land use designation, addressing the inconsistency between the existing zoning and the Fernley Master Plan. Furthermore, the ZMA and TSM support and advance several goals and policies outlined in the Master Plan. The following excerpts and accompanying analysis demonstrate the proposal's alignment with these planning objectives

Applicable Master Plan Goals and Policies

Goal HP.1.1 Enhance Fernley's vitality as a community by providing a variety of housing types, density and costs that accommodate the needs, desires and financial abilities of the current and future households.

Comment: The proposed ZMA and TSM will facilitate the development of 102 single-family dwelling units on the parcels, which will provide a slightly higher density housing option on the site than its present zoning would allow. With projected growth in Fernley and increased development in the area, offering a variety of housing types and costs will contribute to vitality and housing diversity in the community.

Goal HP.1.2 Encourage housing that supports sustainable development patterns by promoting the efficient use of land, conservation of natural resources, easy access to services and public facilities such as parks, and resource efficient design and construction.

Comment: The subject parcel is located in an area that is master planned for the size of lots proposed. The ZMA request is consistent with the surrounding area. The ZMA request would maintain conformance with the Master Plan and continue similar growth patterns of the surrounding area by allowing lot sizes similar to those in the neighborhood to the north and allow for larger lots along the perimeter. The potential for increased residential density conserves natural resources in the area by concentrating development in an area already being served by public services and amenities. Resource efficient design and construction will be incorporated into future stages of the project.

Goal LU.1.1 Encourage and plan for new development in areas where adequate public services and facilities can be provided efficiently.

Comment:
Sewer, Water, and Utilities

Water is anticipated to be extended into the site via the extension of Fort Sutter Boulevard to the north. Water infrastructure serving the site will be located within the proposed road network and will be stubbed to each proposed lot. Sewer is anticipated to be extended from Westward Lane within an existing utility easement and brought into the site via the existing roadway Brown Lane, which is proposed to be Bristle Cone Lane within the proposed subdivision, as seen on the site plan. Other utilities including power and communications are adjacent to the site and will be brought in within the proposed right of ways. For detailed information regarding existing and proposed utility infrastructure refer to the *Preliminary Utility Plan (Sheets U-1 and U2)* in Section 4 and the *Map Pocket* of this submittal packet.

Schools

According to the Lyon County School District's 2016 Facilities Plan, all Fernley schools are currently under capacity and are planned to be within adequate utilization through 2025. Students residing in this development will attend Cottonwood Elementary School, Silverland Middle School, and Fernley High School.

Police and Fire Services

The project site is located in an area already served by police and fire services. Police services will be provided by the Lyon County Sheriff's Department and fire service will be provided by the North Lyon County Fire Protection District. The closest fully staffed fire station is the North Lyon County Fire Protection District Main Office, located approximately 2.7 miles west near the intersection of State Route 95A and Main Street. The main access to the site where police and fire will enter the development is located on Fort Sutter Boulevard.

Parks

There are recreational amenities in the area of the subject site. Ponderosa Park is located 0.88 miles southwest of the site. Picetti Park, a small neighborhood serving park, is located 0.66 miles east. Green Valley Park is approximately 1.5 miles west from the site, with larger parks like Fernley out of Town Park (2.5 miles west) and Autumn Winds Park (2.2 miles east) further from the site.

Goal LU.1.2 Encourage new development to be in accordance with the Comprehensive Master Plan land use category.

Comment: The subject parcel has an existing Master Plan designation of Single-Family Residential (SFR), and the existing RR5 and RR ½ zoning districts are non-conforming to this land use designation. The proposed ZMA will bring the site into compliance with the Master Plan as well as the intent for the character and density for this area of Fernley. Lots created will range in size from 6,200 sf to over 14,185 sf, with an **average lot size of 7,781 sf**. As designed the subdivision incorporates several lots above 10,000 sf. With a wide range of lot sizes this design allows for the site to comply with the current master plan.

Goal LU.1.4 Ensure existing and future land uses are compatible.

Comment: The proposed lots are compatible with the existing 6,000 square foot lots to the north and will provide larger 8,000 square foot perimeter lots which are more compatible with the adjacent development to the west, east, and south.

Goal LU.1.5 Promote infill development

Comment: The proposed project is considered infill development.

2) Consistency and Compatibility with Surrounding Land Uses

Response: The proposed request is consistent and compatible with the surrounding land uses. As seen in the table below, the site is surrounded on all sides by residential development ranging from large-lot rural residential development to small-lot single-family denser subdivisions, making a residential subdivision with lots ranging in size from 6,144 sf to over 12,200 sf consistent with the transitional nature of this portion of the city.

Adjacent Land Uses

	Master Plan	Zoning	Current Use of Land
North	Single Family Residential (SFR)	SF6	Single-Family Residential, Detention Basin
		SF20	Pre-school
South	Single Family Residential (SFR)	RR5	Large-lot single-family residential
East	Single Family Residential (SFR)	RR5 SF20	Large-lot single-family residential
West	Single Family Residential (SFR)	RR1 RR5	Vacant, Large-lot single-family residential

North: The northern boundary of the site borders two parcels with a Master Plan land use designation of SFR and a zoning designation of SF6. The western of these two parcels bordering the site's northern boundary is owned by the City of Fernley and is occupied by the water detention basin for the adjacent single-family residential subdivision. The other parcel adjacent to the site's northern boundary is occupied by a single-family residence. Additionally, the site shares a portion of its northern and eastern boundaries with an adjacent parcel with a land use designation of SFR and a zoning designation of SF20 occupied by a preschool (*A Step Ahead Preschool*).

South: The site is bordered to the south by parcels with a land use designation of SFR, a zoning designation of RR5, and occupied with single-family residential dwelling units on large lots, typical to rural residential zoning districts.

East: Directly adjacent to the site's eastern boundary are parcels with a SFR Master Plan land use designation, zoning designations of either SF20 or RR5, and occupied with single-family residential dwelling units on large lots, typical to these zoning districts. Further east is another single-family residential subdivision which surrounds the southern and western boundaries of Silverland Middle School.

West: Directly adjacent to the site's western boundary are five parcels with a master plan land use designation of SFR and zoning designations of either RR1 or RR5. These parcels are either vacant or occupied with single-family residential dwelling units on large lots, typical to rural residential zoning districts.

From a land use compatibility perspective, the site is uniquely positioned to be able to provide a range of lot sizes larger than those typically offered in single-family residential subdivisions yet still maintain compatibility with adjacent rural residential land uses. The site is surrounded closely to the north, east, and southwest by smaller lot single-family residential uses, yet the site is neighbored by characteristically rural

parcels to the west and south, allowing for a subdivision with a wide range of lot sizes, as envisioned for the site, to provide an appropriate transition zone from the more rural development seen south and east and the higher density development north and west closer to the city center.

3) Public notice was given, and a public hearing held per the requirements of Nevada Revised Statutes and Fernley Development Code.

Response: Throughout the entitlement process, the applicant will follow all requirements of the development code and Nevada Revised Statutes for noticing the public, holding meetings, and attending public hearings.

