



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, December 3, 2025 • 5:00 PM

Mayor
Neal E. McIntyre

City Council
Ward 1 - Ryan Hanan
Ward 2 - Felicity Zoberski
Ward 3 - Stan Lau
Ward 4 - Albert Torres
Ward 5 - Joe Mendoza

City Manager

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

Zoom information:

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

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

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

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

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

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

1.3. Public Forum

1.4. (For Possible Action) Approval of Agenda

2. CONSENT AGENDA

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

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

2.4. Possible action to advance design of 6th, 7th and B to G Streets Reconstruction and Miller Lane Improvements utilizing RTC reimbursement funds for a total of \$800,000

2.5. Possible action to approve payment to Sierra Nevada Construction, Inc. for the emergency roadway repair of Farm District Rd (SR 828) in the amount of \$38,857.35.

2.6. Possible Action to reappoint Barry Williams Sr. and Jacob VanderHeiden to the Fernley Planning Commission for another 4-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. ORDINANCES

5.1. (For Possible Action) Introduction and first reading of Bill #372 associated with ANX25001, a petition from M4 Victory Power QOZB, LLC to annex parcel 021-031-13 containing approximately 107.87 acres and generally located east of Interstate 80, west of Fernley Sink Lake, northeast of Duffy Road, and north of the existing Victory Logistics Planned Development to the City of Fernley.

6. PUBLIC FORUM

7. ADJOURNMENT

Next Meeting: December 17th @ 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
ACC BUSINESS								
9095	ACC BUSINESS	6797059011	49400 CRRC Router Sept 10-Oct 10 2025	10/11/2025	1,114.19	11/19/2025	100-417-530 Communications	1025
Total 9095:					1,114.19			
ALLDATA LLC								
8930	ALLDATA LLC	INVC06300887	ALL DATA AUTOMOTIVE SERVICES	11/13/2025	361.60		100-480-342 Tech Services-Other	1125
Total 8930:					361.60			
ARAMARK (VESTIS)								
1895	ARAMARK (VESTIS)	5980335383	PS janitorial supplies	11/11/2025	154.11	11/19/2025	510-840-420 Outside Services	1125
1895	ARAMARK (VESTIS)	5980335391	uniforms	11/11/2025	87.83	11/19/2025	100-480-420 Outside Services	1125
1895	ARAMARK (VESTIS)	5980335392	matts for shop and rags	11/11/2025	101.30	11/19/2025	100-480-420 Outside Services	1125
1895	ARAMARK (VESTIS)	5980335394	floor mat service	11/11/2025	32.85	11/19/2025	510-810-420 Outside Services	1125
1895	ARAMARK (VESTIS)	5980336979	UNIFORMS	11/18/2025	87.83		100-480-420 Outside Services	1125
1895	ARAMARK (VESTIS)	5980336980	Mats/Clothing	11/18/2025	83.77	11/19/2025	100-475-420 Outside Services	1125
1895	ARAMARK (VESTIS)	5980336981	floor mat service	11/18/2025	32.85		510-810-420 Outside Services	1125
Total 1895:					580.54			
AT&T								
13	AT&T	7480958015	07048 WTP Ethernet OCT 25	10/01/2025	2,575.28		100-417-530 Communications	1025
13	AT&T	81650 OCT 25	775-835-8598 165 0	10/26/2025	2,934.23	11/19/2025	100-417-530 Communications	1025
13	AT&T	96145 NOV 25	131 252-7192 857 4	11/02/2025	308.16	11/25/2025	100-417-530 Communications	1125
13	AT&T	96145 NOV 25	131 252-8129 614 5	11/02/2025	230.00	11/25/2025	100-417-530 Communications	1125
Total 13:					6,047.67			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343 Nov25	81551934 OCT- 2025	11/04/2025	1,061.38		100-417-530 Communications	1125
Total 448:					1,061.38			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	49358	battery's for vehicles	10/30/2025	495.00	11/19/2025	100-480-610 Automotive Supplies	1025
8868	AUTO & TRUCK ELECTRIC, INC	49358	battery for chevy tahoe	10/30/2025	185.00	11/19/2025	100-126000 Intergovernmental Receivable	1025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8868:					680.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	23195/5	Replacement water valves on WWTP sink	11/12/2025	21.98	11/19/2025	520-810-614 Shop Supplies	1125
20	BIG R OF FERNLEY	23196/5	Bib, Pin, pry bar, Aluminum	11/12/2025	40.25	11/19/2025	100-575-600 General Supplies	1125
20	BIG R OF FERNLEY	23196/5	Gloves	11/12/2025	20.95	11/19/2025	100-575-616 Safety Supplies	1125
20	BIG R OF FERNLEY	23202/5	Hose, Aersol, Funnel	11/13/2025	44.26	11/19/2025	100-575-600 General Supplies	1125
20	BIG R OF FERNLEY	23203/5	Chain/Rope	11/13/2025	25.93	11/19/2025	100-475-600 General Supplies	1125
20	BIG R OF FERNLEY	23210/5	Tape, Paper towel holder, Pipe wrap	11/14/2025	43.96	11/19/2025	100-575-600 General Supplies	1125
20	BIG R OF FERNLEY	23211/5	Muck boots for Jaidyn Juliot, winter bibs for Mat and Jaidyn	11/14/2025	286.73	11/19/2025	510-810-616 Safety Supplies	1125
20	BIG R OF FERNLEY	23230/5	fuel mix	11/17/2025	32.99	11/19/2025	100-575-600 General Supplies	1125
20	BIG R OF FERNLEY	23242/5	Cable, Anchors, Hardware	11/19/2025	102.12	11/19/2025	100-417-600 General Supplies	1125
20	BIG R OF FERNLEY	23246/5	Tape/Straps	11/20/2025	16.58		100-575-600 General Supplies	1125
20	BIG R OF FERNLEY	23256/5	Hardware	11/21/2025	14.39		100-575-600 General Supplies	1125
20	BIG R OF FERNLEY	23257/5	Bulb	11/21/2025	19.99		100-417-612 Building Maint Supplies	1125
Total 20:					670.13			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	AG8TI9A	Laptop for Proj Coord L. Farmer	11/12/2025	192.00	11/19/2025	510-840-605 Minor Equipment	1125
27	CDW GOVERNMENT INC.	AG8TI9A	Laptop for Proj Coord L. Farmer	11/12/2025	384.00	11/19/2025	510-810-605 Minor Equipment	1125
27	CDW GOVERNMENT INC.	AG8TI9A	Laptop for Proj Coord L. Farmer	11/12/2025	191.99	11/19/2025	510-810-605 Minor Equipment	1125
27	CDW GOVERNMENT INC.	AG8UF9R	New computer upgrade/replace GIS T.L	11/12/2025	195.20		100-529-605 Minor Equipment	1125
27	CDW GOVERNMENT INC.	AG8WB6W	Printer for Eng Mgr A Navarro	11/12/2025	276.45	11/19/2025	510-810-605 Minor Equipment	1125
27	CDW GOVERNMENT INC.	AG8WB6W	Printer for Eng Mgr A Navarro	11/12/2025	138.22	11/19/2025	510-840-605 Minor Equipment	1125
27	CDW GOVERNMENT INC.	AG8WB6W	Printer for Eng Mgr A Navarro	11/12/2025	138.22	11/19/2025	510-810-605 Minor Equipment	1125
Total 27:					1,516.08			
CERRIS SYSTEMS RENO, INC.								
9033	CERRIS SYSTEMS RENO, INC.	7561	PS HVAC repairs	11/19/2025	3,601.00		510-840-424 Outside Serv-HVAC	1125
Total 9033:					3,601.00			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	175969701110125	69701 595 Silver Lace OCT 25	11/01/2025	1,336.57		100-417-530 Communications	1125
4479	CHARTER COMMUNICATIONS	175970201110125	7020 355 Cottonwood 11/01-11/30/25	11/01/2025	387.27		100-417-530 Communications	1125
Total 4479:					1,723.84			
CLARKE MOSQUITO CONTROL PRODUCT								
1936	CLARKE MOSQUITO CONTROL PRODUCT	5114778	Flushing Solvent	11/18/2025	191.00	11/19/2025	100-528-617 Chemical Supplies	1125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 1936:					191.00			
DOOLEY ENTERPRISES INC								
9098	DOOLEY ENTERPRISES INC	70861	Marshal Ammunition	10/23/2025	1,034.37		100-425-600 General Supplies	1025
Total 9098:					1,034.37			
DOWL, LLC								
8931	DOWL, LLC	7363.30292.03-4	GIS Support - DOWL	11/07/2025	1,881.00	11/19/2025	100-529-320 Prof Serv-Engineering	1125
Total 8931:					1,881.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	111725	REIMB FOR GRADE 1 CERTIFICATION RENEWAL	11/17/2025	130.00	11/19/2025	520-810-642 Licenses and Permits	1125
Total 8639:					130.00			
FED EX								
52	FED EX	9-067-75709	WTP Oil Samples	11/14/2025	23.23	11/19/2025	510-840-550 Printing and Postage	1125
Total 52:					23.23			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-4418447	GASOLINE-WW	10/31/2025	926.19	11/19/2025	520-810-626 Gasoline	1025
18	FLYERS ENERGY, LLC	CFS-4418447	GASOLINE-ANIMAL CONTROL	10/31/2025	200.86	11/19/2025	100-525-626 Gasoline	1025
18	FLYERS ENERGY, LLC	CFS-4418447	GASOLINE-WTP	10/31/2025	92.41	11/19/2025	510-840-626 Gasoline	1025
18	FLYERS ENERGY, LLC	CFS-4418447	GASOLINE-COURT	10/31/2025	37.75	11/19/2025	100-425-626 Gasoline	1025
18	FLYERS ENERGY, LLC	CFS-4418447	GASOLINE-ENG	10/31/2025	35.60	11/19/2025	100-529-626 Gasoline	1025
18	FLYERS ENERGY, LLC	CFS-4418447	GASOLINE-PARKS	10/31/2025	449.52	11/19/2025	100-575-626 Gasoline	1025
18	FLYERS ENERGY, LLC	CFS-4418447	GASOLINE-STREETS	10/31/2025	1,323.47	11/19/2025	100-475-626 Gasoline	1025
18	FLYERS ENERGY, LLC	CFS-4418447	GASOLINE-BUILDING	10/31/2025	261.34	11/19/2025	100-605-626 Gasoline	1025
18	FLYERS ENERGY, LLC	CFS-4418447	GASOLINE-WD	10/31/2025	905.43	11/19/2025	510-810-626 Gasoline	1025
18	FLYERS ENERGY, LLC	CFS-4418447	GASOLINE-FLEET	10/31/2025	197.51	11/19/2025	100-480-626 Gasoline	1025
18	FLYERS ENERGY, LLC	CFS-4418447	GASOLINE-FACILITIES	10/31/2025	461.19	11/19/2025	100-417-626 Gasoline	1025
Total 18:					4,891.27			
HACH COMPANY								
406	HACH COMPANY	14759425	Lab supplies	11/17/2025	129.18	11/19/2025	510-840-614 Shop Supplies	1125
406	HACH COMPANY	14761296	PS instrument sensors	11/18/2025	777.00	11/19/2025	510-840-614 Shop Supplies	1125
Total 406:					906.18			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
HANNEMAN SERVICE									
70	HANNEMAN SERVICE	111959	Misc. Service Labor	11/05/2025	145.00	11/19/2025	100-615-420	Outside Services	1125
70	HANNEMAN SERVICE	111960	Misc. Service Labor	11/05/2025	145.00	11/19/2025	100-615-420	Outside Services	1125
70	HANNEMAN SERVICE	14568	2001 BMW 325I Green/Black No Plates 4550 Spaight Way	11/05/2025	55.00	11/19/2025	100-615-420	Outside Services	1125
70	HANNEMAN SERVICE	14569	2003 Chevy S-10 Truck No Plates On Newlands across from	11/05/2025	55.00	11/19/2025	100-615-420	Outside Services	1125
Total 70:					400.00				
HAT LTD PARTNERSHIP									
110	HAT LTD PARTNERSHIP	17268991	Temp Manpower S Hedrick Wend 9/7/2025	09/10/2025	111.11	11/19/2025	510-810-420	Outside Services	925
110	HAT LTD PARTNERSHIP	17268991	Temp Manpower S Hedrick Wend 9/7/2025	09/10/2025	586.56	11/19/2025	100-416-420	Outside Services	925
110	HAT LTD PARTNERSHIP	17268991	Temp Manpower S Hedrick Wend 9/7/2025	09/10/2025	58.20	11/19/2025	520-810-420	Outside Services	925
110	HAT LTD PARTNERSHIP	17270845	Temp Manpower S Hedrick Wend 11/2/2025	11/05/2025	119.52	11/19/2025	510-810-420	Outside Services	1125
110	HAT LTD PARTNERSHIP	17270845	Temp Manpower S Hedrick Wend 11/2/25	11/05/2025	630.93	11/19/2025	100-416-420	Outside Services	1125
110	HAT LTD PARTNERSHIP	17270845	Temp Manpower S Hedrick Wend 11/2/2025	11/05/2025	62.60	11/19/2025	520-810-420	Outside Services	1125
110	HAT LTD PARTNERSHIP	17271071	Temp Manpower S Hedrick Wend 11/9/2025	11/12/2025	832.06	11/19/2025	100-416-420	Outside Services	1125
110	HAT LTD PARTNERSHIP	17271071	Temp Manpower S Hedrick Wend 11/9/2025	11/12/2025	157.62	11/19/2025	510-810-420	Outside Services	1125
110	HAT LTD PARTNERSHIP	17271071	Temp Manpower S Hedrick Wend 11/9/2025	11/12/2025	82.56	11/19/2025	520-810-420	Outside Services	1125
110	HAT LTD PARTNERSHIP	17271303	Temp Manpower S Hedrick Wend 11/16/25	11/19/2025	54.84		520-810-420	Outside Services	1125
110	HAT LTD PARTNERSHIP	17271303	Temp Manpower S Hedrick Wend 11/16/25	11/19/2025	104.71		510-810-420	Outside Services	1125
110	HAT LTD PARTNERSHIP	17271303	Temp Manpower D Gonzales W/end 11/16/25	11/19/2025	104.71		520-810-420	Outside Services	1125
110	HAT LTD PARTNERSHIP	17271303	Temp Manpower D Gonzales W/end 11/16/25	11/19/2025	552.75		100-416-420	Outside Services	1125
110	HAT LTD PARTNERSHIP	17271303	Temp Manpower S Hedrick Wend 11/16/25	11/19/2025	552.75		100-416-420	Outside Services	1125
110	HAT LTD PARTNERSHIP	17271303	Temp Manpower D Gonzales W/end 11/16/25	11/19/2025	54.85		510-810-420	Outside Services	1125
Total 110:					4,065.77				
IBEW Local 1245									
83	IBEW Local 1245	NOV 2025-1	UNION DUES, ONE HALF OF MONTH	11/14/2025	1,391.91	11/14/2025	100-219900	OTHER PAYROLL PAYABLES	1125
Total 83:					1,391.91				
INTERNAL REVENUE SERVICE									
7879	INTERNAL REVENUE SERVICE	NOV 2025-1	MED TAX PAYABLE, PAYROLL	11/14/2025	8,001.56	11/14/2025	100-211000	FICA PAYABLE	1125
7879	INTERNAL REVENUE SERVICE	NOV 2025-1	FICA TAX PAYABLE, PAYROLL	11/14/2025	145.04	11/14/2025	100-211000	FICA PAYABLE	1125
7879	INTERNAL REVENUE SERVICE	NOV 2025-1	W/HOLD TAX PAYABLE, PAYROLL	11/14/2025	30,929.83	11/14/2025	100-212000	FEDERAL WITHHOLDING PAYAB	1125
Total 7879:					39,076.43				
INTERWEST CONSULTING GROUP, INC									
9035	INTERWEST CONSULTING GROUP, INC	2761115	Municipal Code Amendment for Code Enforcement	10/31/2025	1,185.00	11/19/2025	100-615-420	Outside Services	1025
9035	INTERWEST CONSULTING GROUP, INC	2765391	Municipal Code Amendment for Code Enforcement	10/31/2025	1,430.00	11/19/2025	100-615-420	Outside Services	1025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9035:					2,615.00			
LOW STUMP LLC								
9060	LOW STUMP LLC	1201	Tree Removal	11/21/2025	3,500.00		100-575-420 Outside Services	1125
Total 9060:					3,500.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	72397	Conference Table Supplies	11/10/2025	101.35		100-413-600 General Supplies	1125
7650	LOWES CREDIT SERVICES	76505	cleaning brush	11/12/2025	9.46		520-810-614 Shop Supplies	1125
7650	LOWES CREDIT SERVICES	76627	Electrician supplies	11/12/2025	54.03		520-810-614 Shop Supplies	1125
7650	LOWES CREDIT SERVICES	76769	PVC parts	11/12/2025	4.60		520-810-600 General Supplies	1125
7650	LOWES CREDIT SERVICES	76801	GFI, Heater, Insulation	11/12/2025	143.98		100-575-600 General Supplies	1125
7650	LOWES CREDIT SERVICES	77607	WWTP sink parts and compressed air	11/12/2025	40.92		520-810-614 Shop Supplies	1125
7650	LOWES CREDIT SERVICES	78423	Hose, Nozel	11/13/2025	56.96		100-575-600 General Supplies	1125
7650	LOWES CREDIT SERVICES	78863	Waterproof gloves, wheel, fogger, steel plugs	11/13/2025	116.88		100-575-600 General Supplies	1125
7650	LOWES CREDIT SERVICES	79524	Conference Table Supplies	10/29/2025	148.76	11/19/2025	100-413-600 General Supplies	1025
7650	LOWES CREDIT SERVICES	86504	Electrician supplies	11/17/2025	65.51		520-810-614 Shop Supplies	1125
7650	LOWES CREDIT SERVICES	86548	Pruner, Split Rail, Fish Tape	11/17/2025	87.20		100-575-600 General Supplies	1125
7650	LOWES CREDIT SERVICES	88598	Keys, Paint	11/18/2025	37.90		100-417-600 General Supplies	1125
7650	LOWES CREDIT SERVICES	88939	Conference Table Supplies	11/03/2025	75.86		100-413-600 General Supplies	1125
7650	LOWES CREDIT SERVICES	90444	PS Shop Shelves	11/19/2025	764.02		510-840-614 Shop Supplies	1125
7650	LOWES CREDIT SERVICES	92502	Well house floor paint and supplies	11/20/2025	376.63		510-810-614 Shop Supplies	1125
7650	LOWES CREDIT SERVICES	92502	cleaning supplies	11/20/2025	74.36		510-810-600 General Supplies	1125
7650	LOWES CREDIT SERVICES	971918	Spooktacular decorations	10/09/2025	840.71	11/19/2025	100-412-650 Community Support	1025
7650	LOWES CREDIT SERVICES	976253	Spooktacular Decor 25	10/27/2025	123.04	11/19/2025	100-412-650 Community Support	1025
7650	LOWES CREDIT SERVICES	985042 -PSTQXE	Parts for A/C install at the WWTP	10/16/2025	18.32	11/19/2025	520-810-600 General Supplies	1025
7650	LOWES CREDIT SERVICES	995413-PTIIRW	Spooktacular Decor	10/21/2025	573.13	11/19/2025	100-412-650 Community Support	1025
Total 7650:					3,713.62			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	129086	Design - Lumos	08/31/2025	28,396.50		100-475-745 RTC Reimbursable	825
370	LUMOS & ASSOCIATES INC	129249	Design - Fernley Industrial Park	09/23/2025	1,501.25	11/19/2025	100-475-745 RTC Reimbursable	925
370	LUMOS & ASSOCIATES INC	129637	Design - Fernley Industrial Park	10/17/2025	1,007.50	11/19/2025	100-475-745 RTC Reimbursable	1025
370	LUMOS & ASSOCIATES INC	130120	East Lift station Improvements	11/14/2025	5,310.00	11/19/2025	520-166100 Construction In Progress	1125
370	LUMOS & ASSOCIATES INC	130194	Pond 4A and 4B Relining	11/18/2025	10,373.00		520-166100 Construction In Progress	1125
Total 370:					46,588.25			
MARQUIS AURBACH CHTD								
9072	MARQUIS AURBACH CHTD	449187	outside legal union	11/10/2025	176.66	11/19/2025	100-414-310 Prof Serv-Legal	1125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9072:					176.66			
MCDONALD CARANO								
322	MCDONALD CARANO	12512913	outside legal planning	10/30/2025	1,496.25	11/19/2025	100-414-310 Prof Serv-Legal	1025
Total 322:					1,496.25			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	BP25-400	PERMIT FEE REFUND BP25-400	11/12/2025	116.88	11/14/2025	100-320-200 Building and Civil Permit Fees	1125
1111	MISCELLANEOUS ONE TIME VENDOR	BP25-489	PERMIT FEE REFUND BP25-489	11/12/2025	108.27	11/14/2025	100-320-200 Building and Civil Permit Fees	1125
1111	MISCELLANEOUS ONE TIME VENDOR	MS00007	CERTIFIED PRIOR- ALEXYS ACUNA	11/13/2025	125.00	11/14/2025	100-414-322 Prof Serv-Other	1125
Total 1111:					350.15			
MOUNTAIN ALARM								
8814	MOUNTAIN ALARM	7365471	Quarterly Alarm Maintenance	12/01/2025	2,040.45	11/19/2025	100-417-430 Outside Serv-Repair & Maint	1225
Total 8814:					2,040.45			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	439559	Streets backhoe hydraulic line repair	11/12/2025	75.64	11/19/2025	100-480-610 Automotive Supplies	1125
58	NAPA AUTO & TRUCK PARTS	439594	Lift station filters and nitrile gloves	11/12/2025	115.48	11/19/2025	520-810-614 Shop Supplies	1125
58	NAPA AUTO & TRUCK PARTS	439602	Loves SCADA batteries	11/12/2025	251.58	11/19/2025	520-810-614 Shop Supplies	1125
58	NAPA AUTO & TRUCK PARTS	439623	Streets 2 yd rear and front brake service	11/13/2025	192.38	11/19/2025	100-480-610 Automotive Supplies	1125
58	NAPA AUTO & TRUCK PARTS	439972	Batteries For Manlift	11/19/2025	233.88		100-417-600 General Supplies	1125
58	NAPA AUTO & TRUCK PARTS	439972	Batteries For Manlift	11/19/2025	233.88		100-575-600 General Supplies	1125
58	NAPA AUTO & TRUCK PARTS	439972	Batteries For Manlift	11/19/2025	233.88		100-475-600 General Supplies	1125
58	NAPA AUTO & TRUCK PARTS	440005	Desert Lakes SCADA batteries	11/19/2025	223.87		520-810-614 Shop Supplies	1125
Total 58:					1,560.59			
NCE								
7617	NCE	675212533	Design/Permitting - Shadow Lane	10/31/2025	1,353.75	11/19/2025	100-475-745 RTC Reimbursable	1025
7617	NCE	675242502	QA Inspections Permits	10/31/2025	27,756.00	11/19/2025	100-529-320 Prof Serv-Engineering	1025
7617	NCE	675242502	QA Inspections Permits - Mark IV	10/31/2025	2,450.00	11/19/2025	100-228309 Project Plan Review - Mark IV	1025
Total 7617:					31,559.75			
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	OCT 25	CIRCA RESORT & CASINO; 2025 NV HOUSING CONF. HO	10/31/2025	256.51	11/10/2025	100-413-582 Travel	1025
8649	NSB - BANKCARD CENTER	OCT 25	AMAZON; HALLOWEEN BACKDROP FOR SPOOKTACULA	10/31/2025	39.99	11/10/2025	100-412-650 Community Support	1025
8649	NSB - BANKCARD CENTER	OCT 25	AMAZON; BAC DEVICES FMC	10/31/2025	949.95	11/10/2025	100-425-600 General Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	APA; ANNUAL MEMBERSHIP O. JOHN PW	10/31/2025	133.00	11/10/2025	100-417-581 Dues and Memberships	1025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	OCT 25	CUSTOM INK; SHIRTS AND TOTE BAGS SALES TAX REFU	10/31/2025	55.91-	11/10/2025	100-525-600 General Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	AMAZON; WIRELESS MOUSE & KEYBOARDS O. JOHN &	10/31/2025	63.98	11/10/2025	100-417-601 Office Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	AMAZON; CM TABLE BUILD SUPPLIES	10/31/2025	229.98	11/10/2025	100-413-600 General Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	FERNLEY CHAMBER OF COMMERCE; QUARTERLY LUNC	10/31/2025	26.65	11/10/2025	100-413-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	ENDRESS+HAUSER; SCADA WRONG ITEM DELIVERED R	10/31/2025	389.10-	11/10/2025	510-840-601 Office Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	EDAWN; BOARD MEMBER & INVESTOR LUNCHEON CMO	10/31/2025	51.75	11/10/2025	100-413-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	AWWA; INFRASTRUCTURE MGMT & INTRO TO UTILITY A.	10/31/2025	273.75	11/10/2025	510-810-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	AWWA; INTRO TO UTILITY & AWWA MEMBERSHIP F. FAR	10/31/2025	153.00	11/10/2025	520-810-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	AMAZON; SCANNER A. NAVARRO	10/31/2025	148.49	11/10/2025	520-810-601 Office Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	THE NEST; NVLOC ANN. RETREAT BASKET 2025 HENDE	10/31/2025	109.35	11/10/2025	100-412-650 Community Support	1025
8649	NSB - BANKCARD CENTER	OCT 25	PROJECT MGMT INST; PMI ONLINE COURSE & MEMBER	10/31/2025	274.50	11/10/2025	520-810-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	AMAZON; 2 LAPTOP BACKBACKS, SHARPIE PENS, DRY E	10/31/2025	206.58	11/10/2025	100-415-600 General Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	NV DPS RECORDS; BACKGROUND CHECK E. HARRIS	10/31/2025	39.00	11/10/2025	100-475-322 Prof Serv-Other	1025
8649	NSB - BANKCARD CENTER	OCT 25	NV DPS RECORDS; BACKGROUND CHECK J. BEASLEY	10/31/2025	39.00	11/10/2025	510-810-322 Prof Serv-Other	1025
8649	NSB - BANKCARD CENTER	OCT 25	NV DPS RECORDS; BACKGROUND CHECK J. JULIOT	10/31/2025	39.00	11/10/2025	510-810-322 Prof Serv-Other	1025
8649	NSB - BANKCARD CENTER	OCT 25	WALMART; SPOOKTACULAR SUPPLIES, BATTERIES, LIG	10/31/2025	925.69	11/10/2025	100-412-650 Community Support	1025
8649	NSB - BANKCARD CENTER	OCT 25	SAMS CLUB; SPOOKTACULAR CANDY ORDER	10/31/2025	2,593.00	11/10/2025	100-412-650 Community Support	1025
8649	NSB - BANKCARD CENTER	OCT 25	PRYOR LEARNING; PROJECT MGMT WORKSHOP O. JOH	10/31/2025	53.08	11/10/2025	100-475-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	AMAZON; LAPTOP AND DOCKING STATION M. GOTHAN	10/31/2025	2,326.82	11/10/2025	510-810-605 Minor Equipment	1025
8649	NSB - BANKCARD CENTER	OCT 25	CUSTOM INK; SHIRTS AND TOTE BAGS SALES TAX REFU	10/31/2025	14.56-	11/10/2025	100-525-600 General Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	THE RESULTS GROUP; LEADERSHIP TRAINING FOR SUP	10/31/2025	450.00	11/10/2025	100-413-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	DMV; 9 VEHICLE REGISTRATIONS FL	10/31/2025	18.00	11/10/2025	100-480-642 Licenses and Permits	1025
8649	NSB - BANKCARD CENTER	OCT 25	FERNLEY CHAMBER OF COMMERCE; QUARTERLY LUNC	10/31/2025	53.28	11/10/2025	100-412-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	APPLIED PAVEMENT TECH; FLAGGER CERT. FAC, D. HEA	10/31/2025	59.50	11/10/2025	100-417-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	AMAZON; PORTFOLIO MAYOR	10/31/2025	34.70	11/10/2025	100-412-600 General Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	AWWA; INFRASTRUCTURE MGMT & INTRO TO UTILITY A.	10/31/2025	273.75	11/10/2025	510-810-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	AWWA; INTRO TO UTILITY & AWWA MEMBERSHIP F. FAR	10/31/2025	76.50	11/10/2025	510-840-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	AMAZON; SCANNER A. NAVARRO	10/31/2025	74.25	11/10/2025	510-840-601 Office Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	THE OFFICE SHIPPING; NVLOC ANN. GIVEAWAY BASKET	10/31/2025	60.77	11/10/2025	100-412-550 Printing and Postage	1025
8649	NSB - BANKCARD CENTER	OCT 25	PROJECT MGMT INST; PMI ONLINE COURSE & MEMBER	10/31/2025	137.25	11/10/2025	510-840-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	FERNLEY CHAMBER OF COMMERCE; QUARTERLY LUNC	10/31/2025	27.01	11/10/2025	100-412-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	NV DPS RECORDS; BACKGROUND CHECK K. PETERSO	10/31/2025	39.00	11/10/2025	100-417-322 Prof Serv-Other	1025
8649	NSB - BANKCARD CENTER	OCT 25	NV DPS RECORDS; BACKGROUND CHECK S. HOMME	10/31/2025	39.00	11/10/2025	510-810-322 Prof Serv-Other	1025
8649	NSB - BANKCARD CENTER	OCT 25	NV DPS RECORDS; BACKGROUND CHECK J. UMBACH	10/31/2025	39.00	11/10/2025	100-610-322 Prof Serv-Other	1025
8649	NSB - BANKCARD CENTER	OCT 25	AMAZON; 2 IPHONE CHARGERS BLD	10/31/2025	38.97	11/10/2025	100-615-601 Office Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	GREEN VALLEY RANCH; HOTEL STAY NV LEAGUE OF CIT	10/31/2025	.10	11/10/2025	100-412-582 Travel	1025
8649	NSB - BANKCARD CENTER	OCT 25	PRYOR LEARNING; PROJECT MGMT WORKSHOP O. JOH	10/31/2025	53.06	11/10/2025	100-417-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	CUSTOM INK; SHIRTS AND TOTE BAGS AC	10/31/2025	1,062.97	11/10/2025	100-525-600 General Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	APA; ANNUAL MEMBERSHIP O. JOHN PW	10/31/2025	133.00	11/10/2025	100-575-581 Dues and Memberships	1025
8649	NSB - BANKCARD CENTER	OCT 25	ICMA; BUDGETING FOR LOCAL GOV. GUIDE L. ALTICK	10/31/2025	695.00	11/10/2025	100-413-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	AMAZON; CLIPBOARDS FL	10/31/2025	19.94	11/10/2025	100-480-600 General Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	SWAG BRANDS; COF SWAG, LANYARDS, BADGE REELS,	10/31/2025	1,411.75	11/10/2025	100-419-600 General Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	APPLIED PAVEMENT TECH; FLAGGER CERT. STREETS, R	10/31/2025	357.00	11/10/2025	100-475-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	ENDRESS+HAUSER; SCADA WRONG ITEM DELIVERED R	10/31/2025	389.10-	11/10/2025	510-810-601 Office Supplies	1025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	OCT 25	EDAWN; BOARD MEMBER & INVESTOR LUNCHEON PW	10/31/2025	51.75	11/10/2025	100-417-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	AWWA; INFRASTRUCTURE MGMT & INTRO TO UTILITY A.	10/31/2025	547.50	11/10/2025	520-810-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	OSHA EDU CENTER; OSHA 10 CERT, S. HOMME UT	10/31/2025	68.99	11/10/2025	510-810-581 Dues and Memberships	1025
8649	NSB - BANKCARD CENTER	OCT 25	AMAZON; 2 SOLAR POWERED SPEED FEEDBACK SIGN	10/31/2025	1,394.62	11/10/2025	100-475-615 Sign & Stripe Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	SILVER STATE INT; STREETS VACTOR BEARINGS AND S	10/31/2025	770.68	11/10/2025	100-480-610 Automotive Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	BOBCAT OF RENO; STREETS BOBCAT HYDRAULIC OIL 5	10/31/2025	169.00	11/10/2025	100-480-610 Automotive Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	ZOOM; FMC SUBSCRIPTION	10/31/2025	100.00	11/10/2025	100-425-322 Prof Serv-Other	1025
8649	NSB - BANKCARD CENTER	OCT 25	NV DPS RECORDS; BACKGROUND CHECK G. GOTHAN	10/31/2025	39.00	11/10/2025	100-417-322 Prof Serv-Other	1025
8649	NSB - BANKCARD CENTER	OCT 25	NV DPS RECORDS; BACKGROUND CHECK S. VALISKA	10/31/2025	39.00	11/10/2025	100-417-322 Prof Serv-Other	1025
8649	NSB - BANKCARD CENTER	OCT 25	NV DPS RECORDS; BACKGROUND CHECK Z. WHALEY	10/31/2025	39.00	11/10/2025	100-475-322 Prof Serv-Other	1025
8649	NSB - BANKCARD CENTER	OCT 25	WALMART; ALL HANDS SUPPLIES 10/30/25	10/31/2025	27.58	11/10/2025	100-412-586 Employee Recognition	1025
8649	NSB - BANKCARD CENTER	OCT 25	AMAZON; HEAVY DUTY ENCLOSED STORAGE FOR K. SL	10/31/2025	281.96	11/10/2025	520-810-610 Automotive Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	AMAZON; HEAVY DUTY ENCLOSED STORAGE FOR K. SL	10/31/2025	141.47	11/10/2025	510-840-610 Automotive Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	STAMPLI; SEPT 2025	10/31/2025	1,059.00	11/10/2025	100-418-342 Tech Services-Other	1025
8649	NSB - BANKCARD CENTER	OCT 25	PRYOR LEARNING; PROJECT MGMT WORKSHOP O. JOH	10/31/2025	53.06	11/10/2025	100-575-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	AMAZON; IPAD CASE, BINDERS, ELECTRICAL TAPE WTP	10/31/2025	75.58	11/10/2025	510-840-614 Shop Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	APA; ANNUAL MEMBERSHIP O. JOHN PW	10/31/2025	133.00	11/10/2025	100-475-581 Dues and Memberships	1025
8649	NSB - BANKCARD CENTER	OCT 25	ICMA; BUDGETING FOR LOCAL GOV. GUIDE R. CARSON	10/31/2025	695.00	11/10/2025	100-415-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	DOLLAR TREE; TABLE COVERS FOR SPOOKTACULAR	10/31/2025	28.75	11/10/2025	100-412-650 Community Support	1025
8649	NSB - BANKCARD CENTER	OCT 25	AMAZON; OFFICE CHAIR FOR R. CARSON, OFFICE DESK	10/31/2025	2,049.60	11/10/2025	100-415-600 General Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	APPLIED PAVEMENT TECH; FLAGGER CERT. WD, D. VIER	10/31/2025	178.50	11/10/2025	510-810-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	ENDRESS+HAUSER; SCADA WRONG ITEM DELIVERED R	10/31/2025	778.20	11/10/2025	520-810-601 Office Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	EDAWN; BOARD MEMBER & INVESTOR LUNCHEON UTDI	10/31/2025	51.75	11/10/2025	510-840-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	AWWA; INTRO TO UTILITY & AWWA MEMBERSHIP F. FAR	10/31/2025	76.50	11/10/2025	510-810-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	AMAZON; SCANNER A. NAVARRO	10/31/2025	74.25	11/10/2025	510-810-601 Office Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	AMAZON; COMMUNITY TRUNK OR TREAT DECO	10/31/2025	41.17	11/10/2025	100-412-650 Community Support	1025
8649	NSB - BANKCARD CENTER	OCT 25	PROJECT MGMT INST; PMI ONLINE COURSE & MEMBER	10/31/2025	137.25	11/10/2025	510-810-580 Training	1025
8649	NSB - BANKCARD CENTER	OCT 25	ZOOM; CMO MONTHLY SUBSCRIPTION	10/31/2025	217.00	11/10/2025	100-418-342 Tech Services-Other	1025
8649	NSB - BANKCARD CENTER	OCT 25	NV DPS RECORDS; BACKGROUND CHECK G. HALL	10/31/2025	39.00	11/10/2025	100-605-322 Prof Serv-Other	1025
8649	NSB - BANKCARD CENTER	OCT 25	NV DPS RECORDS; BACKGROUND CHECK TRESTON RO	10/31/2025	39.00	11/10/2025	100-610-322 Prof Serv-Other	1025
8649	NSB - BANKCARD CENTER	OCT 25	NV DPS RECORDS; BACKGROUND CHECK K. ITALIANO	10/31/2025	39.00	11/10/2025	100-529-322 Prof Serv-Other	1025
8649	NSB - BANKCARD CENTER	OCT 25	NV DPS RECORDS; BACKGROUND CHECK CREDIT CAR	10/31/2025	10.53	11/10/2025	100-415-609 Credit Card Fees	1025
8649	NSB - BANKCARD CENTER	OCT 25	SYSTOOLS; ARCHIVE EMAIL SOFTWARE FINDER IT	10/31/2025	129.00	11/10/2025	100-418-342 Tech Services-Other	1025
8649	NSB - BANKCARD CENTER	OCT 25	AMAZON; HEAVY DUTY ENCLOSED STORAGE FOR K. SL	10/31/2025	141.47	11/10/2025	510-810-610 Automotive Supplies	1025
8649	NSB - BANKCARD CENTER	OCT 25	BUDDY BOYS DONUTS; ALL HANDS 10/30/25	10/31/2025	110.35	11/10/2025	100-412-586 Employee Recognition	1025