Tentative Subdivision Map Approval Criteria

Pursuant to *Fernley Development Code §32.03.060 (Land Division Applications)* recommendations and decisions on tentative maps shall be based on consideration of all of the following criteria:

1. **Compliance with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, community or public sewage disposal, and, where applicable, individual systems for sewage disposal;**

Response: This project has been designed to meet all environmental and health laws/regulations, as required by local, state, and federal regulations. Water and sewer will be provided and treated by the City of Fernley municipal water and wastewater systems (*refer to Preliminary Utility Plan [Sheets U-1 and U-2] in Section 4 and the Map Pocket of this submittal packet*). Solid waste disposal will be provided by Waste Management. This is a residential project, and this use is not anticipated to contribute significantly to air pollution.

2. **Availability of water that meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision;**

Response: Water meeting applicable health standards is available for the future needs of this subdivision, provided by the City of Fernley. The required water is available and will be provided at final map. Actual demand will be calculated with the site improvement plans prior to recording the final subdivision map. A utility plan is included in the Map Pocket of this submittal packet indicating the location of existing City of Fernley utility infrastructure to serve the project.

3. **Availability and accessibility of utilities;**

Response: All utilities necessary to serve the proposed subdivision currently exist in close proximity to the site. Sewer is anticipated to be extended into the site via Westward Lane and through an existing access and utility easement that will connect to the proposed Bristle Cone Lane. Water lines are planned to be extended to the site via the extension of Fort Sutter Blvd and within the proposed roadways. The proposed water and sewer systems will be operated by the City of Fernley. A preliminary sewer study is included in Section 4 of this submittal packet which indicates the City of Fernley has sufficient system capacity to serve the project. Gas will be operated by Southwest Gas and power and communications services will also be extended to the site (*refer to Preliminary Utility Plan [Sheets U-1 and U-2] in Section 4 and the Map Pocket of this submittal packet*).

4. **Availability and accessibility of public services such as schools, police and fire protection, transportation, recreation facilities, and parks;**

Response:

Schools

According to the Lyon County School District's 2016 Facilities Plan, all Fernley schools are currently under capacity and are planned to be within adequate utilization through 2025 with the exception of one elementary school. The School District's 10-year capital program identifies a new elementary school planned to be built in the next four to six years, which would address any potential elementary school capacity issues. Students residing in this development will attend Cottonwood Elementary School, Silverland Middle School, and Fernley High School.

Police and Fire Services

The project site is located in an area already served by police and fire services. Police services will be provided by the Lyon County Sheriff's Department and fire service will be provided by the North Lyon County Fire Protection District. The closest fully staffed fire station is the North Lyon County Fire Protection District Main Office, located approximately 2.7 miles west near the intersection of State Route 95A and Main Street. The main access to the site where police and fire will enter the development is located on Fort Sutter Boulevard.

Parks

There are recreational amenities in the area of the subject site. Ponderosa Park is located 0.88 miles southwest of the site. Picetti Park, a small neighborhood serving park, is located 0.66 miles east. Green Valley Park is approximately 1.5 miles west from the site, with larger parks like Fernley out of Town Park (2.5 miles west) and Autumn Winds Park (2.2 miles east) further from the site.

5. Consistency with the zoning district regulations;

Response: The project site has an existing master plan land use designation of Single-Family Residential (SFR) and, upon approval of the proposed ZMA associated with this request, the project site will have a zoning designation of SF6. This zoning district allows for single-family residential lots that are a minimum of 6,000 sf. This tentative subdivision request seeks to create 105 parcels in total, with 102 single-family lots, ranging from 6,144 sf interior lots to 12,249 sf, with an average lot size of 7,691 sf. The proposed subdivision is entirely consistent with all standards of the proposed SF6 zoning district regulations.

6. Conformity with the master streets and highways plan;

Response: The request conforms with the Master Streets and Highways Plan. Currently the property is accessed via Clover Lane to the south. Proposed access to the site will be improved to provide a 50-ft wide roadway into the site from the north as an extension of Fort Sutter Boulevard. This extension of Fort Sutter Boulevard will connect to an internal network of 50-ft roadways, with curbs, gutters, and sidewalks all designed to meet FDC standards, providing access to driveways of all proposed lots. Two bulbs and two cul-de-sacs are included in site design which will provide adequate turnaround for fire trucks and compliance with international fire code. Additional compliance with the Master Street and Highways Plan would be demonstrated further with the proposed site access connection to the north via Fort Sutter Boulevard over the city owned parcel. It is not anticipated that his project will contribute negatively to traffic or congestion, as concerns regarding traffic at the I-80 roundabout and along Farm District Road were considered and project design elements incorporated to mitigate potential impacts.

7. Effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;

Response: Traffic generated from the project is not anticipated to have a significant impact to the surrounding transportation infrastructure or Farm District Road, as the *Traffic Impact Study* concluded over 80% of trips generated to and from the site will utilize the new connection to the north and Highway 50, especially considering the sites proximity to the future development of Victory Logistics and Nevada Pacific Parkway just northeast of the site. The proposed subdivision will only generate approximately 94 PM peak hour trips. As concluded in the TIS, beyond what is proposed no additional improvements are needed to accommodate demand on surrounding roadways. Traffic generation is minimal, and the surrounding existing roadways, combined with the new internal roadway network, can adequately serve the proposed lots.

8. Physical land characteristics, such as floodplain, slope, soil, and elevation differentials with abutting properties;

Response: This project is not within a floodplain. A grading plan is included in the Map Pocket of this submittal packet completed in compliance with all applicable grading, slope, soil and elevation differential standards of the City of Fernley (*refer to Preliminary Grading Plan [Sheets G-1 and G-2] in Section 4 and the Map Pocket of this submittal packet*).

9. Recommendations and comments of review bodies;

Response: Any comments received thus far have been incorporated into site design. Any recommendations and comments of review bodies moving forward will be considered in the project design and engineering processes.

10. Conformity to the master sewer and water utility plan;

Response: A *Preliminary Sewer Report* is included within *Section 4* of this submittal packet. The reports consulted with the Master Sewer and Water Utility Plans and include discussion of how the City of Fernley sewer and water infrastructure and supply has sufficient capacity to meet the projected demand of this project.

This project also conforms to the following Water/Wastewater Goals of the City of Fernley Comprehensive Master Plan:

- *PSF.1.1.4 - Areas planned for urban or suburban development (residential densities of one or more dwelling units per acre or comparable non-residential development will be served by a community water supply system consistent with adopted policies in the Land Use Chapter of the Fernley Comprehensive Master Plan.*
 - **Comment:** This project will connect to the municipal water system. A utility plan is included within Section 4 of this submittal packet and modeling for demand will be done at final map.
- *PSF.1.4 - Reduce water demand through xeriscape project landscaping, reclamation and reuse of treated wastewater for golf courses, medians, parkways and other appropriate application uses.*
 - **Comment:** Although there is minimal landscaping required with this plan, xeriscaping will be utilized where feasible to reduce water demand.
- *PSF.2.1.1 - All new development within the City limits with lot sizes equal to or smaller than 1.0 acre shall be required to connect to the municipal sewer system. New development with residential densities lower than one dwelling unit per acre shall be allowed to utilize individual septic systems with acceptable sub-surface disposal if sewer is not available.*
 - **Comment:** This project will connect to the municipal sewer system. A utility plan and a preliminary sewer report are included within Section 4 of this submittal packet.