Total 8649:

21,509.31

NV ENERGY

167	NV ENERGY	13050 NOV 25	48768103613050 ACH	11/06/2025	1,696.33	11/25/2025	100-417-622 Electricity	1125
167	NV ENERGY	14319 NOV 25	34596405214319 ACH	11/06/2025	41.02	11/25/2025	100-575-622 Electricity	1125
167	NV ENERGY	34991 NOV 25	34596407734991 ACH	11/07/2025	37.54	11/26/2025	510-810-622 Electricity	1125
167	NV ENERGY	37594 NOV 25	80865904937594 ACH	11/07/2025	37.54	11/26/2025	100-475-622 Electricity	1125
167	NV ENERGY	50573 NOV 25	34596508750573 ACH	11/06/2025	61.86	11/25/2025	100-417-622 Electricity	1125

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167	NV ENERGY	52067 NOV 25	82190407952067ACH	11/07/2025	106.75	11/26/2025	520-810-622 Electricity	1125
167	NV ENERGY	65197 NOV 25	34596407565197 ACH	11/06/2025	37.54	11/25/2025	510-810-622 Electricity	1125
167	NV ENERGY	67463 NOV 25	34596404867463 ACH	11/07/2025	75.24	11/26/2025	100-575-622 Electricity	1125
167	NV ENERGY	68387 NOV 25	34596408268387 ACH	11/07/2025	37.54	11/26/2025	100-475-622 Electricity	1125
167	NV ENERGY	84389 NOV 25	34596503684389 ACH	11/06/2025	269.30	11/25/2025	100-417-622 Electricity	1125
Total 167:					2,400.66			
OFFICE DEPOT								
133	OFFICE DEPOT	443344305001	Ac office Supplies- Chair cushion, wrist rest, pens, post its, fol	11/05/2025	154.90	11/19/2025	100-525-601 Office Supplies	1125
133	OFFICE DEPOT	443445483001	Ac Wrist pad	11/05/2025	22.75	11/19/2025	100-525-600 General Supplies	1125
133	OFFICE DEPOT	443445486001	Ac Labels	11/05/2025	7.61		100-525-601 Office Supplies	1125
133	OFFICE DEPOT	443445493001	AC Notes	11/07/2025	9.43		100-525-601 Office Supplies	1125
133	OFFICE DEPOT	443733927002	Office chair	11/18/2025	134.46		100-416-600 General Supplies	1125
133	OFFICE DEPOT	444567337001	Office supplies- paper	11/06/2025	93.14	11/19/2025	100-529-601 Office Supplies	1125
133	OFFICE DEPOT	444567797001	Office supplies- index cards, post its.	11/06/2025	7.79	11/19/2025	100-529-601 Office Supplies	1125
133	OFFICE DEPOT	446250395001	Office supplies- staple remover, folders, paper pads, correctio	11/06/2025	125.25	11/19/2025	100-605-601 Office Supplies	1125
133	OFFICE DEPOT	446252815001	Office Supplies- staple remover, packing tape, barricade tape.	11/06/2025	86.92	11/19/2025	100-605-601 Office Supplies	1125
133	OFFICE DEPOT	447271797001	Webcam, notebook (Lina) Planner, 3-Hole Punch (Ana)	11/13/2025	30.31		510-840-601 Office Supplies	1125
133	OFFICE DEPOT	447271797001	Webcam, notebook (Lina) Planner, 3-Hole Punch (Ana)	11/13/2025	30.31		510-810-601 Office Supplies	1125
133	OFFICE DEPOT	447271797001	Webcam, notebook (Lina) Planner, 3-Hole Punch (Ana)	11/13/2025	60.64		520-810-601 Office Supplies	1125
133	OFFICE DEPOT	447272621001	Steno Pad Holder - Lina	11/13/2025	5.48		510-810-601 Office Supplies	1125
133	OFFICE DEPOT	447272621001	Steno Pad Holder - Lina	11/13/2025	5.48		510-840-601 Office Supplies	1125
133	OFFICE DEPOT	447272621001	Steno Pad Holder - Lina	11/13/2025	9.23		520-810-601 Office Supplies	1125
133	OFFICE DEPOT	448740610001	Binders	11/19/2025	22.86		100-417-601 Office Supplies	1125
Total 133:					806.56			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-383679	def for streets 2yd	11/12/2025	22.90		100-480-610 Automotive Supplies	1125
6230	O'REILLY AUTO PARTS	3599-384604	3034 fire dept coolant resevoir	11/18/2025	165.79		100-126000 Intergovernmental Receivable	1125
Total 6230:					188.69			
PACIFIC STATES COMMUNICATIONS								
1325	PACIFIC STATES COMMUNICATIONS	509830	Wastewater Plant Security Cameras	11/06/2025	12,893.31	11/19/2025	520-810-430 Outside Serv-Repair & Maint	1125
Total 1325:					12,893.31			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5287369	Shred Services	11/12/2025	66.00		100-416-420 Outside Services	1125
Total 8876:					66.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
PUBLIC EMPLOYEES RETIREMENT SYSTEM								
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	OCT 2025	#621 RETIREMENT CONTRIBUTIONS	10/31/2025	309,847.67	11/18/2025	100-216000 RETIREMENT PAYABLE	1025
Total 144:					309,847.67			
RENO ROCK TRANSPORT								
7002	RENO ROCK TRANSPORT	245651	6x9 Rock	11/14/2025	4,305.49	11/19/2025	100-475-600 General Supplies	1125
Total 7002:					4,305.49			
RESOURCE DEVELOPMENT COMPANY, LLC								
668	RESOURCE DEVELOPMENT COMPANY, LLC	Pay App 12	1.5MG water reservoir	09/30/2025	36,253.61	11/19/2025	510-166100 Construction In Progress	925
668	RESOURCE DEVELOPMENT COMPANY, LLC	Pay No. 13	1.5GM water reservoir	11/11/2025	11,509.25	11/19/2025	510-166100 Construction In Progress	1125
Total 668:					47,762.86			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	187534	Ricci Tank 2 Design & Tank 1 Recoat	10/31/2025	1,620.00	11/19/2025	510-166100 Construction In Progress	1025
1897	SHAW ENGINEERING	187537	WTP Tank Design	10/31/2025	720.00	11/19/2025	510-166100 Construction In Progress	1025
Total 1897:					2,340.00			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN333033	WWTP Samples	08/22/2025	665.00		520-810-423 Outside Serv-Analytical	825
7856	SILVER STATE ANALYTICAL LABORATORIES	RN333476	WWTP Samples	09/04/2025	213.00		520-810-423 Outside Serv-Analytical	925
7856	SILVER STATE ANALYTICAL LABORATORIES	RN335706	November monthly samples	11/05/2025	286.00	11/19/2025	510-810-423 Outside Serv-Analytical	1125
7856	SILVER STATE ANALYTICAL LABORATORIES	RN335947	WWTP samples	11/11/2025	202.00	11/19/2025	520-810-423 Outside Serv-Analytical	1125
7856	SILVER STATE ANALYTICAL LABORATORIES	RN335985	WWTP Samples	11/13/2025	202.00	11/19/2025	520-810-423 Outside Serv-Analytical	1125
7856	SILVER STATE ANALYTICAL LABORATORIES	RN336176	November monthly samples	11/18/2025	264.00		510-810-423 Outside Serv-Analytical	1125
Total 7856:					1,832.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	101044	Hi VIS Rain/Snow gear	11/14/2025	245.40	11/19/2025	100-475-616 Safety Supplies	1125
170	SILVER STATE BARRICADE	101614	Signs	11/21/2025	2,334.56		100-475-615 Sign & Stripe Supplies	1125
170	SILVER STATE BARRICADE	101614	Gloves	11/21/2025	16.00		100-475-616 Safety Supplies	1125
170	SILVER STATE BARRICADE	101645	15MPH Signs	11/21/2025	855.10		100-475-615 Sign & Stripe Supplies	1125
Total 170:					3,451.06			
SONEPAR MOUNTAIN HOLDINGS LLC								
9068	SONEPAR MOUNTAIN HOLDINGS LLC	S009523027.003	PS PLC controller components	11/03/2025	13,945.01	11/19/2025	510-840-614 Shop Supplies	1125
9068	SONEPAR MOUNTAIN HOLDINGS LLC	S009581822.001	AB Software WD, WTP, WW	11/07/2025	1,289.15	11/19/2025	510-840-614 Shop Supplies	1125
9068	SONEPAR MOUNTAIN HOLDINGS LLC	S009581822.001	AB Software WD, WTP, WW	11/07/2025	2,578.31	11/19/2025	520-810-614 Shop Supplies	1125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
9068	SONEPAR MOUNTAIN HOLDINGS LLC	S009581822.001	AB Software WD, WTP, WW	11/07/2025	1,289.16	11/19/2025	510-810-614 Shop Supplies	1125
Total 9068:					19,101.63			
SOUTHERN TIRE MART LLC								
8964	SOUTHERN TIRE MART LLC	7590055266	tires for streets 2yd dump truck	11/07/2025	3,258.24	11/19/2025	100-480-610 Automotive Supplies	1125
Total 8964:					3,258.24			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	86744 NOV 25	910001086744 ACH	11/10/2025	1,212.64	12/01/2025	510-840-621 Natural Gas	1125
Total 204:					1,212.64			
STANTEC CONSULTING SERVICES INC								
9049	STANTEC CONSULTING SERVICES INC	2480695	Highway 50 Looping Main	11/11/2025	42,652.00	11/19/2025	510-166100 Construction In Progress	1125
Total 9049:					42,652.00			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	NOV 2025-1	CHILD SUPPORT	11/14/2025	590.76	11/14/2025	100-219900 OTHER PAYROLL PAYABLES	1125
176	STATE COLLECTION & DISB. UNIT (SCaDU)	NOV 2025-1	CHILD SUPPORT	11/14/2025	319.84	11/14/2025	100-219900 OTHER PAYROLL PAYABLES	1125
Total 176:					910.60			
TITAN ELECTRICAL CONTRACTING INC								
6548	TITAN ELECTRICAL CONTRACTING INC	12862	Traffic Signal Repair	07/10/2025	567.00	11/19/2025	100-475-422 Outside Serv-Traf Light Maint	725
Total 6548:					567.00			
TSK								
8714	TSK	21-058.00-36	CRRC 10/1/25 through 10/31/25	10/31/2025	1,000.00		225-575-720 Buildings	1025
Total 8714:					1,000.00			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00883458	WWTP sampling supplies	11/12/2025	268.74	11/19/2025	510-810-614 Shop Supplies	1125
464	USA BLUEBOOK	INV00888618	PS lab supplies	11/18/2025	785.86	11/19/2025	510-840-614 Shop Supplies	1125
Total 464:					1,054.60			
UTILITY DEPOSITS								
2202	UTILITY DEPOSITS	10529404	SEWER DEPOSIT REFUND	11/01/2025	37.90	11/14/2025	520-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	10931402	CREDIT REFUND	11/04/2025	136.92	11/14/2025	010-115100 Cash Clearing-Utilities	1125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
2202	UTILITY DEPOSITS	11072.11	CREDIT REFUND	11/12/2025	63.80	11/14/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	1107211	SEWER DEPOSIT REFUND	11/01/2025	80.00	11/14/2025	520-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	1107211	WATER DEPOSIT REFUND	11/01/2025	75.00	11/14/2025	510-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	1116509	CREDIT REFUND	11/07/2025	259.48	11/14/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	13467010	SEWER DEPOSIT REFUND	11/01/2025	25.84	11/14/2025	520-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	13507717	SEWER DEPOSIT REFUND	11/03/2025	9.16	11/14/2025	520-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	16897906	SEWER DEPOSIT REFUND	11/04/2025	35.78	11/14/2025	520-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	16984201	SEWER DEPOSIT REFUND	11/04/2025	35.78	11/14/2025	520-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	17943903	SEWER DEPOSIT REFUND	11/01/2025	37.90	11/14/2025	520-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	20806011	CREDIT REFUND	11/05/2025	20.34	11/14/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	2123510	SEWER DEPOSIT REFUND	11/01/2025	45.94	11/14/2025	520-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	21956802	SEWER DEPOSIT REFUND	11/01/2025	49.96	11/14/2025	520-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	21973202	SEWER DEPOSIT REFUND	11/04/2025	35.78	11/14/2025	520-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	21976601	SEWER DEPOSIT REFUND	11/06/2025	24.98	11/14/2025	520-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	219856.01	CREDIT REFUND	11/04/2025	276.12	11/14/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	21985601	SEWER DEPOSIT REFUND	11/03/2025	80.00	11/14/2025	520-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	21985601	WATER DEPOSIT REFUND	11/03/2025	75.00	11/14/2025	510-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	21986301	SEWER DEPOSIT REFUND	11/01/2025	41.92	11/14/2025	520-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	5912102	CREDIT REFUND	11/07/2025	209.95	11/14/2025	010-115100 Cash Clearing-Utilities	1125

Total 2202:

1,657.55

VERIZON WIRELESS

8495	VERIZON WIRELESS	6127336396	City Attorney	11/01/2025	240.06		100-414-530 Communications	1125
8495	VERIZON WIRELESS	6127336396	FMC	11/01/2025	56.18		100-425-530 Communications	1125
8495	VERIZON WIRELESS	6127336396	Vector	11/01/2025	92.04		100-528-530 Communications	1125
8495	VERIZON WIRELESS	6127336396	Water Dist	11/01/2025	322.44		510-810-530 Communications	1125
8495	VERIZON WIRELESS	6127336396	CM	11/01/2025	56.18		100-413-530 Communications	1125
8495	VERIZON WIRELESS	6127336396	IT	11/01/2025	195.00		100-418-530 Communications	1125
8495	VERIZON WIRELESS	6127336396	Animal Control	11/01/2025	144.07		100-525-530 Communications	1125
8495	VERIZON WIRELESS	6127336396	Building	11/01/2025	286.17		100-605-530 Communications	1125
8495	VERIZON WIRELESS	6127336396	Code enforcement	11/01/2025	409.33		100-615-530 Communications	1125
8495	VERIZON WIRELESS	6127336396	City Treasurer	11/01/2025	64.13		100-415-530 Communications	1125
8495	VERIZON WIRELESS	6127336396	Streets	11/01/2025	52.03		100-475-530 Communications	1125
8495	VERIZON WIRELESS	6127336396	Engineering	11/01/2025	52.03		100-529-530 Communications	1125
8495	VERIZON WIRELESS	6127336396	WTP	11/01/2025	334.97		510-840-530 Communications	1125
8495	VERIZON WIRELESS	6127336396	Mayor/Council	11/01/2025	220.22		100-412-530 Communications	1125
8495	VERIZON WIRELESS	6127336396	Facilities	11/01/2025	398.26		100-417-530 Communications	1125
8495	VERIZON WIRELESS	6127336396	Fleet	11/01/2025	52.03		100-480-530 Communications	1125
8495	VERIZON WIRELESS	6127336396	Parks	11/01/2025	20.06		100-575-530 Communications	1125
8495	VERIZON WIRELESS	6127336396	Sewer	11/01/2025	456.81		520-810-530 Communications	1125
8495	VERIZON WIRELESS	6127426499	52267 OCT 2- NOV 01 25	11/23/2025	40.01		100-417-530 Communications	1125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8495:					3,492.02			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	NOV 2025-1	ROTH IRA	11/14/2025	200.00	11/14/2025	100-215000 457 PAYABLE	1125
8591	VOYA FINANCIAL	NOV 2025-1	DEFERRED COMPENSATION, 457	11/14/2025	5,283.43	11/14/2025	100-215000 457 PAYABLE	1125
Total 8591:					5,483.43			
WEDCO								
3350	WEDCO	S100195821.001	Desert Lakes add-a-phase replacement	11/10/2025	4,145.03	11/19/2025	520-810-605 Minor Equipment	1125
3350	WEDCO	S100207599.001	New HOA switch for well 9A	11/13/2025	193.27	11/19/2025	510-810-600 General Supplies	1125
3350	WEDCO	S100207599.002	Contact block for HOA switches	11/14/2025	17.59		520-810-600 General Supplies	1125
3350	WEDCO	S100209194.001	Well 13 heater repair parts	11/21/2025	366.69		510-810-614 Shop Supplies	1125
3350	WEDCO	S100209244.001	Well 14 heater repair parts	11/20/2025	40.10		510-810-614 Shop Supplies	1125
Total 3350:					4,762.68			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11934929-2	bin stock	11/20/2025	164.75		510-810-613 Meter Service Supplies	1125
195	WESTERN NEVADA SUPPLY CO.	12029137	Riser pipe for street and customer valves	11/18/2025	435.60		510-840-614 Shop Supplies	1125
Total 195:					600.35			
WHITE CAP, L.P.								
8852	WHITE CAP, L.P.	50034336772	Concrete blankets to winterize headworks	11/19/2025	105.92		520-810-614 Shop Supplies	1125
Total 8852:					105.92			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	198077	Services through 10/31/2025	10/31/2025	17,474.23	11/19/2025	100-413-322 Prof Serv-Other	1025
2454	WOOD RODGERS, INC.	198078	2025.001.4 - Fernley CAP	10/31/2025	1,870.00		100-413-322 Prof Serv-Other	1025
Total 2454:					19,344.23			
YESCO, LLC								
6806	YESCO, LLC	INY - 0601175	Ball Field Light Repair	11/11/2025	800.00	11/19/2025	100-575-428 Outside Serv-Electrical	1125
Total 6806:					800.00			
Grand Totals:					678,354.81			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
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Dated: _____

Mayor: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<->} 2201

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
NOVEMBER 19, 2025**

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, Councilman Ryan Hanan, Councilman Joe Mendoza, Acting City Manager Lydia Altick, City Attorney Aaron Mouritsen, City Treasurer Robert Carson, Deputy City Clerk Brenda Gosser, Administrative Specialist I Sandy Harris, Building Official Charity Birkel, Planning Director Michele Rambo, Public Works Director Barry Williams, Utilities Director Seong Kim.

1.3. Public Forum

Tammy Dittman thanked the Mayor and staff for getting the hydrant inspections moving. She would like a timeline on when the hydrants will get their checkup.

Mayor McIntyre stated that every fire hydrant in the city is now operable. Barry Williams, Public Works Director, is working on getting quotes from different entities to do a pressure test and operate the valves and make sure they're all in working order, but as of right now, all the fire units are in working order.

1.4. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

Brenda Gosser, Deputy City Clerk, read the new business licenses.

2.4. Discussion and possible action to approve payment to A&K Earth Movers, Inc. for the emergency roadway repair of Wedge Lane in the amount of \$240,700.

2.5. Discussion and possible action to approve the extension of the Southwest Gas Franchise Agreement for 25 years.

2.6. Discussion and possible action to approve a contract with PacStates for IT Co-Managed IT Service Provider.

2.7. (Possible Action) Approval the Non-Exclusive ("Open") Waste Franchise Agreement for Multi-family and Non-Residential Waste Collection for Nevada Recycling & Salvage, LLC

Councilman Albert Torres asked for clarification on item 2.7. In approving this, it does not bind our commercial and industrial companies into using only that company. They can still choose the company that they want.

Aaron Mouritsen, City Attorney, stated this is a non-exclusive agreement, and that means anybody else can also come and compete in that same sphere.

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

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

Chief Deputy Mitch Brantingham, LCSO, reported incidents that occurred in Fernley over the weekend. On Saturday, around 4:00 pm, a vehicle went into the canal. They could not get it out until today. Also, there was a vehicle pursuit down Farm District. The vehicle ultimately crashed, and a foot chase pursued. One deputy was injured, which ended the pursuit of that suspect. That investigation continues and we should have him in custody in the next couple of days. There are 3 deputies graduating from the Post Academy and all our deputies will be back in Fernley, putting us back to our staffing capacity. Shop-With-A-Sheriff will be held December 13th at Walmart. The department will be at the Christmas Parade and will be here at City Hall for Coco-With-The-Cops following the parade.

Battalion Chief Snyder, North Lyon County Fire, stated that year-to-date they average 14, 911 calls per day. The interstate daily gets shut down in the mornings, evenings, and afternoons, which prolongs our transport times, and minimizes the amount of time our paramedics are in the city. In the last two days, they have had zero paramedics on for the last 48 hours, and they won't have paramedics tomorrow due to staffing. They are utilizing all their mutual aid partners from the City of Reno, Pyramid Lake out of Nixon, Silver Spring, and Stagecoach. The department is doing a turkey drive. We are buying turkeys, taking donated turkeys, and then, giving those to the needy families. They will be advertising the event on the social media outlets. They are currently in a recruitment process for a couple firefighter paramedics.

Mayor McIntyre stated that he had a meeting with our department heads and Chief Bunn was talking about non-emergency, non-life-threatening transport. If the freeway is closed, do they call Care Flight for those transports.

Councilwoman Felicity Zoberski asked about not having paramedics here, how often per day are we calling and asking for outside help, because we don't have people.

Battalion Chief Snyder stated, probably between 3 and 6 times a day, that we're asking outside communities to travel in to cover our stuff, and now we're utilizing helicopters daily because of distance.

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

Lydia Altick, Acting City Manager, announced that City Hall will be closed for Thanksgiving on November 27th and 28th. The Rotary will be serving free Thanksgiving dinner at the Wigwam on Thursday from 1:00 pm to 3:00 pm. They need volunteers and cooks. On Saturday, November 22nd, there will be a microchip clinic at City Hall from 9 to 2, and that'll be the last one for the year. Interviews are being held for maintenance workers for the parks. December 6th is the Christmas Parade. Starting off in the morning is breakfast with the Grinch at the Boys and Girls Club at the Community Response and Resource Center, starting at 8 a.m. Then the parade, which starts at 5pm on Locust Street to Silver Lace Boulevard, ends

at City Hall. After the parade ends, the annual Christmas Tree lighting will be at City Hall around 6:00 pm., and then Coco-With-The-Cops, and free pictures with Santa.

Councilman Ryan Hanan stated he attended the Fernley 25th Anniversary meeting. He also attended the NNDA Future of Rural Nevada conference and there was positivity all around. Fernley was generally the topic of discussion the entire meeting. He had an opportunity to have an interview with Rolling Stone Magazine about Fernley and the Black Rock Desert. Fernley's on the map.

Councilman Albert Torres reported the deadline for FCTA grant applications is November 30th by 5 p.m. The FCTA Board will be reviewing the grant applications and making grant selections during the December 8th FCTA Board meeting at 6 p.m. There is a lot going on at the Legislative building. There's been a lot of discussion on the Film Bill. The downside of the Film Bill is the abatement that the State is giving to the film industry is C-Tax. Some of these counties with little to no income rely on C-Tax to stay alive. It's really going to hurt us. Crime bills have passed as well. Bill 10 will help address some housing issues. Major corporations are coming in and buying 5,000 -10,000 homes. When a corporation owns the homes and the property, they set the price, and they can set what the interest rate is going to be. This bill puts a limit on that.

Councilman Mendoza thanked Barry Williams, Public Works Director, for facilitating a meeting regarding our sporting leagues. He presented the idea of establishing a sports complex in the city that will accommodate all the sports and be big enough for future growth.

Mayor Neal E. McIntyre gave an update on the City Manager; 6 candidates were interviewed. We will bring 4 candidates to Council. Council should be expecting a packet from CPS HR by the end of this week. He is trying to set up meetings with each councilperson individually to go over these candidates and talk about the process. He had the opportunity to visit fishing ponds around the area. He was most impressed with the one in Gardnerville.

4. PROCLAMATIONS BY THE MAYOR

Mayor proclaimed November 29th as Small Business Saturday and presented a proclamation to McHoppers.

5. PRESENTATIONS

5.1. Presentation and discussion regarding the City's quarterly financial report.

Robert Carson, City Treasurer, presented an update on the City's quarterly financial report.

5.2. Presentation from Maurice Page, Executive Director of Nevada Housing Coalition on new legislation regarding housing and the state of housing in rural Nevada.

Michele Rambo, Planning Director, introduced Maurice Page, Executive Director of Nevada Housing Coalition.

Mr. Page presented a summary of the new laws and how they affect housing needs in the rural counties of Nevada. Recent studies under HUD report that affordable housing refers to housing that costs no greater than 30% of a person's gross income, including rent, mortgage, payments, and utilities. If you are paying more than 50%, you are severely cost burdened. In the State of Nevada, our residents are paying on average between 52% and 54% of their income towards their rent, utilities, or housing costs. The fear comes when you talk about affordable housing, property values, crime, community character, arguments stem from outdated zoning and lack of information. Over the last 3 to 5 years, with the increase of affordable housing developments and multifamily developments being built across the state, we have seen property values also increase during that time frame. Affordable housing is not necessarily

low income. It is not Section 8. These are not always HUD-funded programs. These are communities and multifamily developments that are built to reflect the community's income. With fewer units available and lower vacant rates, affordable rental housing is urgently needed moving forward. Nevada's crisis requires smart growth and cross-sector collaboration. We need partnerships with developers, localities, and more residents, and we need to promote more housing literature. There were 63 bills represented housing. Twenty-six of those housing bills were signed into law. AB 540 was the Governor's Housing Attainability Accountability Act, was the biggest bill that came out of the legislation. This bill will represent \$133 million coming out of our general fund. This money will go towards helping produce starter-type homes. The governor has planned to have these starter-type duplexes, condos, and townhome types of homes start in the low to mid 300s.

Mayor Neal E. McIntyre called for a break: 6:18 pm - 6:26 pm

6. STAFF REPORTS

6.1. Discussion and possible action to approve a six-month contract with PacStates for a city-wide infrastructure modernization and cloud identity migration plan.

Lydia Altick, Acting City Manager, explained PacStates provided a separate proposal for hardware infrastructure upgrades that are needed. She introduced Ryan Baskharoon from PacStates.

Ryan Baskharoon, PacStates, went over the IT shortfalls and the need to bring the city's IT services up to date. In the proposal, we have Uninterrupted Power Supply. They will be moving everything from hardware to cloud-based, so it's easier to manage, and it's less expensive than replacing hardware all the time. The only hardware they are going to be replacing every 3 to 5 years would be desktops.

Motion: I MOVE TO ENTER INTO A CONTRACT WITH PACSTATES FOR \$551,660.05 FOR IT ENTERPRISE INFRASTRUCTURE MODERNIZATION AND CLOUD IDENTITY MIGRATION PLAN.

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

Councilmember Ryan Hanan wanted on the record that he took a senior staff member, who's pretty high up in the city, expressed some concerns, and then illustrated my ability to get into that room, and so that was the preface. It wasn't alone or unsupervised, and he felt the comment was a little derogatory.

7. PUBLIC FORUM

None at this time.

8. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 6:55 pm.

Approved by the Fernley City Council on December 3, 2025, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

11/19/2025 FCC Minutes

ATTEST: City Clerk Kim Swanson

Page 4 of 4

Report Criteria:

License.Status = "Active"

Business.Origination date = 11/13/2025-11/25/2025

Business Name	DBA	Name	Location	City	State	Zip	Business Tel	Description	Occupation
Land, People, Place LLC	Civic Innovation Consultants	Fred R. Turnier	450 N. Arlington Ave, Unit	Reno	NV	89503	775-444-6842	Consulting Services	Government Consulting
Good Morning Sunshine Safety Zone I		Joy Edge/Katy Kup	1205 Sage St	Fernley	NV	89408	830-865-0468	Business Specific Prof	Public school zone safety
The Fern45		The Fern45	465 County Dr.	Fernley	NV	89408	775-815-3086	Non-Profit Event\ Servi	Fundraising for and from
Bao English Billiards		Charles Burnum/Ra	570 Sunny Lane Unit C	Fernley	NV	89408	775-250-9778	Business Specific Prof	Vending of billiard tables
Tesla Motors NV, Inc.		Emmanuelle Stewa	1895 Duffy Rd.	Fernley	NV	89408		Contractor	Storage of finished goods
B & C Cabinets & Millwork, Inc.	Oasis ABA	Alberto Bullentini -	5241 Metric Way	Carson City	NV	89408	775-322-0000	Contractor	Carpentry Contractor #10
MRN LLC		Michael Najera	17205 Aquamarine Dr.	Reno	NV	89508	775-622-2691	Handyman	Handyman
Rural Education and Behavioral Servi		Jennifer Thomas	150 E. Main St. Suite 430	Fernley	NV	89408	775-426-9871	Medical Office or Servi	Behavioral Health Clinic
Reins of Hope, LLC		Thomas&Jacki Mox	10 Worsham Ct	Fernley	NV	89408	775-241-8808	Business Specific Prof	Equine and animal assist
Grand Totals:									9

Report Criteria:

License.Status = "Active"

Business.Origination date = 11/13/2025-11/25/2025



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 3, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Maria Paz Fernandez, City Engineer

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

GL 100-475-745

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to advance design of 6th, 7th and B to G Streets Reconstruction and Miller Lane Improvements utilizing RTC reimbursement funds for a total of \$800,000

AGENDA ITEM BRIEF:

Authorization to Advance Design of 6th, 7th and B to G Streets Reconstruction and Miller Lane Improvements utilizing RTC reimbursement funds for a total of \$800,000

RECOMMENDED MOTION:

Staff recommends that City Council authorize the following actions:

1. **Advance the start of design for the 6th, 7th, and B-G Streets Project** by moving the previously programmed FY 2029 budget of **\$400,000** to **FY 2026**.
2. **Advance the start of design for Miller Lane** with an estimated budget of **\$400,000**, transitioning the design responsibility from the Red Hawk Ranch subdivision to the City's Engineering Department, with design to start in **FY 2026**. This transfer of design responsibility does not relieve the Red Hawk Ranch subdivision of its obligations under the development agreement, which covers improvements from Main Street to Shadow Lane. The Miller Lane Improvements project limits extend south of Shadow Lane to approximately 200 feet north of Sara Court.

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 authorize advancing the start of design for 6,7 and B - G Street Reconstruction Project and Miller Lane Improvements Project.
2. City Council may authorize advancing the start of design for 6,7 and B - G Street Reconstruction Project.
3. City Council may authorize advancing the start of design for Miller Lane Improvements Project.
4. City Council may reject advancing the start of design for 6,7 and B - G Street Reconstruction Project and Miller Lane Improvements Project.

BACKGROUND:

Advancing the design of the 6th, 7th, and B–G Streets Reconstruction Project, along with the Miller Lane Improvements Project, will enable the City of Fernley to proactively prepare for construction and position these projects for earlier implementation. Coordination with the Utilities Department will also be required to address underground utility upgrades or installations, which will be funded through the Utilities budget.

These actions support the City's goal of improving roadway conditions and ensuring readiness for timely project delivery.

Reimbursement of these costs were approved at RTC of Lyon County Meeting on November 26, 2025.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

There are none

FINANCIAL IMPLICATIONS:

These costs will be reimbursed by the Regional Transportation Commission (RTC). The City currently has an **unused RTC reimbursement balance of approximately over \$4 million**, and the balance increases annually every Fiscal Year by an additional **\$2.5 million**.

The total reimbursement request for these actions is **\$800,000**, and **sufficient RTC funds are available** to fully reimburse these expenditures.

ATTACHMENTS:

1. RTC Budget 10-9-2025

RTC Funds

FY 26 Beginning Balance	9,580,735
Cedar St Budget	(4,000,000)
Industrial Park Budget	(3,500,000)
Estimated Revenues	2,750,000
FY 26 Ending Balance	4,830,735

FY Estimated End FB

FY 27 Estimated Revenues	2,500,000	7,330,735
FY 28 Estimated Revenues	2,500,000	9,830,735
FY 28 Red Rock Ext (FY 26 Budget) CONST	(1,400,000)	8,430,735
FY 29 Estimated Revenues	2,500,000	10,930,735
FY 29 6th, 7th, B-G Reconstruct (FY 26 Budget) DESIGN	(400,000)	10,530,735
FY 30 Estimated Revenues	2,500,000	13,030,735
FY 30 6th, 7th, B-G Reconstruct (FY 26 Budget) CONST	(4,500,000)	8,530,735



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 3, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Kiera Italiano

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

GL 510-810-430

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve payment to Sierra Nevada Construction, Inc. for the emergency roadway repair of Farm District Rd (SR 828) in the amount of \$38,857.35.

AGENDA ITEM BRIEF:

The purpose of this item is to authorize approval of the payment for emergency road surface repair completed at Farm District Road to ensure the integrity of the road through winter conditions. The repair work is to be completed within December 2025, which will restore the roadway's integrity and functionality in accordance with discussions between the City of Fernley and NDOT.

RECOMMENDED MOTION:

"I move to approve the proposal from Sierra Nevada Construction, Inc. for the emergency roadway repair of Farm District Rd in the amount of \$38,857.35."

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 the proposal as submitted.

- Provide an alternate direction to the staff.

BACKGROUND:

On October 21, 2025, the Utilities Department was notified that NDOT had identified two sinkholes on Farm District Road (SR 828) requiring immediate attention. Although Farm District Road is owned by NDOT, the section in need of repair had previously been under a City of Fernley work permit for the lift station near Jenny's Lane, thereby placing maintenance responsibility on the City. The sinkholes were temporarily patched; however, NDOT informed the Utilities Department that the temporary patches would not withstand winter conditions and that additional repairs were required before the weather changed.

Due to staffing availability and expertise, the Engineering Department took the lead. In coordination with NDOT, it was determined that asphalt replacement would allow the segment to sufficiently withstand winter conditions and enable a permanent repair to be deferred until spring.

Because of the urgent nature of the repairs, staff solicited an emergency cost proposal from Sierra Nevada Construction, Inc., A&K Earth Movers, Inc., Granite Construction, and Q&D—qualified local contractors with active Nevada Class A and B licenses. Sierra Nevada Construction, Inc. was the only company to respond with a proposal.

Internally, it was agreed that the Engineering Department would take the lead and coordinate the emergency repair with NDOT; however, the costs would be borne by the Utilities Department, as the repairs were necessitated by a utilities-related project.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

The total cost of \$38,857.35 will be funded through the Utilities Department's Emergency Service/Repair & Maintenance budget under GL 510-810-430.

ATTACHMENTS:

1. Attachment A
2. Attachment B
3. CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR



38 ft by 7 ft Hot
Patch - 6 in
Asphalt Depth

11/12/2025
25MRO099
*** Mike Rooley

13:56
FERNLEY SR 828 FARM DISTRICT PATCH
BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1	6" PATCH	1.000	LS	37,007.00	37,007.00
2	CONTINGENCY	1.000	LS	1,850.35	1,850.35
Bid Total =====>					\$38,857.35

CONTRACT

A Contract for Professional Services

THIS CONTRACT is made and entered into this 3rd day of December, 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 Sierra Nevada Construction, Inc., a whose address is: 2055 E. Greg Street, Sparks, NV 89431 ("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,

CONTRACT

A Contract for Professional Services

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.

- 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 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).
- 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 Silver Lace Blvd.

CONTRACT

A Contract for Professional Services

If to Contractor: Sierra Nevada Construction, Inc.
2055 E. Greg St.
Spark, NV 89431

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.

CONTRACT

A Contract for Professional Services

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 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

CONTRACT

A Contract for Professional Services

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 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.

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A Contract for Professional Services

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.
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

CONTRACT

A Contract for Professional Services

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

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

COF

CTR

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

____ Contractor's Initial

____ CoF Representative

CONTRACT

A Contract for Professional Services

SIERRA NEVADA CONSTRUCTION, INC has entered into a contract with Owner to perform work from THE 3rd DAY OF December, 2025 to THE 30th DAY OF MARCH, 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.



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.

CONTRACT

A Contract for 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 Contractor. Neither approval by the City nor failure to disapprove the

CONTRACT

A Contract for Professional Services

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.

- 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

CONTRACT

A Contract for Professional Services

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.

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

CONTRACT

A Contract for Professional Services

U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
- 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

CONTRACT

A Contract for Professional Services

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 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

CONTRACT

A Contract for Professional Services

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 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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CONTRACT

A Contract for 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 Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

CONTRACT

A Contract for Professional Services

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:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address:

City: State: Zip Code:

Telephone: Fax #:

E-mail Address:

(Signature of Contractor)

DATE SIGNED this ____ day of _____, 20____.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 3, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

n

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to reappoint Barry Williams Sr. and Jacob VanderHeiden to the Fernley Planning Commission for another 4-year term

AGENDA ITEM BRIEF:

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

n

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

n

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 3, 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
Ordinance

AGENDA ITEM:

(For Possible Action) Introduction and first reading of Bill #372 associated with ANX25001, a petition from M4 Victory Power QOZB, LLC to annex parcel 021-031-13 containing approximately 107.87 acres and generally located east of Interstate 80, west of Fernley Sink Lake, northeast of Duffy Road, and north of the existing Victory Logistics Planned Development to the City of Fernley.

AGENDA ITEM BRIEF:

Review and processing of a voluntary annexation petition for parcel 021-031-13.

At the November 12th Planning Commission meeting, the Planning Commission unanimously recommended 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 within City limits in northeast Fernley, the triangular site is bounded by Interstate 80 to the west, Bureau of Reclamation lands to the east, and City of Fernley parcels to the south. Roughly 107.87 acres in size, the site is gently sloped to the south and east and directly abuts properties that are part of the Victory Logistics Planned Development along the southern property line. Vegetated with desert flora such as scrub grasses and shrubs, the property is presently undeveloped with no formal vehicular access. The immediate vicinity is similarly undeveloped with limited access.

Analysis: Annexation

When considering an application for annexation submitted under the procedures set forth in NRS 268.670, the City shall consider the following factors in rendering a decision on the application.

a. The request conforms to the requirements of NRS Chapter 268.

Nevada Revised Statutes Chapter 268 divides cities within the State into two categories: cities within counties with populations exceeding 700,000 persons and cities within other counties. The City of Fernley is located in Lyon County, the population of which is presently estimated at 64,493 persons. Thus, NRS 268.610 through 268.671, inclusive, apply to this annexation request. Due to its size, however, Lyon County does not have an annexation program or annexation commission. NRS 268.670 establishes an alternative procedure for annexation, and therein specifies that NRS 268.610 through NRS 268.668, inclusive, do not apply to such annexation requests. The request is subject to NRS 268.6257, NRS 268.663, NRS 268.670, and NRS 268.671, analyzed below.

NRS 268.6257 establishes territories that are prohibited from annexation by cities, including lands that have been conveyed to the county by federal law enacted after January 1, 2000 for the purpose of developing an airport, addressing noise compatibility issues related to airports, or that are less than one mile from such conveyed lands. None of these prohibitions apply to the subject parcel. This stipulation is met.

NRS 268.663 discusses inclusion of county roads, state highways, and railroads in annexed territories. The subject parcel does not contain any rights-of-way. The stipulations contained in this section are met.

NRS 268.670 allows, as an alternative procedure, annexation of lands contiguous to the City by petition of all property owners. M4 Victory Power QOZB, LLC is the sole property owner of the parcel in question and has submitted the appropriate petition document for review and recording. The property is contiguous to City boundaries. These stipulations are met.

NRS 268.671 establishes noticing protocols for annexed properties. These required notices to public utilities and rural electrical cooperatives will be handled by the City Clerk's office in accordance with this section. These stipulations are met.

b. The request conforms to the findings established for annexation:

1. Location of the property to be considered for annexation;

Located along Interstate 80 in northeast Fernley, the subject property is located within City limits and is considered a "County island"—a pocket of County land surrounded by City of Fernley parcels. Immediately adjacent to the existing Victory Logistics District, a planned development in North Fernley, the site's location is well-suited to future development plans by the Mark IV Victory Group, including extension of public

infrastructure as part of the planned development's improvements.

2. The logical extension of City limits;

The subject parcel is located within City limits and the proposed annexation would not alter City limits as presently established.

3. The need for the expansion to accommodate planned regional growth;

Although this request is considered as a standalone application irrespective of future actions, City staff have been made aware of future tentative plans for the subject parcel—currently thought to include a master plan amendment, zoning map amendment, and development of a utility infrastructure facility. Considering the large quantities of power that will be required to sustain development within the Victory Logistics District, the parcel is envisioned as the future location for substantial energy infrastructure. Thus, the parcel directly serves the local and regional growth envisioned by the Victory Logistics Planned Development and the City as a whole.

4. The location of existing and planned water and sewer service;

The applicant has provided a preliminary depiction of planned and future water and sewer services. These services are anticipated to be available near the southeast corner of the site where the property abuts existing planned development within the Victory Logistics District. Staff notes that these improvement plans have been submitted for review but have not yet been granted approval by the State or by applicable City of Fernley Departments. If the preliminary plans proceed as shown, the subject parcel will have nearby access to public water and sewer infrastructure.

5. Community goals that would be met by the proposed annexation;

The following goals and action strategies are supported by the proposed annexation:

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

Complicated by the site's designation as a County island and surrounded by federal lands, Interstate 80, and City of Fernley parcels, access to public services and facilities currently poses a challenge to development of the property. Service of the property by Lyon County public services and facilities is inefficient—annexing the property to the City of Fernley, where it can be served by infrastructure and service networks already in development to the immediate south, supports this community goal.

LU.1.6 Create a growth pattern that assures flexible, feasible, and efficient projects.

This annexation proposal adds adjoining developable land to the developer's City of Fernley portfolio where the site will be utilized to further the goals of the Victory Logistics District Planned Development. By approving the annexation, the City facilitates the growth contemplated in the Victory Logistics District Planned Development by providing additional opportunities for infrastructure and development siting. This enhances the feasibility, flexibility, and efficiency of the Victory Logistics project as a whole.

PSF.1.2 To the maximum extent possible, the costs of improvement, extension and construction of public facilities should be borne by those whose land development and redevelopment actions made such improvement, extension and construction necessary. A procedure is to be established that defines the responsibility for improvements of individual projects.

The developers of this site will be responsible for extending public infrastructure to the property, ensuring that public facilities are extended to the annexed lands in a manner that is cost-effective for the City.

PSF.3.3 Ensure appropriate levels of public services and facilities are continually provided.

Already located within City limits, this County island is unable to be efficiently served by existing County infrastructure. By annexing the site, City of Fernley not only provides a more efficient and effective level of public services and infrastructure, the City also facilitates the growth of the Victory Logistics District by providing a seamless expansion opportunity north of the existing planned development. Thought to be utilized for energy infrastructure serving this planned development in the future, annexation of this parcel ensures that the substantial needs of the Victory Logistics District can be met without overburdening City infrastructure capacities.

6. The efficient and cost-effective provision of service areas and capital facilities;

As noted above, this County island cannot efficiently or cost-effectively be served by Lyon County services and facilities. By annexing this parcel, the City improves service delivery for the project site. Immediately adjacent to the Victory Logistics District Planned Development and contemplated for improvements supporting said development, the annexation of this parcel facilitates efficient and cost-effective provision of service areas and capital facilities in a portion of the City where infrastructure improvements are already planned and permitting underway. This annexation request facilitates further efficiencies by allowing the Victory Logistics District development team to site and develop their own capital improvements, thereby reducing impacts from the substantial demand envisioned by this planned development on the City's existing utility capacities and networks.

7. Fiscal analysis regarding the proposed annexation;

The subject proposal has been submitted as a standalone application. Thus, the fiscal analysis provided, per staff direction, only considers the annexation and potential development of the property as an annexed and zoning-converted site. The analysis does not consider future master plan and zoning map amendments, or future industrial development of the site. The fiscal analysis presented documents the net positive impact of low density rural residential development. It is noted that additional analyses will be conducted as part of future entitlement applications, where required by Fernley Municipal Code. It is anticipated that future industrial and infrastructure development on the site would generate additional positive fiscal impact to the City, given the relationship of this project to the overall Victory Logistics District Planned Development.

8. Whether Lyon County has adopted a community management plan for the proposed annexation area;

Lyon County does not appear to have adopted a community management plan for the proposed annexation area.

9. Whether the annexation creates any islands;

The proposed annexation does not create any islands and instead eliminates an existing island.

10. Any other factors concerning the proposed annexation deemed appropriate for consideration by City Council.

No other factors have been identified for consideration at this time.

c. The property requested to be annexed conforms to the Master Plan,

The property proposed to be annexed will conform to the City of Fernley Master Plan. Upon annexation, the property's Lyon County land use and zoning designations will be converted to corresponding City of Fernley designations. Future development will either be consistent with these designations or appropriate master plan amendment and zoning map amendments will be requested to adjust the land use and/or zoning designations to suit the future development plans for the site.

d. Public notice was given, and a public hearing held per the requirements of the development code.

A public hearing was held at the November 12th Planning Commission meeting. Public hearing notices were provided via US Mail to all property owners within 750' of the site on October 29, 2025. Legal notice for said public hearing was published in the Reno Gazette-Journal on October 29, 2025. An additional public hearing with appropriate public notice is tentatively scheduled for December 17th, 2025. Lyon County will be notified along with this second public noticing effort prior to the second public hearing on this matter.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General:

NRS 268 – Powers and Duties Common to Cities and Towns Incorporated Under General or Special Laws
Fernley Municipal Code, Title 32 – Development Code
City of Fernley Comprehensive Master Plan (2020 Update)

Specific:

NRS 268.670 – Annexation of contiguous territory owned by city or upon petition of all owners of real property:
Alternative procedures
NRS 268.6257 – Annexation of certain territory prohibited; exceptions.
NRS 268.663 – Inclusion of county road, state highway or railroad in annexed territory.

FMC 32.03.040(a) – Annexation

FINANCIAL IMPLICATIONS:

N/A.

ATTACHMENTS:

1. Exhibit 1 - Bill #372
2. Exhibit 2 - Vicinity Map
3. Exhibit 3 - County Islands Map
4. Exhibit 4 - Applicant Narrative
5. Exhibit 5 - Fiscal Impact Analysis

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

BILL #372
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE TO ANNEX CERTAIN LANDS INTO THE CITY OF FERNLEY INCORPORATED CITY LIMITS AS PETITIONED BY THE PROPERTY OWNER UNDER ANX25001, LANDS MORE SPECIFICALLY DESCRIBED AS ASSESSOR'S PARCEL NUMBER 021-031-13, A SITE APPROXIMATELY 107.78 ACRES IN SIZE OWNED BY M4 VICTORY POWER QOZB, LLC AND GENERALLY LOCATED EAST OF INTERSTATE 80, WEST OF FERNLEY SINK LAKE, NORTHEAST OF DUFFY RD, AND NORTH OF THE VICTORY LOGISTICS DISTRICT PLANNED DEVELOPMENT PURSUANT TO NRS 268.670 – CONTIGUOUS VOLUNTARY ANNEXATIONS AND OTHER MATTERS PROPERLY RELATED THERETO.

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

Section 1: The property described in Exhibit "A" and shown in Exhibit "B" which is attached hereto and incorporated herein by reference, situated in the County of Lyon, State of Nevada, shall become and hereafter shall be a part of the City of Fernley and shall be embraced within the corporate limits of this said City.

SECTION 2: Upon annexation, the zoning shall convert from Lyon County zoning of Rural Residential, 5 Acres (RR5) to a City of Fernley zoning of General Rural, 20-Acre Minimum (GR20).

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: The City Clerk is instructed and authorized to publish the title to this ordinance as provided by law and to record the plan certified herein as provided by law.

SECTION 5: This ordinance shall become effective upon passage, approval, and publication.

SECTION 6: The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare and convenience.

SECTION 7: 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 8: 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 # 372 BEING HEREBY PROPOSED on the 3rd day of December, 2025.

BILL # 372 BEING HEREBY PASSED, APPROVED and ADOPTED this 17th day of December, 2025, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____ Date: _____
Neal E. McIntyre, Mayor

Attest By: _____ Date: _____
Kim Swanson, City Clerk

**LEGAL DESCRIPTION FOR
ANNEXATION OF LAND TO THE CITY OF FERNLEY**

All that certain real property situate in the County of Lyon, State of Nevada, described as follows:

Township 21 North, Range 25 East

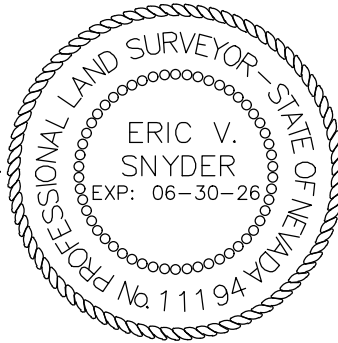
Section 33: SE 1/4; S 1/2 of NE 1/4; NE 1/4 of NE 1/4; NW 1/4 of NE 1/4; E 1/2 of W 1/2

EXCEPTING THEREFROM that portion lying Northwesterly of the Southeasterly boundary line of the parcel conveyed to the State of Nevada by Deed recorded September 4, 1964, in Book 47, Page 274, as Document No. 90007, Deed Records.

This legal description was provided in the preliminary title report prepared by Ticor Title of Nevada, Inc., order no. TTR2402735-CD, dated December 23, 2024.

Said real property contains approximately 109.06 acres.