11. Compliance with this Code and all other applicable regulations.

Response: Beyond all typical development code sections applicable to development of this nature in this zoning district, additional standards of the development code are applicable, as outlined below, with

descriptions of mitigation strategies incorporated into site design to meet the purpose and intent of these standards:

Adjacency Standards (FDC §32.09.030)

The tentative subdivision map has been designed specifically to meet the intent and purpose of lot adjacency and transition standards for single-family residential development. FDC §32.09.030(d) includes specific requirements for transitions and buffers between development on lots with varying degrees of density. When considering this, it's worth noting the zoning code was last comprehensively update prior to the Master Plan which was comprehensively updated in 2019, with some portions of the existing zoning code including standards not reflective of the vision for the community seen in the updated Master Plan. Specifically, the transition and buffer adjacency standards, if adhered to strictly, would create possible "dead zones" of land within subdivisions where development or improvements are neither feasible nor required. Further, code allows deviation from these standards with approval by the Administrator.

In order to satisfy the purpose and intent of the lot adjacency and transition standards, the site plan for the proposed subdivision has incorporated 30-ft rear buffers on both the east and west perimeter boundaries of the subdivision. Along the east and west perimeter boundaries 30-ft wide buffers have been included on the tentative subdivision map. It is anticipated that the buffer will be recorded on the final map and reflected on all applicable deed documents. These buffers will satisfy the access needs for utility infrastructure, including power poles and lines which run along both the eastern and western perimeter boundaries, while also providing an adequate transition zone buffer from the density/intensity of the neighboring RR1 and RR5 parcels and the proposed adjacent SF6 parcels. This perimeter buffer is in addition to rear setback requirements, thus development (erection of structures) will be prohibited in the rear 40-ft of any eastern or western perimeter lot, as regulated by the future HOA for the subdivision.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 1, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Alisa Johansson

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Receive/File

AGENDA ITEM:

Introduction and first reading of Bill #367 associated with a Zoning Map Amendment request (ZMA25002) from the City of Fernley rezoning one parcel containing approximately 23.19 acres generally located at 2305 Farm District Road from SF20 (Single Family, 20,000-square foot minimum) to OSP (Open Space and Parks) to bring the site into conformance with the Comprehensive Master Plan land use designation of Open Space and Parks (OSP) (APN 021-303-16).

AGENDA ITEM BRIEF:

An application to rezone one parcel containing approximately 23.19 acres from SF20 to OSP. At the September 10th Planning Commission meeting, the Planning Commission unanimously voted to recommend approval of this action.

RECOMMENDED MOTION:

None.

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:

None.

BACKGROUND:

Site & Vicinity

Located in central Fernley, the site is bounded by Farm District Road to the north and the Truckee Canal to the south. Private roads Barker Lane and Canal Drive extend south and west along the west and south property lines, respectively. A portion of the site extends east from the property's rectangular core, forming an irregular "dog leg" shape. The property is not mapped within any FEMA floodplain zones and is gently sloped upgradient, ascending roughly 35 feet in elevation from north to south. Due to the property's size, the property is generally perceived as flat. Access is currently provided from Barker Lane abutting Truckee Canal Lateral #6.

Presently undeveloped, the property is located in a portion of Fernley characterized by rural residential development and agricultural uses, though evidence of denser redevelopment can be seen to the north, east, and west, where newer subdivisions have converted agricultural land to housing developments. Despite these pressures, the properties in the immediate vicinity of the site south of Farm District Road are large, generally exceeding 10 acres in size, and open fields planted with alfalfa or lying fallow predominate. This pastoral pattern is interrupted only by the residences and accessory structures belonging to the caretakers of the surrounding fields. This bucolic setting continues across the Truckee Canal, with uninterrupted views to the Virginia Range to the south available from the southern portion of the site.

Analysis: Zoning Map Amendment

Zoning map amendments are committed to the City Council's legislative discretion. A zoning map amendment may be approved when the following findings can be made.

1. Consistent with the city's master plan and otherwise consistent with state and federal law.

The proposed zoning designation of Open Space and Parks is consistent with the site's Comprehensive Master Plan land use of Open Space and Parks (OSP). The zoning map amendment is further supported by the following Master Plan goals and policies:

LU.1.2 Encourage new development to be in the accordance with the Comprehensive Master Plan land use category, and other land use controls to accomplish community principles.

If approved, the proposed zoning map amendment would bring the site's zoning designation into conformance with the underlying Master Plan land use. Development on the site would inherently be in accordance with the Comprehensive Master Plan.

LU.1.4 Ensure existing and future land uses are compatible.

The subject property is located south of Farm District Road along the Truckee Canal. The surrounding context is rural residential and agricultural uses are prevalent in this part of the City. The site's proposed zoning designation would support an extremely limited range of uses, primarily public uses such as parks, open space, and recreation facilities (both passive and active). These uses are compatible with and complementary to the adjoining residential and agricultural land uses. As adjoining parcels are redeveloped, it is anticipated that denser residential uses may become more common. Such residential uses would also be compatible with the proposed zoning designation of Open Space and Parks and the limited range of uses allowed in the proposed zone.

LU.1.7 Retain or enhance the aesthetic value of Fernley's natural and built environment.

If approved, the proposed zoning designation of Open Space and Parks would allow the City to develop the site with a recreation facility. Located along the Truckee Canal, the site's scenic location is particularly well-suited to open space and park uses. By preserving land for enjoyment by the community, the cited goal relating to Fernley's natural environment is met.

LU.1.8 Ensure that future growth is sensitive to the existing agricultural/farming uses.

As noted, the site is located in a rural residential portion of the City, where large-lot residential developments and agricultural uses are present. The site's present zoning designation of SF20 (Single-Family, 20,000-square foot minimum) would allow development of up to 50 dwelling units. By updating the zoning designation to Open Space and Parks, the City preserves the rural and agricultural character along this segment of Farm District Road.

2. Consistent with the surrounding land uses.

The surrounding Master Plan land use is predominantly Single Family Residential (SFR) with select parcels, including the subject site, mapped Open Space and Parks (OSP). The limited range of uses allowed in the proposed zone would be compatible with the residential uses contemplated in the SFR land use category. The OSP land use is generally considered compatible with all other land use designations as a complement to the more active uses allowed in the equivalent zones, particularly when appropriate screening or buffering from higher intensity uses is provided.

3. 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 at the September 10th Planning Commission meeting in accordance with Fernley Municipal Code and Nevada Revised Statutes. Legal notice was provided on August 27, 2025 via US Mail to all property owners within 300' of the site, to all manufactured home residents in manufactured home parks within 300' of the site, and to all owners, residents, and applicants for the proposed action. Legal notice was also published in the Reno-Gazette Journal on August 27, 2025. An additional noticed public hearing will be held prior to adoption of the proposed bill at the October 15th City Council meeting.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General References

Nevada Revised Statutes (NRS) Chapter 278 – Planning and Zoning
Fernley Municipal Code (FMC) Title 32 – Development Code
City of Fernley Comprehensive Master Plan

Specific References

NRS 278.260 – Determination, establishment, enforcement and amendment of zoning regulations

FMC 32.03.040(e) – Zoning map amendments (rezoning)

FMC 32.06.070 – Residential – Single-family (SF20, SF12, SF9, SF6)

FMC 32.06.130 – Open space and parks (OSP)

FINANCIAL IMPLICATIONS:

None.