Eric V. Snyder, PLS 11194
Bowman Consulting Group Ltd.
1150 Corporate Blvd.
Reno, NV 89502



V:\420016 - VICTORY LOGISTICS\420016-02-001 (PLN) - POWER PARCEL ANNEXATION\PLANNING\DWG\V-ANNX-MARKIV-CERESOLA.DWG

LEGEND



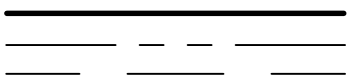
FOUND QUARTER SECTION
CORNER AS NOTED



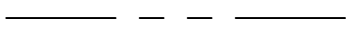
FOUND CLOSING SECTION
CORNER AS NOTED



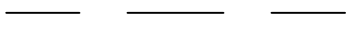
FOUND STANDARD SECTION
CORNER AS NOTED



PROPERTY LINE



SECTION LINE



ADJOINER
PROPERTY LINE

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N46°34'20"E	414.63'
L2	S00°18'51"W	563.53'

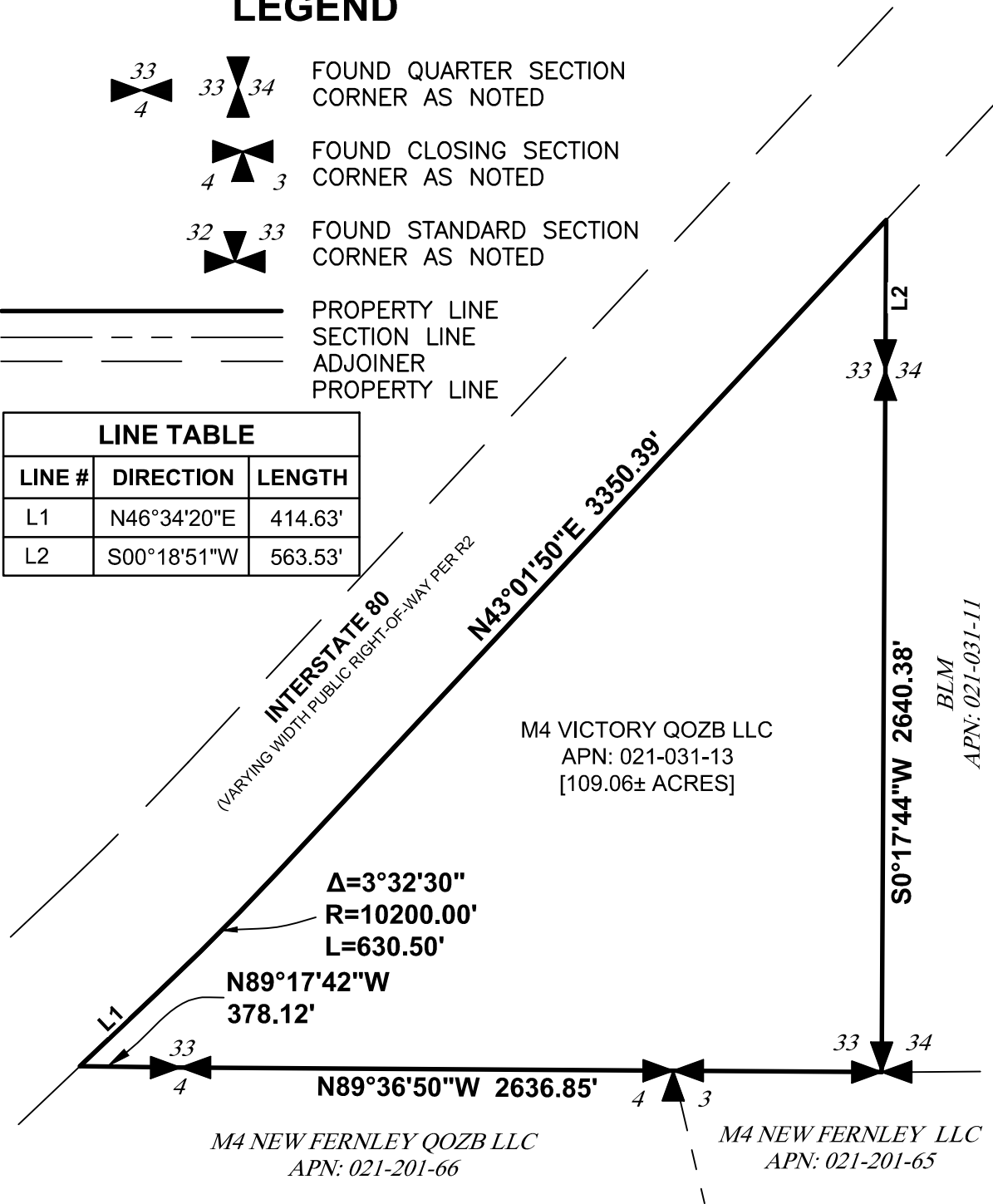


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION FOR
ANNEXATION OF LAND TO THE CITY OF FERNLEY
LYING WITHIN PORTIONS OF NE 1/4, SE 1/4 & SW 1/4 OF
SECTION 33, TOWNSHIP 21 NORTH, RANGE 25 EAST, M.D.M.
FERNLEY, LYON COUNTY, NEVADA

Bowman
1150 CORPORATE BLVD.
RENO, NV 89502

SHEET
1 / **1**
OF

APN 021-031-13

Recording Requested By:
City of Fernley
Attn: Alisa Johansson, Senior Planner
595 Silver Lace Boulevard
Fernley, Nevada 89408

PETITION TO ANNEX

I am the owner of record of that certain property located in Lyon County, Nevada, Assessor's Parcel Number (APN) 021-031-13.

All that certain real property situate in the County of Lyon, State of Nevada, described as follows:

Township 21 North, Range 25 East

Section 33: SE 1/4; S 1/2 of NE 1/4; NE 1/4 of NE 1/4; NW 1/4 of NE 1/4; E 1/2 of W 1/2

EXCEPTING THEREFROM that portion lying Northwesterly of the Southeasterly boundary line of the parcel conveyed to the State of Nevada by Deed recorded September 4, 1964, in Book 47, Page 274, as Document No. 90007, Deed Records.

This legal description was provided in the preliminary title report prepared by Tigor Title of Nevada, Inc., order no. TTR2402735-CD, dated December 23, 2024.

Said real property contains approximately 109.06 acres.

I hereby petition the City of Fernley, Nevada to annex said property into the City of Fernley.

M4 Victory Power QOZB, LLC, A Delaware limited liability company
1740 N. Nevada Pacific Parkway, Suite 100
Fernley, NV 89408

SEE ATTACHED SIGNATURE AND NOTARY

Joining in execution to approve the PETITION TO ANNEX
M4 Victory Power QOZB, LLC, A Delaware limited liability company

By: Niel Nelson

Its: Senior VP. Mark IV, M.M.

STATE OF Nevada)
)SS

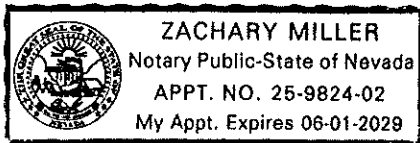
COUNTY OF Washoe)

On 10/08/25, 2025 before Zachary Miller a Notary

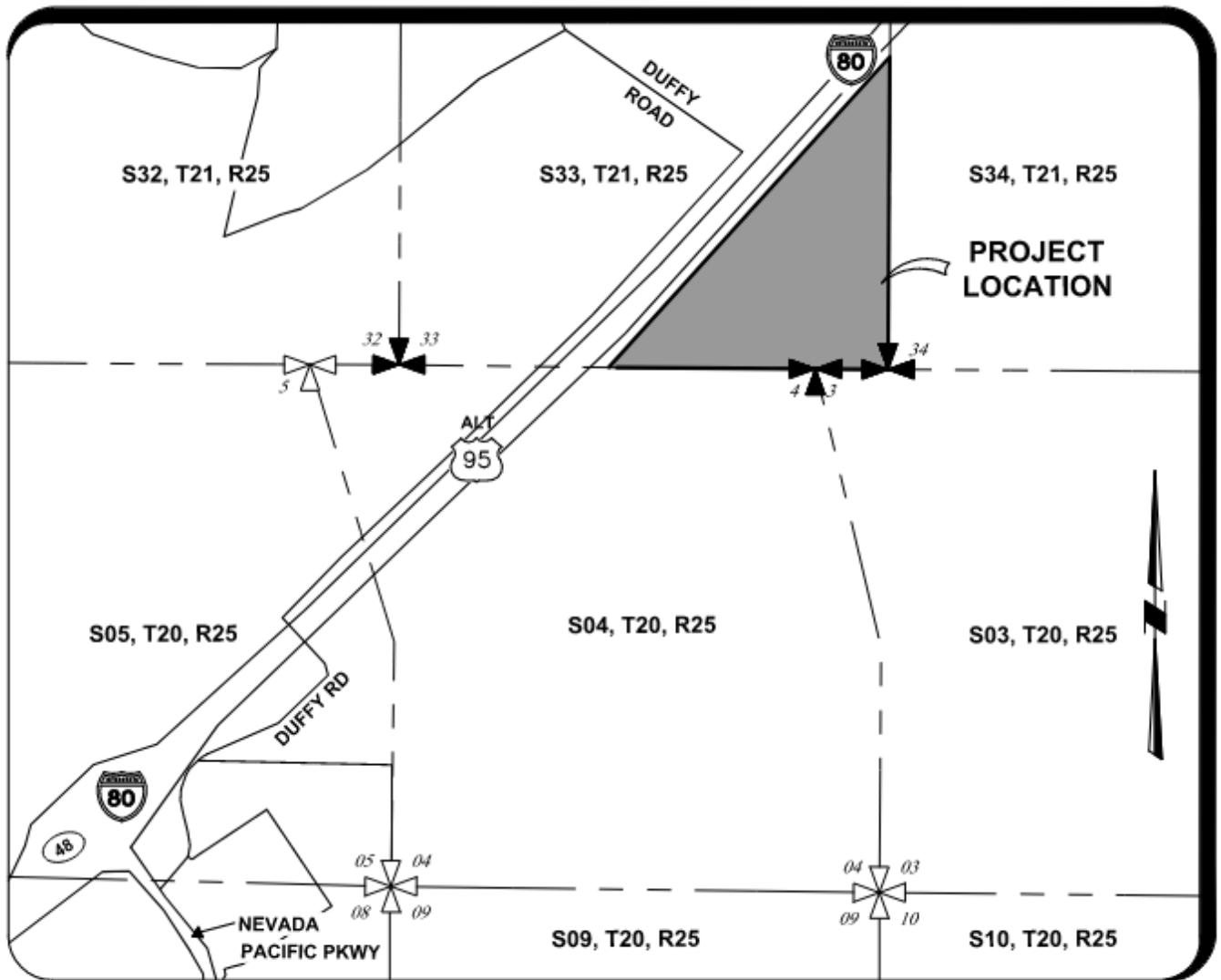
Public, personally appeared Niel Nelson who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the written instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



— Zachary Miller
Signature of Notary Public

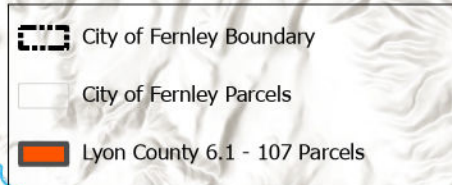


VICINITY MAP
NOT TO SCALE

Lyon County Islands Within City of Fernley Boundary

Entire City of Fernley Boundary = 164.47 sq. miles
Lyon County Parcels = 34.41 sq. miles

Remaining Area = 130.06 sq. miles



Project Site
ANX25001

City of Fernley

0 0.5 1 2 Miles

Updated Date: 6/16/2025

DISCLAIMER: The data contained herein does not represent survey delineation and should not be construed as a replacement for the authoritative source. No liability is assumed by City of Fernley as to the sufficiency or accuracy of the data.

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Attachments

- Written Description of Annexation Request & Written Documentation of Review Factors and Legal Findings
- Stamped Legal Description & Boundary Map
- Annexation Map
- Existing Site map/ALTA Survey
- Vicinity Map
- Proof of Property Tax Payment
- Preliminary Title Report

Project Overview

Proposed is the annexation of a 107.87+/- acre parcel, located at the NE corner of the Victory Logistics District Planned Development Area. The intended future use of the parcel is to supply the facilities that will be necessary for increased energy demands from growth within the Victory Logistics District. This parcel is currently recognized as an “island” of Lyon County that cannot realistically or economically obtain services or utilities from anywhere but the City of Fernley.

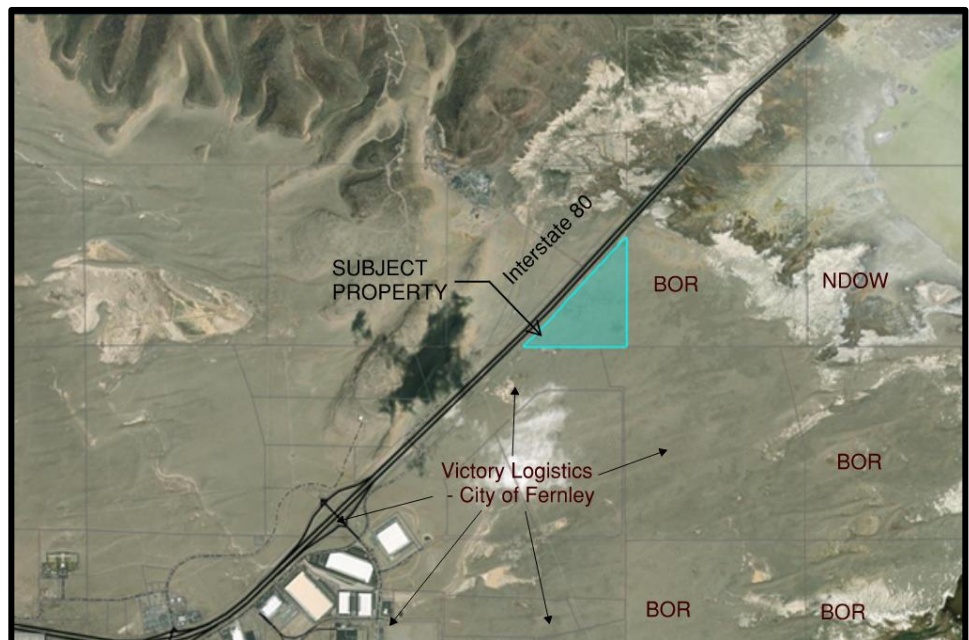
Property Location & Surroundings

The parcel subject to the annexation request is located at the NE corner of the Victory Logistics District Planned Development area. This triangular parcel is bound by the Victory Logistics District to the south, Interstate 80 to the Northwest and federal lands to the east. Utility, access and infrastructure ties from the northwest and east are not realistic options for this parcel and the only reasonable means of future service to the property is along the southern property line, where connection to the Victory Logistics District and the City of Fernley exists. The parcel is identified by Lyon Count as APN 021-031-13 and comprises 107.87+/- acres.

A Vicinity map is provided below showing the subject parcel and its relative location to the Victory Logistics District (within the City of Fernley) and to BOR and NDOW lands to the east that are not anticipated to generate any additional growth/development. .

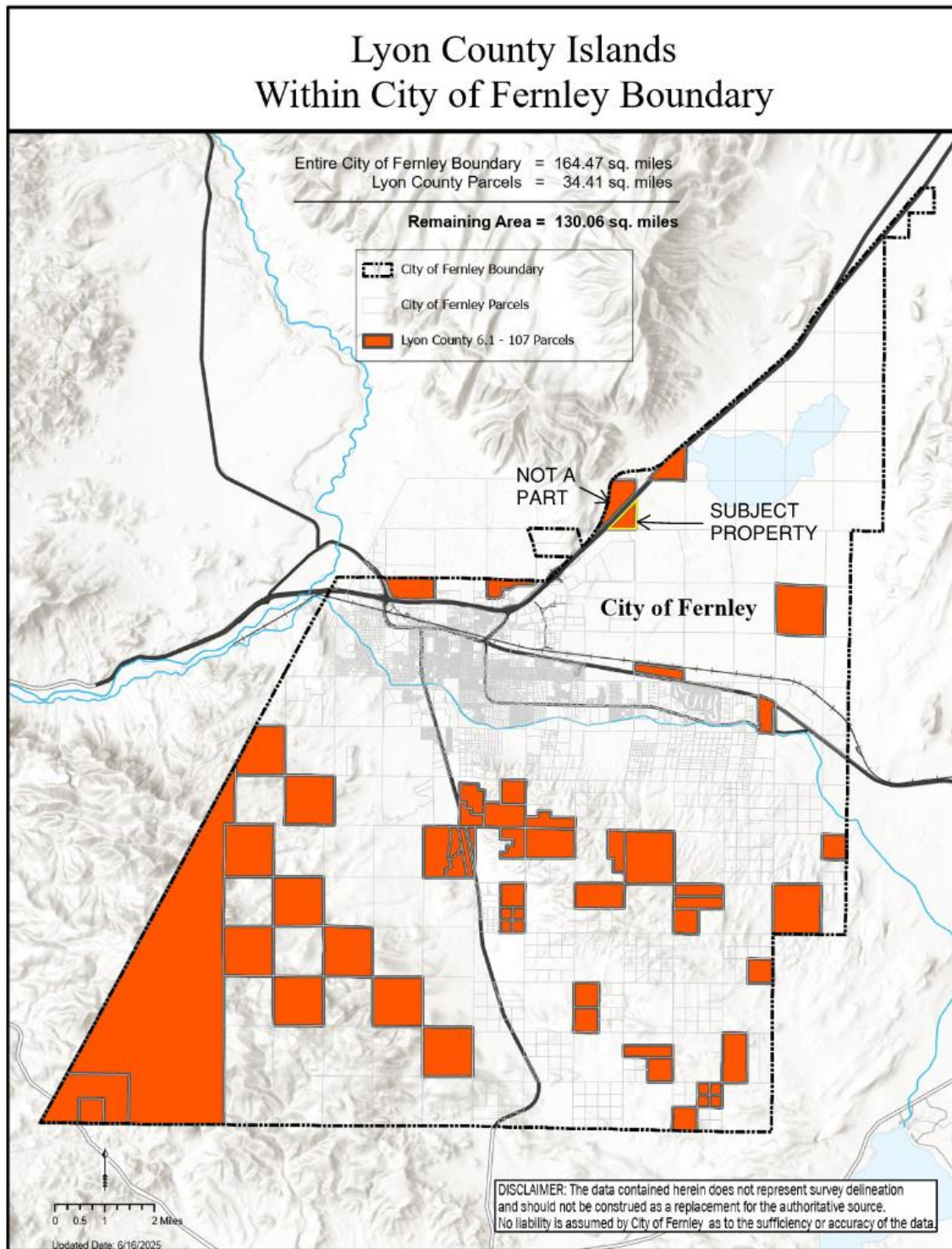
The subject property exists within the recognized City of Fernley boundary area but has not been officially annexed to the City.