ATTACHMENTS:

1. Exhibit 1 - Bill 367
2. Exhibit 2 - Vicinity Map
3. Exhibit 3 - Land Use and Zoning Maps

When recorded, mail to:
City Clerk
City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408

**BILL #367
CITY OF FERNLEY
ORDINANCE # _____**

A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH CASE NUMBER ZMA25002, TO CHANGE THE ZONING OF A ±23.19-ACRE PARCEL GENERALLY LOCATED AT 2305 FARM DISTRICT ROAD FROM SF20 (SINGLE FAMILY, 20,000-SQUARE FOOT MINIMUM) TO OSP (OPEN SPACE AND PARKS) (APN 021-303-16)

THE CITY COUNCIL OF THE CITY OF FERNLEY, hereinafter “the Council”, DO HEREBY ORDAIN:

Section 1: The zoning of that certain real property totaling ±23.19 acres, more or less, situated in the City of Fernley, Nevada, and owned by City of Fernley, being more particularly described on Exhibit “A” attached hereto and depicted on “Exhibit B” attached hereto is hereby reclassified from SF20 (Single Family, 20,000-square foot minimum) to OSP (Open Space and Parks).

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 to this ordinance as provided by law and to record the same 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 public health, safety, welfare, and convenience.

Section 6: If any subsection, phrase, sentence, or portion of this section 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 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 #365 BEING HEREBY PROPOSED this 1st day of October 2025.

BILL #365 BEING HEREBY PASSED, APPROVED, AND ADOPTED this 15th day of October 2025, by the following vote of the Council:

Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

FERNLEY CITY COUNCIL

By: _____ Date: _____
Neal E. McIntyre, Mayor

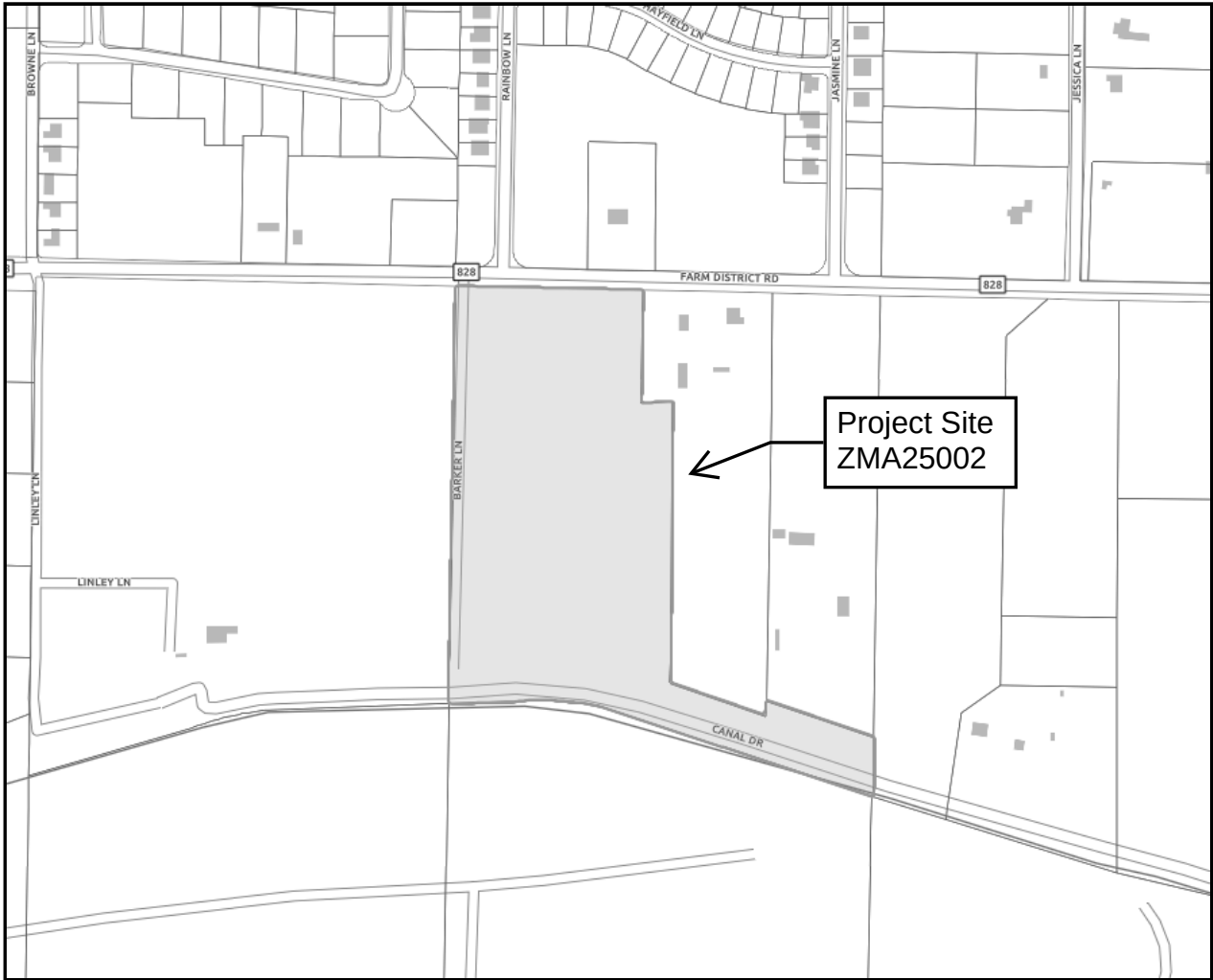
Attest By: _____ Date: _____
Kimberly Swanson, City Clerk

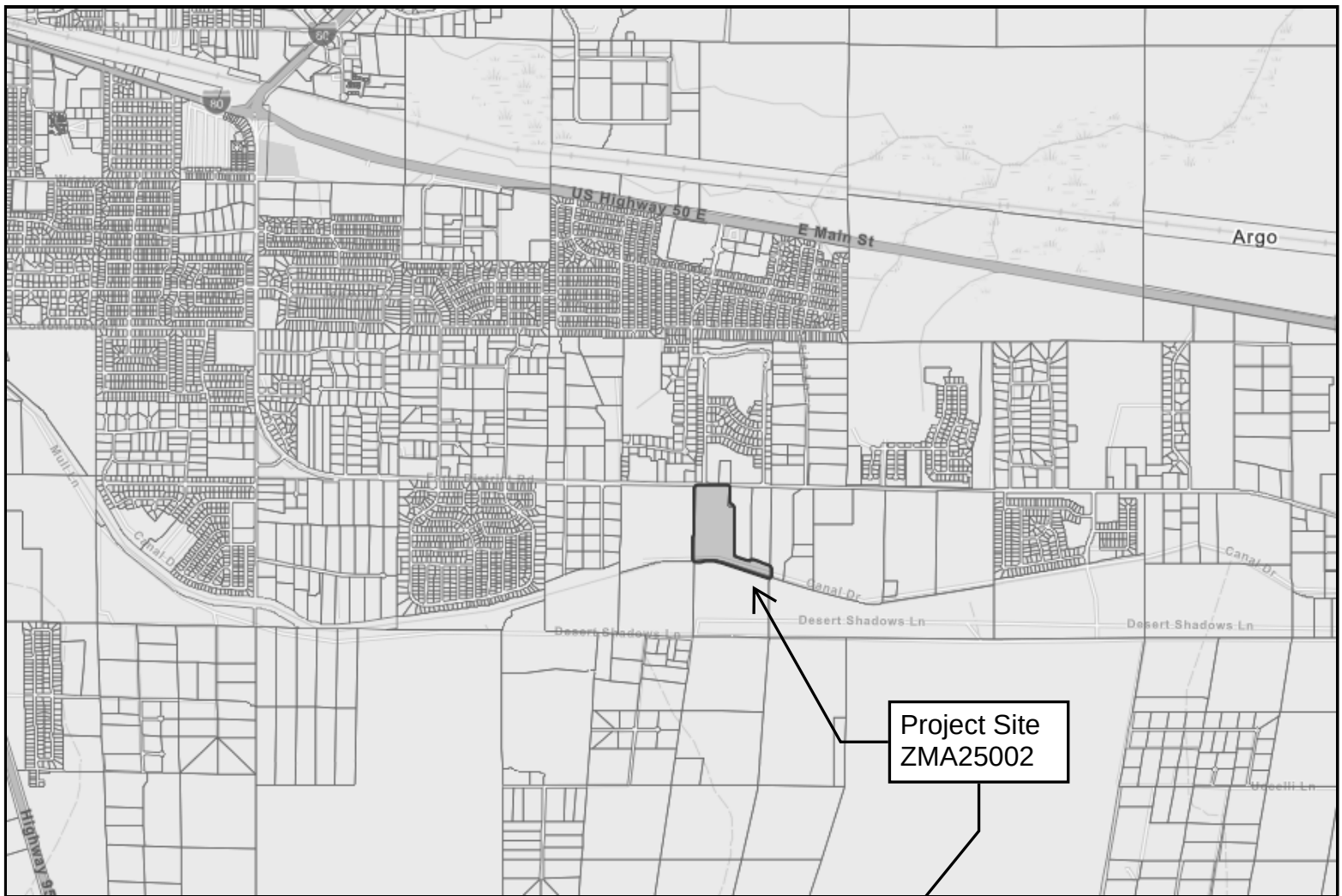
EXHIBIT "A"
Legal Description for Parcel 021-303-16