The following map shows the properties that lie within the City of Fernley boundary that are “Lyon County Islands.” The subject parcel is one of the identified islands and is appropriately requested for annexation to remedy this jurisdictional challenge.



MARK IV POWER PARCEL – ANNEXATION

PROJECT NARRATIVE



Source – Lyon County Islands Within City of Fernley Boundary map, from City of Fernley Document Center

MARK IV POWER PARCEL – ANNEXATION

PROJECT NARRATIVE

Project Request

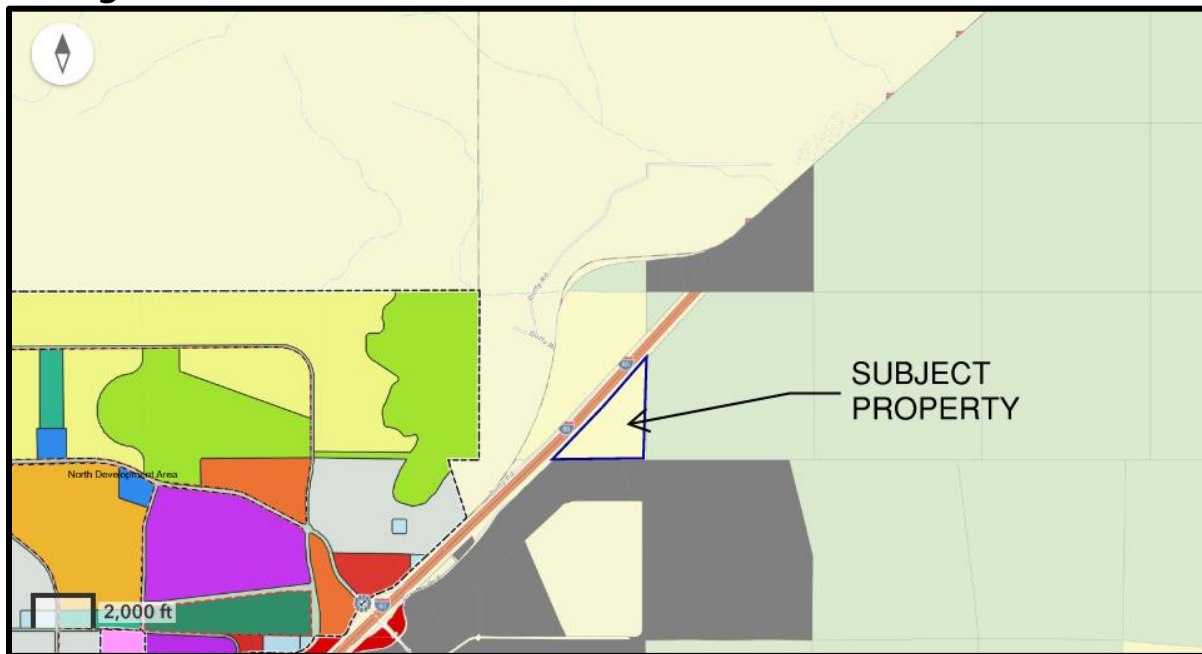
It is requested that this parcel, identified as APN 021-031-13, be annexed into the City of Fernley. In doing so, a more unified development project area is created under the design and development standards of the City of Fernley, while reducing service areas that are non-contiguous to Lyon County and better served by City services.

Master Plan and Zoning Conformance

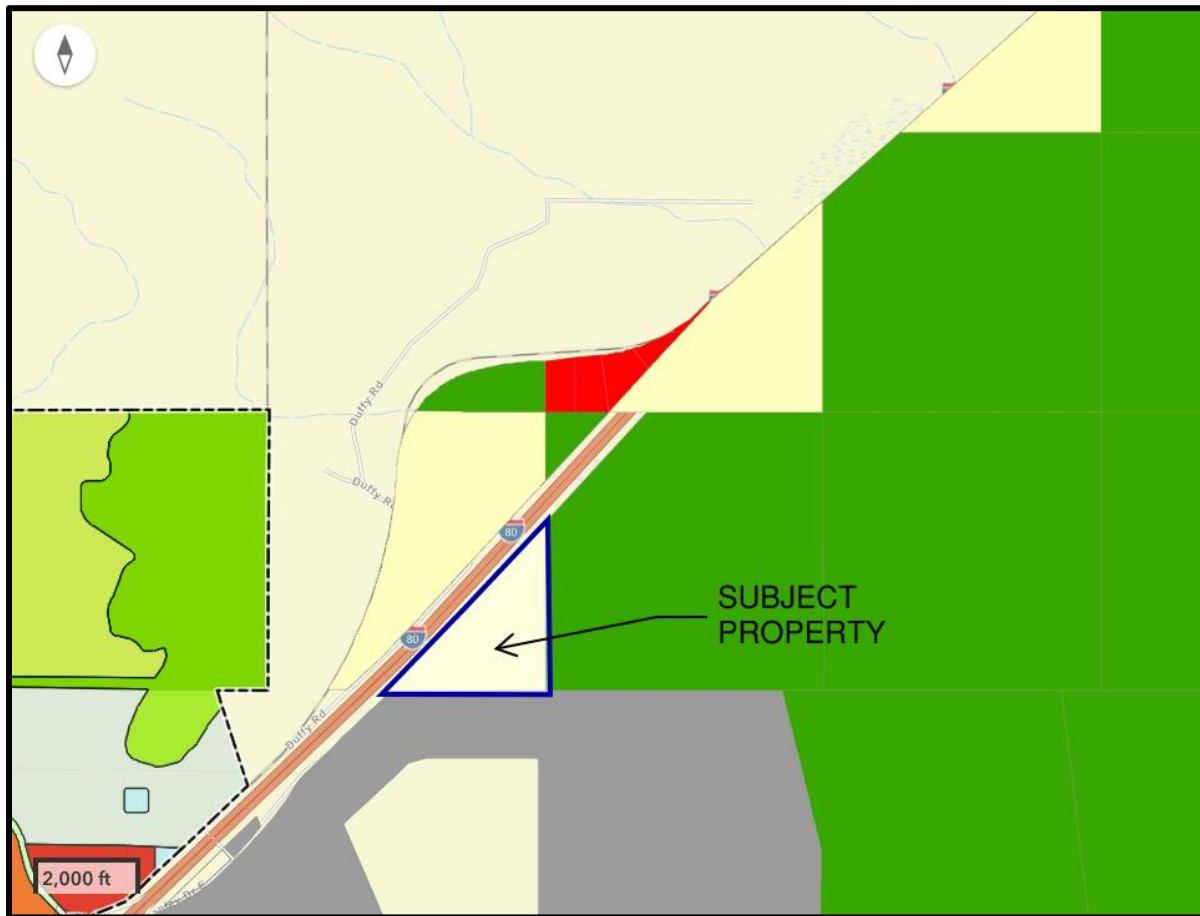
The subject property is master planned Rural Residential (RR) and zoned Rural Residential 5 (RR5). After annexation, the zoning will be the City of Fernley's Zoning Classification of RR5 per table 32.03.040-1 – Zoning Conversion Upon Annexation table in the Fernley Municipal Code.

Images of the Existing Master Plan and Existing Zoning of the subject property and surrounding area are provided below

Existing Master Plan Exhibit



Existing Zoning Exhibit



Legal Findings & Annexation Factors Review

Fernley Municipal Code 32.03.040(6) Findings for Approval identifies legal findings that must be made to approval an annexation request. The application checklist for annexations provides Factors that must be answered that are a similar list to the legal findings found in Code 32.03.040(6)(b). However, the numbering is slightly different for some of the items and an additional consideration/Factor is provided in the application checklist. To resolve this nearly duplicate legal finding/factor review, each of the findings/factors (where different in numbering) under section (b) below is identified as to what number it is in the Code or checklist item.

Following is this listing of the legal findings and factors for an annexation. Responses as to how each is met are provided in Bold.

- a. The request conforms to the requirement of NRS ch. 268

MARK IV POWER PARCEL – ANNEXATION

PROJECT NARRATIVE

Response: NRS 268.670(1)(b) identifies that annexation is allowed if 100% of the property owners in association with the area requested for annexation have made the request to the city. In this case, the property owner, representing 100% of the ownership of the property requested for annexation, have made the request of the City of Fernly.

b. Written documentation addressing the following factors:

(1) Location of the property to be considered for Annexation;

Response: The location of the property is illustrated in the previously in this project narrative. The property abuts the Victory Logistics District which provided the only privately held parcel by which access, infrastructure and utilities can reasonably be served to the site. The other two boundary abutments are to a federal highway (Interstate 80) and federally held land (Bureau of Reclamation) to the northwest and east. The subject parcel is identified to be a “Lyon County Island” and is show on a City of Fernley map reflecting this classification (See map on page 2 of this narrative).

The locational situation of the parcel and the rational route for future service connectivity provide positive justification for the approval of the proposed annexation request.

(2) The logical extension of City limits;

Response: The requested annexation is a logical extension of City limits as the parcel is directly adjacent to the Victory Logistics District and, as noted in question 1, the property is recognized as a “Lyon County Island” within the City of Fernley boundary. The recognition of the “island” classification helps to justify the annexation of this parcel and the locational tie to the current City of Fernley property within the Victory Logistics District provides additional support for the approval of this request.

(3) The need for the expansion to accommodate planned regional growth within seven years;

Response: This requested annexation is made by Mark IV, the developer of the Victory Logistics District. The long term intended use of this property is to provide energy related infrastructure that will serve the needs of future uses within the Victory Logistics District. Mark IV has been working with NV Energy to define the energy needs and timing of improvements to meet the future needs of users within the Victory Logistics District boundaries, but the definition and timing of facilities to meet the energy demand has not yet been solidified. It is foreseen that

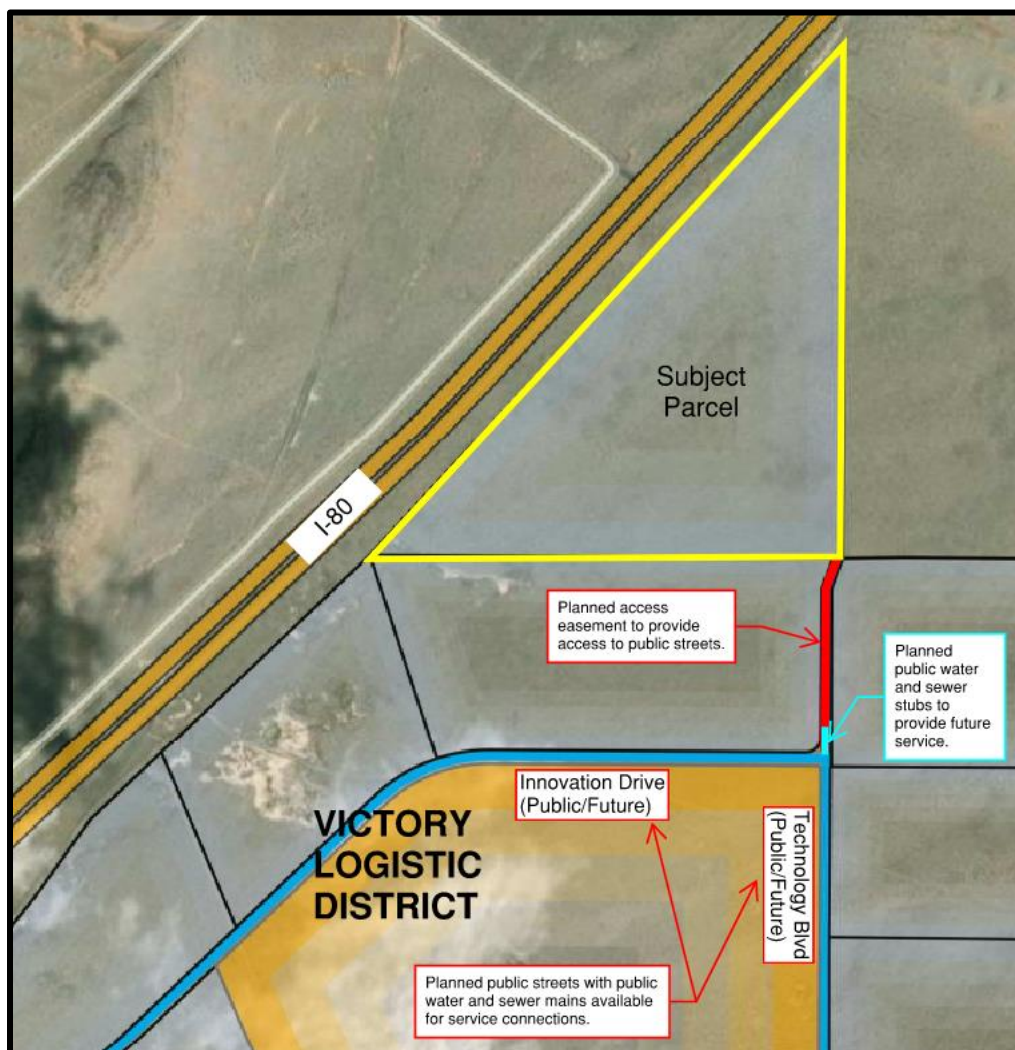
MARK IV POWER PARCEL – ANNEXATION

PROJECT NARRATIVE

energy related facilities on this parcel will be necessary within the next 7 years to meet the demand that is building within the Victory Logistics District.

(4) The location of existing and planned water and sewer service;

Response: Water and sewer services are currently planned and in review with the City of Fernley on the Victory Logistics District property to the south of the subject parcel. Below is an exhibit that shows the location of the water and sewer lines and a planned access easement to the subject parcel. The utility lines within the Victory Logistics District development will provide sufficient capacity to serve the subject parcel. will be provided within the roadway network of the Victory Logistics District. Connection to those lines is the only viable means of connection to water and sewer services as the property is adjacent to a federal highway to the north and Bureau of Reclamation land to the east.



MARK IV POWER PARCEL – ANNEXATION

PROJECT NARRATIVE

- (5) APPLICATION CHECKLIST (ONLY) - Acceptable level of services can be provided;

Response: The design and sizing of the utility lines within the Victory Logistics District has been provided to accommodate for future development of the subject property.

- (5) CODE FINDING & (6) APPLICATION CHECKLIST - City goals/policies that would be met by the proposed annexation;

Response: Please see the following applicable master plan policies that have been identified.

HP.1.1.4 Encourage the efficient use of land and existing infrastructure by focusing on achieving good design in new housing or redeveloped housing on either vacant land, infill parcels and/or under-developed parcels.

With the exception of the southern property line, the subject parcel practically cut off from access, infrastructure and utility connections. Annexation to the City of Fernley presents the only viable linkage to infrastructure and utilities to allow for future development of the subject property.

LU.1.3.2 Maintain adequate supplies of developable land for both residential and commercial land uses.

The subject property is developable by virtue of its location adjacent to Victory Logistics District.

LU.1.4.6 Review all projects in relation to their geographic location, impacts to adjacent communities, fiscal impact and mitigation measures to protect natural and cultural resources. Apply specific conditions of approval tailored for each development proposal.

A fiscal impact analysis for the subject property under the current rural residential designation. The subject parcel is directly adjacent to Victory Logistics District, as such is anticipated to provide uses that will be complementary to the nearest neighboring use. As future development plans come into focus to meet the needs of Victory Logistics District any specific reports or analysis relative to natural and cultural resources can be provided.

LU.1.5.3 Development on the perimeter of Fernley is appropriate only where orderly extension of existing public services and facilities can occur.

MARK IV POWER PARCEL – ANNEXATION

PROJECT NARRATIVE

Due to the cut off nature of the subject parcel, the proposed annexation does represent an orderly extension of the city relative to public services and facilities through a reasonable extension of the city to get rid of one of the Lyon County Islands that have been identified by the city.

LU.1.5.4 Adopt development regulations that recognize the relationship between land use timing and the provision of services and facilities.

Annexation of the subject parcel will allow the owner to propose any future development applications at an appropriate time to meet the needs on the adjacent Victory Logistics District properties.

LU.1.12.2 Any land use entitlement applications for subdivision or intensification of land shall also be required to submit a fiscal impact analysis to the approval of the City Manager or their designee.

A Fiscal Impact Analysis has been submitted with this application.

T.1.1.6 Require all new development to be consistent with the access right-of-way dedication and improvement standards as specified in the Public Works Design Manual and pursuant to the functional classification as defined in this chapter.

It is anticipated that either an access road through an easement or a future public road connection to the parcel from the intersection of Technology Blvd. and Innovation Drive will be provided. A preliminary access easement location is shown on the exhibit provided in consideration #4.

PSF.3.3.1 Coordinate the provision of public services with growth and development in Fernley.

The intended future use of the subject property is responsive to the utility needs for the Victory Logistics District, a major economic driver for the City of Fernley.

PSF.3.10.2 As areas are annexed into the City, evaluate the level of fire protection and take action, as funds are available, to insure new areas receive the same level of fire protection provided to the rest of the City.

A new fire station location is part of the requirements and improvements associated with Mark IV's Victory Logistic District and the proposed annexation parcel is within the coverage area to provide appropriate response times.

PSF.3.10.4 Require streets to be of high structural quality, sufficient width, and keep maintained to insure access of emergency and service equipment.

MARK IV POWER PARCEL – ANNEXATION

PROJECT NARRATIVE

The streets that will serve access to the subject parcel are part of the Victory Logistics District project and will meet this standard, being reviewed by the City of Fernley. Access to the subject parcel will be provided through an access easement sufficient in size and design to meet the criteria set forth and required by the North Lyon County Fire Protection District.