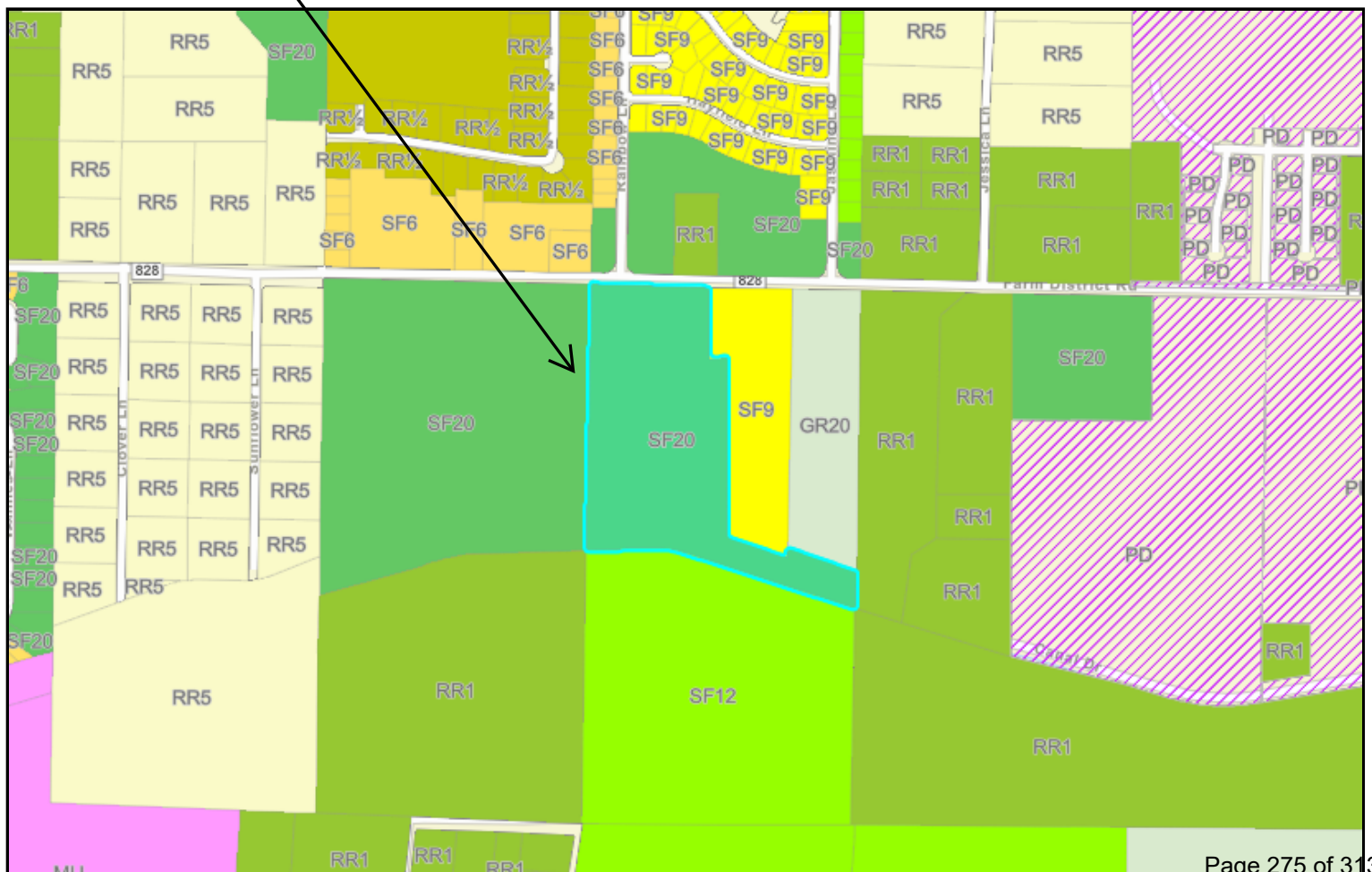
That parcel, located within Section 20, Township 20 North, Range 25 East, M.D.M., City of Fernley, Lyon County, Nevada, more particularly described as follows:

Parcel 3 as defined on the Parcel Map for Grant T. and Mark H. Naderson, File Number 110352 of the Official Records of Lyon County, Nevada.

EXHIBIT "B"









CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 1, 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 to adopt Bill #369 regulating alcohol delivery from licensed 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 adopt Bill #368, an ordinance regulating alcohol delivery from licensed covered food establishments within City limits..

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 # 369

CITY OF FERNLEY

BILL NO. 369

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: October 1, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Acting City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

To be determined.

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and Possible Action to Direct Staff: Consider whether the City should hire a professional consultant to conduct an efficiency study, and provide direction to staff as appropriate.

AGENDA ITEM BRIEF:

On September 3, 2025, Councilman Mendoza requested that this agenda item be discussed.

RECOMMENDED MOTION:

To be determined.

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) Direct staff to implement an efficiency study with direction from the City Council.
- 2) Direct staff to implement an efficiency study with direction from the City Council for Fiscal Year 2026-27.
- 3) City Council may choose not to implement an efficiency study at this time.

BACKGROUND:

In 2022, the City of Fernley City engaged a consultant to complete an efficiency study of the Court and City attorney's office. The Fernley, Nevada, Municipal Court, via Presiding Judge Lori Matheus, requested consulting services for an evaluation of and technical assistance efficiency study for the Municipal Court. The City of Fernley had already commenced efficiency evaluations for selected city departments. In recognition that the court and city attorney provide related justice services, the city sought a national court/justice system provider to conduct a comparable study for the court and city attorney functions. The completed report constitutes the written documentation of the evaluation, findings, and recommendations aimed at enhancing and improving current processes and operations for the Fernley Municipal Court and City Attorney. Recommendations are noted in the following areas: governance and roles, communication and information exchange, court operations and processes, and city attorney operations and processes. Recommendations were given.

In 2021 a Development Review Operations Assessment was completed to accomplish the goal of improving Fernley customer service and internal processes for development applicants through the application of best practices and technology. This assessment led to the development of an Implementation Action Plan, which the City has followed and includes initiatives such as implementing development software.

In 2020, the Fernley City Council had an outside consultant to manage a process to develop a 2021 - 2026 Strategic Plan for the City. The idea behind the Plan was to ensure growth occurs in a manner sensitive to the character of the community. As a result, the City of Fernley developed a 2021-2026 Strategic Plan, which includes the following:

- A community vision statement of what the Fernley community will be as its population grows and role in the region changes.
- A mission statement for the City of Fernley identifying the roles city government will play in serving the community and managing the transition.
- Values that will drive the community transition and reflect what Fernley stands for.
- Community and organizational goals and strategies to achieve the vision and fulfill the mission.
- An action plan that will identify the specific steps and schedule to accomplish the goals.

The 2021-2026 Strategic Plan serves as a guide for city-wide initiatives and is updated annually.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Resolution 25-003 governs the process by which a councilperson initiates an agenda item.

FINANCIAL IMPLICATIONS:

To be determined.

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 1, 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: Motion

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. **The reclassification study was conducted with the Human Resources Manager, per the Personnel Policies and Procedures, Section 4. "Position Classification Plan", Sections 4.1.1. "Purpose" and Section "Reclassification" 4.1.5.1 through 4.1.5.4. The position description's duties and salary were then negotiated in good faith with the Local IBEW 1245 including having the position description signed off as approved by the IBEW 1245 Business Agent as shown in the included position description. This is in accordance with the CBA, "Scope of Bargaining Unit" for new classifications. Both Sections of the COF Personnel Policies and Procedures and the CBA's Scope of Bargaining Unit are included with this presentation packet.**

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 \$27.79 - \$37.72 hourly (57,803.20 - \$78,457.60 annually). The salary range for the Administrative Specialist II classification is \$22.84 - \$30.26 hourly (\$47,502.62 - \$62,947.87 annually).

While this reclassification is creating a new position within the department, it realigns an existing budgeted Administrative Specialist II position with its current responsibilities.

ATTACHMENTS:

1. Justification
2. Proposed Role Description – Utilities Project Coordinator Union Approved Draft
3. Current Role Description – Administrative Specialist II
4. City of Fernley Personnel Policies and Procedures, Sections 4.1.1. and 4.1.5.1. through 4.1.5.4.
5. Collective Bargaining Agreement between the IBEW and City of Fernley, Scope of Bargaining Unit.



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: \$27.79 Hourly, \$57,803.20 / \$37.72 Hourly / \$78,457.60 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 Utilities 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 in project management support, including assist in request of proposal (RFP), presentation and review of proposal and application, 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.

Invoicing and Budget Tracking Support

- Assist with entering and coding invoices into financial tracking systems (e.g., Stamp!i).
- 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 and agenda.
- 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.

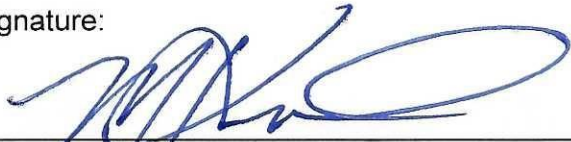
Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records. I further acknowledge that this position description is not a binding contract for secured employment with the City of Fernley.

Employee's Signature

Date

Proposed Reclassification Position Approved:	Yes ☒	No ☐
Reason for Denied Approval:		

Signature:


Marty Kumle, Business Agent
IBEW 1245


Date:

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

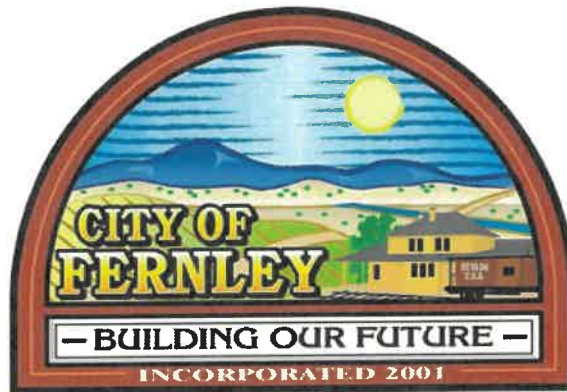
Employee's Acknowledgement: I acknowledge that I have read the above job description and have received a copy for my records. I further acknowledge that this position description is not a binding contract for secured employment with the City of Fernley.

Signature:

Date:

CITY OF FERNLEY

Personnel Policies and Procedures



Policies Revised and
Adopted May 15, 2024

4. POSITION CLASSIFICATION PLAN

4.1. Policy

4.1.1. Purpose

The **City of Fernley** will develop and maintain a classification plan for all positions. Classification plans categorize positions into similar duties, qualifications, and responsibilities called "classes." Each class is defined in a class specification/job description form. The class specification/job description will include: title; definition and/or distinguishing characteristics; essential functions; qualifications for employment including knowledge, skills, ability, experience and/or training required to perform the job; physical and mental requirements and working conditions; and Fair Labor Standards Act (FLSA) status – exempt/non-exempt.

4.1.2. Classification

1. Each position shall be classified consistent with this policy and in accordance with the nature and relative complexity of the essential functions, responsibilities, and authority of the position. Classification of a position shall be effective when approved by City Council.
2. Positions will be allocated to the same class when the following conditions exist:
 - The same descriptive title may be used to designate the positions;
 - Substantially the same level of education, experience, knowledge, skills, ability, and other qualifications are required to perform the duties/essential functions;
 - Similar tests may be used to select employees for the positions;
 - All applicants offered employment in the class are subject to the same type of medical exam(s), if any; and
 - The same level of compensation is appropriate for the positions.
3. Classes will be allocated to a pay grade based on comparison to other **City of Fernley** classes and salaries paid by comparable employers for comparable work.

4.1.3. Maintenance and Revision

The **City of Fernley** will periodically review the classification plan and recommend to the City Council the revision, addition, or abolishment of classes.

4.1.4. New Positions

When a new position is to be created, the City Manager will recommend to the City Council an appropriate class for the new position. When preparing a request for a new position, the requesting party shall consult the Human Resource Manager to determine the appropriate classification for the duties to be assigned to the new position.

4.1.5. Reclassification

1. When a department manager believes the duties/essential functions of a position have changed to the extent they no longer fit within the current class, the duties/essential

functions will be reviewed and, if appropriate, the position reclassified to the appropriate class. Reclassification will not be undertaken as a substitute for discipline or hiring practices, nor to effect a change in salary in the absence of a significant change in assigned duties/essential functions and responsibilities.

2. Reclassification must be confirmed by City Council.
3. A change in a position's classification does not constitute the sole basis for determining whether the employee in a position will also be assigned to the new position.
4. The decision as to reclassification of a position shall be made by the City Manager with the concurrence of the City Council. The decision to place the current employee in the new class shall be based upon the qualifications and job performance of the employee. The employee will be assigned to the class whenever a position is reallocated to a higher-level class and the employee has satisfied the following requirements:
 - Completes the introductory period for the position as previously allocated;
 - Demonstrates acceptable or better job performance; and
 - Possesses the knowledge, skills, and ability required for the higher class.
5. Whenever a position is reclassified to a lower-level class, the current employee will be placed in the lower-level class.

4.1.6. Reallocation

A class may be reallocated to a higher pay grade or to a lower pay grade based on a change in duties/essential functions and responsibilities for all positions in the class or based upon salaries paid by other comparable employers for comparable work.

4.2. Procedure

4.2.1. Requests for Classification/Reallocation Review

1. Submission Process

Requests for classification/reallocation review are made by the employee to the Department Head who will submit a request for classification review to the Human Resource Manager who will review the request and, if appropriate, send it with a written memorandum explaining the reasons the request meets the criteria for a classification/reallocation study to the City Manager. At a minimum, the request shall include the specific duty and responsibility changes, and a verification that the changes are to be permanent. The City Manager will review the request and indicate if the request meets the required criteria and whether or not a study will be conducted.

An employee may request the classification/reallocation review be forwarded to the Human Resource Manager even if the Department Head does not concur. The employee will notify the Department Head in writing s/he wants the Human Resource Manager to review the denied request. The reasons for disagreeing with the employee's request shall accompany any request forwarded to the Human Resource Manager.

AGREEMENT BETWEEN
CITY OF FERNLEY
AND
LOCAL UNION 1245 OF
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO
JULY 1, 2018 -JUNE 30, 2022
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PREAMBLE

This Agreement by and between the City of Fernley, hereinafter referred to as the City, and Local Union 1245 of International Brotherhood of Electrical Workers {IBEW}, affiliated with the American Federation of Labor-Congress of Industrial Organizations, hereinafter referred to as the Union.

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the City, Union, and the general public may benefit therefrom and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the City; and,

WHEREAS, the City is engaged in furnishing public services essential to health, safety and welfare of the residents of the City; and,

WHEREAS, the City, its employees and the representatives of its employees have a high degree of responsibility to the public.

NOW, THEREFORE, the parties enter into this Agreement as a means of maintaining a harmonious relationship and fostering a responsible and peaceful labor relations policy.

I.RECOGNITION OF BARGAINING UNIT REPRESENTATIVE

Recognition

In accordance with the provisions of NRS 288, the City recognizes the Union as the exclusive collective bargaining representative of those regular full-time employees in the classifications set forth below and excluding any part-time, seasonal, temporary, supervisory, administrative and confidential employees. This recognition is granted for the period during which the Union qualifies as the exclusive representative of those employees under provisions of NRS 288.

New Employee Information

The City shall provide within thirty {30} calendar days to the Union the name, classification, and department of each new hire by the City who would be eligible for inclusion into the unit. All information furnished is for the exclusive use of the Union and shall not be used for another purpose or be given to any other person or organization without the expressed written approval of the employee involved.

Scope of Bargaining Unit

For the purpose of collective bargaining as defined in NRS 288, the City shall recognize the Union as the exclusive representative for those classifications set forth in Appendix

A. New classifications, which are appropriate for inclusion in the Bargaining Unit, may be established in the future and representation shall be automatic after establishment of the new classification and rate of pay.

Definition of Employees

Provisions of this Agreement shall be limited in their application to employees of the City as described above. When the words "employee" and "employees" are used in this Agreement, they shall be construed to refer only to employees described above, unless otherwise noted.

Dues Deduction

The City shall deduct from their wages and forward to the Union {IBEW} offices, as directed by the Union, the membership dues of the members of the Union who individually and voluntarily authorize such deductions in writing. The form of check-off authorization shall be approved by the City and the Union.

The Union and affected employees shall indemnify and hold the City harmless against any and all claims, demands, costs {including attorney's fees}, suits and all forms of liability and damages {including, but not limited to, compensatory, consequential and punitive damages} which may arise out of or by reason of any action taken or not taken by the City pursuant to the above paragraph.

No Discrimination

It is the policy of the City and the Union not to discriminate against any employee because of race, creed, color, religion, marital status, sex, age, color, national origin, disability, eligibility for military service sexual orientation, genetic information, domestic partnership or any other basis, and/or for either joining or not joining the Union.

II. PERSONNEL RULES AND REGULATIONS

The City and the Union have reviewed the various drafts of the Personnel Policy Manual {08-05-15} and agree that all of the items apply to the employees in the Bargaining Unit and any unique items shall be noted in this Agreement. Those items that pertain to the exclusive right of the Union to negotiate shall not be changed without appropriate negotiations.

The following items were moved to the Personnel Policy Manual {07-10-00}:

Length of Service – The definition of this term is added to Section 13. Length of



CITY OF FERNLEY City Manager's Office

Administration
Human Resources
Budgeting
Risk Management
Animal Control
& Contract

Memorandum of Understanding Between City of Fernley and IBEW 1245 May 2, 2022

City of Fernley and IBEW Local 1245 jointly desire to extend the current agreement dated July 1, 2018 – June 30, 2022, previously negotiated between the two parties. The original agreement is mutually extended for four years until June 30, 2026.

The parties further agree:

- All employees will receive a 2% increase effective the first day of the pay period including July 1st of each year.
- Employees with an acceptable evaluation (rating of 3 or higher) will receive an additional 3% effective the first day of the pay period including their anniversary date each year.
- Employees with 10 or more continuous years of service will receive an additional 2% with an acceptable annual evaluation effective the first day of the pay period including their anniversary date each year.
- Health insurance monthly waiver will increase from \$200 per month to \$300 per month.

In addition, the parties agree to:

- Revise language regarding the City's financial qualifications for the annual increase.
- Include all job descriptions in the agreement.
- Work together to review/revise the current pay scale as agreed upon.

Signed by: Daphne Hooper

City of Fernley's Representative

Daphne Hooper
Daphne Hooper, City Manager

Date: 05/06/2022

City Negotiating Team: Daphne Hooper, City Manager, Roy Edgington, Mayor, Denise Lewis, Finance Director, Shannon McKnight, Human Resources, Albert Torres, City Council Member, and Ray Lacy, City Council Member.

Union Bargaining Unit Negotiating Team

Date: 5.10.22

Randy Gahr
Randy Gahr
Negotiating Team

Randy Pruden
Randy Pruden
Negotiating Team

Mike Venturino
Mike Venturino
Business Representative IBEW LU 1245

Dylan Gottfried
Dylan Gottfried
Senior Asst. Business Manager IBEW LU 1245

IBEW Regional Office

Bob Dean
Bob Dean
Business Manager IBEW LU 1245

Ratification of the Agreement
Fernley City Council, by a vote of
Ayes 5 Nays 0 Date: 4/7/22

Roy Edgington
Roy Edgington
Mayor

Kimberly Swanson
Attest: Kimberly Swanson
City Clerk



COF Personnel Policies & Procedures

Section 4: Position Classification Plan

A comprehensive framework for organizing and defining all City of Fernley positions to ensure consistency, fairness, and alignment with organizational objectives.

Purpose and Framework of Position Classification

Systematic Framework

Establishes clear structure for defining and organizing all City positions with standardized processes and procedures.

Management Alignment

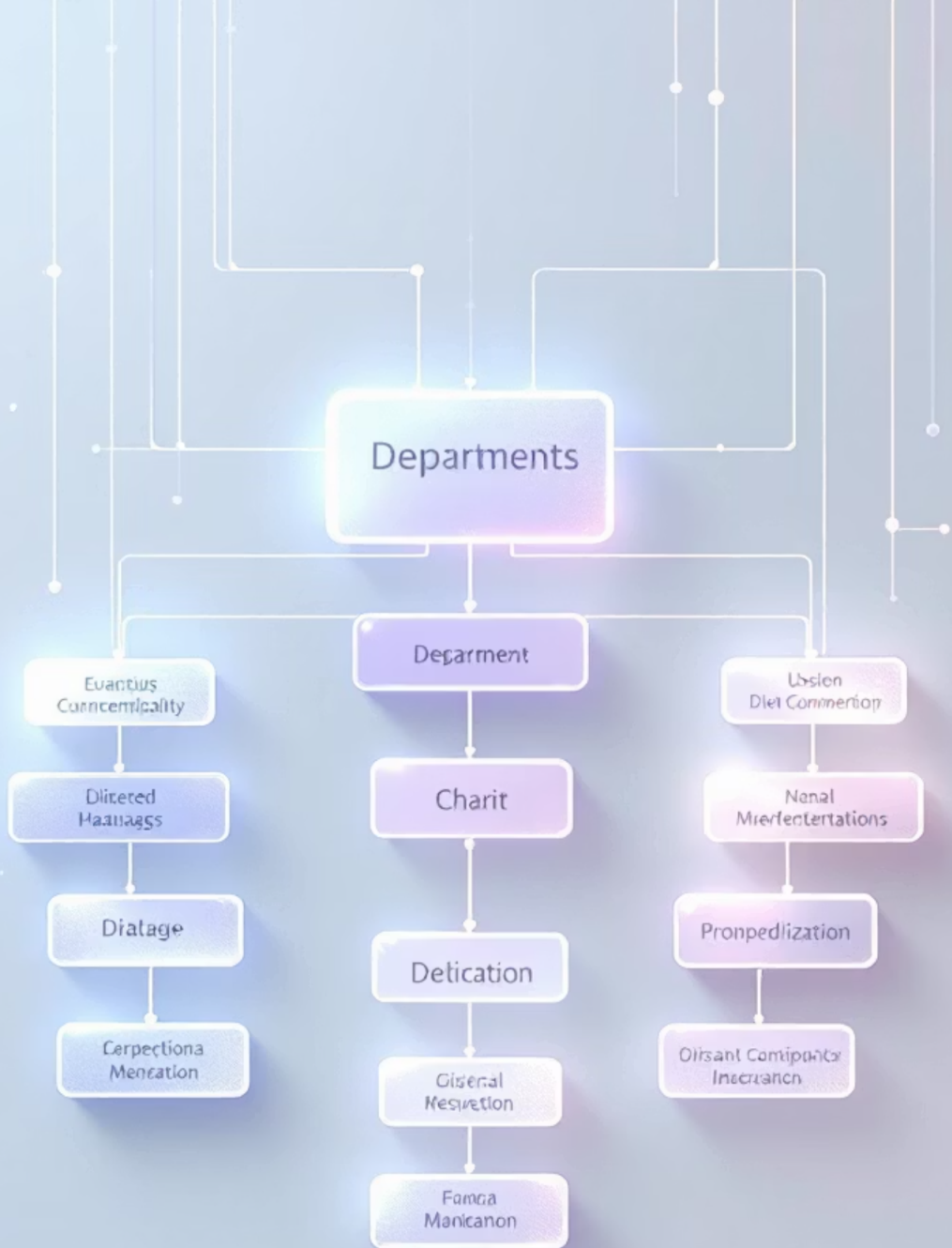
Ensures position classifications support management objectives and integrate seamlessly with compensation plans.

Standardization

Provides consistent job titles, class codes, and detailed specifications to maintain uniformity across all departments.

Fair Classification

Supports equitable and consistent position classification practices throughout the entire organization.





Section 4.1.5: Reclassification Process

01

Initial Assessment

Department manager identifies significant changes in position duties and essential functions that no longer align with current classification.

02

Comprehensive Review

Thorough evaluation of modified duties and responsibilities to determine appropriate classification level and requirements.

03

City Council Confirmation

All reclassification decisions must receive formal confirmation and approval from City Council before implementation.

04

Employee Placement Decision

City Manager evaluates current employee's qualifications, performance, and ability to meet new position requirements.



Union Partnership Agreement

Local Union 1245 Partnership

The City of Fernley recognizes the International Brotherhood of Electrical Workers (IBEW) Local Union 1245 as the exclusive bargaining representative for designated classifications.

Scope of Representation

- Classifications defined in Appendix A
- Automatic inclusion of new appropriate classifications
- Established representation upon rate determination



This collaborative approach ensures proper representation for union-eligible positions while maintaining operational flexibility for emerging roles and classifications.

Case Study: Administrative Specialist II Reclassification

The Utilities Department has evolved significantly since its inception. What began as a general administrative support role has transformed into a comprehensive project coordination position requiring specialized skills and expanded responsibilities.

- 1 Department Creation**
Initial Administrative Specialist II role established for basic clerical and administrative support in newly formed Utilities Department.
- 2 Operational Growth**
Department complexity increased, revealing need for more specialized project coordination and management capabilities.
- 3 Position Development**
HR collaboration resulted in comprehensive Project Coordinator position description reflecting actual job functions and requirements.
- 4 Union Approval**
Local 1245 reviewed and approved inclusion of Project Coordinator position into bargaining unit structure.



Project Coordinator: Expanded Responsibilities



Council & Agenda Management

Prepare comprehensive council presentations, manage agenda items, and coordinate municipal meeting requirements and documentation.



Financial Coordination

Manage invoicing processes, budget tracking, and financial documentation for multiple concurrent utility projects and initiatives.



Bid Management

Oversee competitive bidding processes, vendor evaluation, and procurement coordination for utilities department projects.



Regulatory Compliance

Oversee adherence to federal, state, and local regulations while ensuring all utilities projects meet compliance standards.



Contract & Legal Support

Develop contract specifications, coordinate legal reviews, and ensure proper documentation for all contractual agreements.



GIS & As-Built Coordination

Maintain geographic information systems, coordinate as-built documentation, and ensure accurate infrastructure mapping and records.

**City of Fernley
Project Coordinator**

Salary Range: \$27.79 Hourly, \$57,803.20 / \$37.72 Hourly / \$78,457.60 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 Utilities 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 in project management support, including assist in request of proposal (RFP), presentation and review of proposal and application, 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.

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 and agenda.
- 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

Proposed Reclassification Position Approved:	Yes ☒	No ☐
Reason for Denied Approval:		

Signature:


Marty Kumle, Business Agent
IBEW 1245


Date:

A photograph of three business professionals in an office setting. On the left, a Black woman with glasses and a tan blazer is smiling. In the center, a man with a beard and a dark blue blazer is shaking hands with her. On the right, a woman with dark hair and a dark blue patterned shirt is also smiling. Behind them is a large screen displaying the text "Thank you for your consideration. Questions?".

Thank you for your
consideration.

Questions?



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 1, 2025

REPORT TO: Mayor and City Council

REPORT FROM:

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

ACTION REQUESTED:

AGENDA ITEM:

Discussion and possible action regarding canceling the July 1, 2026, City Council Meeting due to City of Fernley 25th Anniversary events. (Councilman Hanan)

AGENDA ITEM BRIEF:

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None