- (6) CODE FINDING & (7) APPLICATION CHECKLIST- The efficient and cost-effective provision of service areas and capital facilities;

Response: The nearest utilities and infrastructure improvements to the site are in design and will be constructed to the south of the subject property (within the Victory Logistics District). There is no viable opportunity to provide such necessary services and ties from any other direction to serve the subject property. As such, the annexation of the subject property will provide the most cost-effective means to provide services and capital facility connections to the property.

- (7) CODE FINDING & (8) APPLICATION CHECKLIST - Fiscal analysis regarding the proposed annexation demonstrating fiscally positive for 20 years;

Response: A Fiscal Impact Analysis has been provided with this application

- (8) CODE FINDING & (9) APPLICATION CHECKLIST - Whether there are any adopted plans for the proposed annexation area;

Response: There are no existing plans for the proposed annexation area. The future use of the property is still in discussion and consideration for what I will need to incorporate. It is expected that the subject parcel will provide energy associated uses that will help to meet the energy needs of the future uses within the Victory Logistics District.

- (9) CODE FINDING & (10) APPLICATION CHECKLIST - Whether the annexation creates any islands; and

Response: This request removes a “Lyon County Island” as shown on the Lyon County Islands within City of Fernley Boundary map, sourced from the City of Fernley Document Center.

- (10) CODE FINDING & (11) APPLICATION CHECKLIST - Any other factors concerning the proposed annexation deemed appropriate for consideration by the City Council.

Response: It is believed that the isolated situation of the subject parcel with the only viable linkage for utilities, infrastructure and access to public services leads to the obvious conclusion that this parcel needs to be annexed to the City of Fernley.

MARK IV POWER PARCEL – ANNEXATION

PROJECT NARRATIVE

c. The property requested to be annexed conforms to the master plan.

Response: The property in questions conforms to the Lyon County Master Plan and will conform to the City of Fernley's Comprehensive plan when annexed. The current zoning on the site is Lyon County RR-5 and will convert to the City's version of that zoning designation, RR5, upon annexation. The conversion table is TABLE 32.03.040-1 - Zoning Conversion Upon Annexation.

A review of applicable policies to this request is provided above in response to Code Finding (5).

d. Public notice was given, and a public hearing held per the requirements of the development code.

Response: Public Notice for the public hearing for this annexation request will be provided.

MARK IV-VICTORY ANNEXATION

APN 021-031-13

City of Fernley

Fiscal Impact Analysis

SEPTEMBER 9, 2025

Prepared by:



EKAY Economic Consultants, Inc.

Economics for the changing world

550 West Plumb Lane

Suite B459

Reno, NV 89509

(775) 232-7203

www.ekayconsultants.com

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Mark IV-Victory Annexation APN 021-031-13

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MARK IV-VICTORY ANNEXATION

CITY OF FERNLEY FISCAL IMPACT ANALYSIS

EXECUTIVE SUMMARY

Ekey Economic Consultants, Inc. (EEC) of Reno, Nevada was retained to conduct a fiscal impact analysis of the annexation of parcel 021-031-13 to the City of Fernley, Nevada. Findings of the analysis are summarized below.

- The parcel includes 107.87 acres of vacant space zoned RR5. Given this zoning, the analysis assumes 21 single family units can be constructed on the parcel if annexed to the City and developed.
- The project is estimated to generate a \$539,000 revenue surplus over the 20-year analysis period for the City of Fernley's General Fund.
 - The project is estimated to generate \$868,000 in revenue over the 20-year analysis period for the General Fund.
 - The project is estimated to generate costs to the General Fund of \$328,000 over the 20-year analysis period, including a 3% contingency amount.
- The project will have a **positive** fiscal impact on the City of Fernley.
- The project will also have a positive fiscal impact on the North Lyon County Fire Protection District with a 20-year revenue surplus of \$102,000.

METHODOLOGY

Buildout assumptions for the proposed project provide the foundation on which the fiscal impact analysis is based. These assumptions are shown in Appendix 1 and represent information provided by the developer based on past experience and existing market data.

Appendix 1 shows annually the number of residential units, acres, land and improvement values, and construction materials costs for the project. It should be noted that information in Appendix 1 is based on the best information available to the developer and EEC as of the date of the report and may change as the project moves through the approval and planning process and begins development. This fiscal impact analysis may be revised if such changes occur.

Buildout assumptions shown in Appendix 1 are used to estimate revenue and costs generated by the development for the City of Fernley. The fiscal impact of the parcel annexation and development on the North Lyon County Fire Protection District, which will provide fire and medical services to the parcel, is also included.

Appendices at the end of this report present revenue and cost projections on an annual basis over the analysis period. Assumptions used in developing these estimates are presented at the end of each appendix. These appendices are:

Appendix 1: Buildout Assumptions

Appendix 2: City of Fernley Estimated Number of Residents

Appendix 3: City of Fernley Comparison of Estimated Revenue to Estimated Costs

Appendix 4: Estimated Property Tax Revenue

Appendix 5: Sales Tax Revenue

Appendix 6: City of Fernley Estimated Building Permit Revenue

Appendix 7: North Lyon County Fire Protection District Estimated Revenue and Costs

The following assumptions were made in this analysis:

1. Residential land value and construction costs for the project are unavailable at this early stage in the planning process. Land and improvement values for property tax purposes are estimated using data for single family residences on 4.5 to 5.5-acre lots in the City of Fernley. Please see Appendix 1 for more information.
2. The analysis estimates 59 residents for the project at full buildout. All residents of the project are estimated to be new residents of the City, whether due to development residents moving to City of Fernley from outside the area or moving from existing area homes, as these homes are expected to be occupied by new residents to the area. A vacancy adjustment based on single family vacancy rates in the City of Fernley is also included. Population estimates are shown in Appendix 2.
3. The fiscal impact analysis for the City of Fernley includes all revenue and expenditure sources for the General Fund, as this fund will receive the majority of revenue from, and provides the majority of services to, the project. Revenue and cost estimates for the Fund are summarized in Appendix 3.

The analysis does not include an impact of the project on Special Revenue and Capital Projects funds, including Administrative Assessment Fund, Court Facility Fee Fund, Grants Fund, Transient Lodging Tax Fund, and Capital Projects Fund as the impact of the project on these funds is difficult to estimate or is expected to be minimal.

The analysis does not include any Enterprise Funds, including Water and Sewer utility funds as these funds are designed to break even or generate a surplus. The analysis expects fees associated with project residents will generate sufficient revenues for these funds to cover any costs associated with the project.

4. Fiscal impact revenue and cost estimates are made using three methodologies. The main (direct) methodology utilizes existing tax rates, service levels, national service standards and information from department representatives. This methodology is used to estimate revenues from sales, property tax, and impact fee sources.

Mark IV-Victory Annexation APN 021-031-13

If the detailed information required for this type of analysis is not available or the impact on the revenue or expenditure source is expected to be directly related to population changes, the ACM (average cost method) is used to estimate costs and revenues associated with the project. This method uses per capita revenue and expenditure amounts applied to the estimated residential population of the project.

Indirect administrative costs, such as costs associated with providing services (finance, legal, etc.) to the direct service departments are estimated as percent of additional direct services, the third methodology used in the analysis.

Appendix 3 provides detailed assumptions and calculations for each of the three methods for the City of Fernley.

5. Information for the ACM and the indirect cost analyses was obtained from the fiscal year (FY) 2025-26 budget documents for the City of Fernley. FY 2024-25 is used as the base year for the analysis, as this is the latest year for which non-budgeted, actual data is available.
6. Revenue and expenditure impacts of annexation on the North Lyon County Fire Protection District are also included, as shown in Appendix 7. The analysis estimates revenues associated with three major sources only: property tax, sales tax, and ambulance fees. The analysis includes all costs associated with Fire and Ambulance Fund operations, combined. Revenue and expenditure data is based on FY 2024-25 estimated amounts.
7. Additional information for revenue and cost estimate methodology, sources of data, calculations, and findings is provided in the appendices attached to this report.

Findings

Mark IV-Victory Annexation APN 021-031-13

FINDINGS

Findings of the fiscal impact analysis are presented below with summaries for estimated revenue and costs for the City of Fernley and North Lyon County Fire Protection District.

Table 1 summarizes the estimated impact of the project on the City of Fernley General Fund over the 20-year analysis period. Detailed information for General Fund revenues and costs by line item, by year, as well as methodology for estimating these costs and revenues is found in Appendix 3.

Table 1. Summary of Estimated City of Fernley General Fund Impacts, 20-Year Total

Estimated Revenue	
Taxes	\$ 670,193
Licenses and Permits	171,844
Intergovernmental	21,121
Fines and Forfeitures	4,389
Miscellaneous	-
TOTAL	\$ 867,548
Estimated Costs	
General Government	\$ 108,900
Judicial	17,925
Public Works	3,277
Health	23,383
Culture and Recreation	75,646
Community Development	89,774
Subtotal	\$ 318,905
Contingency	9,567
TOTAL	\$ 328,472
Revenue Surplus/(Deficit)	
Estimated Surplus/(Deficit)	\$ 539,076

The table shows the project is estimated to result in a revenue surplus for the City of Fernley General Fund in the amount of \$539,000 over the analysis period. Table 2 shows the estimated impact of the project on the City of Fernley General Fund over the analysis period, by year.

Findings

Mark IV-Victory Annexation APN 021-031-13

Table 2. Summary of Estimated City of Fernley General Fund Impacts, by Year

Year	Estimated Project Revenue	Estimated Project Costs	Revenue Surplus/ (Deficit)	Cumulative Surplus/ (Deficit)
Year 1	\$ 184,320	\$ 112,234	\$ 72,086	\$ 72,086
Year 2	31,101	9,467	21,634	93,720
Year 3	31,593	9,657	21,937	115,657
Year 4	32,093	9,850	22,244	137,901
Year 5	32,601	10,047	22,555	160,455
Year 6	33,117	10,248	22,870	183,325
Year 7	33,642	10,453	23,189	206,514
Year 8	34,174	10,662	23,513	230,026
Year 9	34,716	10,875	23,841	253,867
Year 10	35,266	11,092	24,173	278,040
Year 11	35,825	11,314	24,510	302,551
Year 12	36,392	11,541	24,852	327,402
Year 13	36,969	11,771	25,198	352,600
Year 14	37,555	12,007	25,549	378,149
Year 15	38,151	12,247	25,904	404,053
Year 16	38,756	12,492	26,264	430,318
Year 17	39,371	12,742	26,630	456,947
Year 18	39,996	12,997	27,000	483,947
Year 19	40,631	13,256	27,375	511,321
Year 20	41,276	13,522	27,755	539,076
TOTAL	\$ 867,548	\$ 328,472	\$ 539,076	

The project will have a **positive** fiscal impact on the City of Fernley, generating a revenue surplus for the City's General Fund in each year of the 20-year analysis period.

Table 3 provides a summary of the annual revenue and expenditure impact of the parcel on the North Lyon County Fire Protection District. Appendix 7 shows detailed calculations of revenues and costs for the District.

Table 3. Summary of Estimated North Lyon County Fire Protection District Fire and Ambulance Fund Impacts, by Year

Year	Estimated Project Revenue	Estimated Project Costs	Revenue Surplus/ (Deficit)	Cumulative Surplus/ (Deficit)
Year 1	\$ 16,573	\$ 11,273	\$ 5,301	\$ 5,301
Year 2	16,321	11,498	4,823	10,124
Year 3	16,581	11,728	4,853	14,977
Year 4	16,845	11,963	4,882	19,859
Year 5	17,113	12,202	4,912	24,771
Year 6	17,386	12,446	4,940	29,711
Year 7	17,663	12,695	4,968	34,679
Year 8	17,945	12,949	4,996	39,676
Year 9	18,231	13,208	5,023	44,699
Year 10	18,522	13,472	5,050	49,749
Year 11	18,817	13,741	5,076	54,825
Year 12	19,118	14,016	5,102	59,927
Year 13	19,423	14,296	5,126	65,053
Year 14	19,733	14,582	5,151	70,204
Year 15	20,048	14,874	5,174	75,378
Year 16	20,368	15,171	5,197	80,574
Year 17	20,694	15,475	5,219	85,793
Year 18	21,024	15,784	5,240	91,033
Year 19	21,360	16,100	5,260	96,294
Year 20	21,702	16,422	5,280	101,574
TOTAL	\$ 375,468	\$ 273,895	\$ 101,574	

Table 3 shows the parcel, if annexed and developed as currently zoned, will generate a revenue surplus for the North Lyon County Fire Protection District of \$102,000 over the 20-year analysis period.

LIMITING CONDITIONS & DISCLOSURES

In the preparation of this report, EEC asserts:

- The report is to be used in its entirety, and no part is to be used without the whole.
- In preparing this report, EEC relied on information provided by other individuals or found in previously existing records and/or documents. This information is assumed to be reliable. However, no warranty, either expressed or implied, is given by EEC for the accuracy of such information and EEC assumes no responsibility for information relied upon later found to have been inaccurate.
- EEC may amend this report in the event additional documents and/or other material discovered subsequent to the submission of this report and pertinent to the report and/or the conclusions contained herein are made available.
- EEC assumes no responsibility for economic, physical, or demographic factors, which may affect or alter the opinions of this report if said economic, physical, or demographic factors were not present or known as of the date of this report.
- Possession of this report, or a copy of this report, does not carry with it the right of publication. Without the consent of EEC, this report may not be used for any purpose by any person other than the party for whom this report was prepared.

APPENDICES

**APPENDIX 1
BUILDOUT ASSUMPTIONS**

<u>YEAR</u>	<u>USE TYPE</u>	<u>ACRES DEVELOPED</u>	<u># OF RES. UNITS</u>	<u>LAND VALUE</u>	<u>IMPROV. VALUE</u>	<u>CONSTRUCT. MATERIALS</u>
Year 1	Single Family	107.87	21	\$ 3,066,000	\$ 7,770,000	\$ 3,885,000

APPENDIX 1, ASSUMPTIONS:

1. Project information is summarized as follows:

	<u># of Units</u>	<u># of Acres</u>	<u>Land Value/ Unit</u>	<u>Improvement Value/Unit</u>
Single Family	21	107.87	\$ 146,000	\$ 370,000

Source: Development acreage from Lyon County Assessor's Office. Number of units calculated based on the parcel's existing zoning of RR5. Land and improvement value information from actual values for similar land uses in Fernley from Lyon County Assessor's website.

2. Construction Materials Cost: **50%** of improvement value (construction cost) is assumed to be construction materials cost. Source: Discussions with contractors.

**APPENDIX 2
CITY OF FERNLEY
ESTIMATED NUMBER OF RESIDENTS**

<u>YEAR</u>	<u>USE TYPE</u>	<u># OF UNITS BUILT</u>	<u># OF OCCUPIED UNITS</u>	<u># OF RESIDENTS</u>	<u>CUMULATIVE # OF RESIDENTS</u>
Year 1	Single Family	21	-	-	-
Year 2	Single Family	-	21	59	59
TOTAL		21	21	59	59

APPENDIX 2, ASSUMPTIONS:

- Residents of the development are estimated using **2.87** persons per household.
Source: "B25124 Tenure by Household Size by Units in Structure." 2023 American Community Survey, 5-Year Estimates. Data for City of Fernley, NV, single family units.
- Residents are estimated based on occupied units, which includes the number of units built adjusted for the vacancy rate of **1.1%** Source: "B25024 Units in Structure" and "B25124 Tenure by Household Size by Units in Structure." 2018 American Community Survey 5-Year Estimates. Data for City of Fernley, NV. Units are assumed to be occupied in the year after construction.

**APPENDIX 3
CITY OF FERNLEY
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS**

		Estimated FY 2024-25	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	SUBTOTAL
GENERAL FUND													
<u>REVENUE</u>													
<u>Taxes</u>													
Ad Valorem ¹	Appendix 4	\$ 25,623	\$ 26,007	\$ 26,397	\$ 26,793	\$ 27,195	\$ 27,603	\$ 28,017	\$ 28,437	\$ 28,864	\$ 29,297	\$ 29,297	\$ 274,234
Residential Construction Tax ¹		77,700	-	-	-	-	-	-	-	-	-	-	77,700
Subtotal		\$ 103,323	\$ 26,007	\$ 26,397	\$ 26,793	\$ 27,195	\$ 27,603	\$ 28,017	\$ 28,437	\$ 28,864	\$ 29,297	\$ 29,297	\$ 351,934
<u>Licenses and Permits</u>													
Business License Fees ^{2,3}		\$ 887,076	\$ 1,093	\$ 1,114	\$ 1,137	\$ 1,159	\$ 1,183	\$ 1,206	\$ 1,230	\$ 1,255	\$ 1,280	\$ 1,306	\$ 11,963
Franchise Fees ^{2,3}		1,865,954	2,298	2,344	2,391	2,439	2,488	2,537	2,588	2,640	2,693	2,747	25,165
Liquor License Fees ²		44,125	109	111	113	115	118	120	122	125	127	130	1,190
Gaming License Fees ²		154,429	380	388	396	404	412	420	428	437	446	455	4,165
Animal Licenses ²		5,100	13	13	13	13	14	14	14	14	15	15	138
Passport Fees ²		29,345	72	74	75	77	78	80	81	83	85	86	792
Building and Civil Permit Fees ⁴	Appendix 6	75,511	-	-	-	-	-	-	-	-	-	-	75,511
Planning and Zoning Fees ⁵		344,504	-	-	-	-	-	-	-	-	-	-	-
Public Works/Civil Fees ⁵		166,493	-	-	-	-	-	-	-	-	-	-	-
Public Works/Civil Inspect. Fees ⁵		56,506	-	-	-	-	-	-	-	-	-	-	-
Other Fees ⁵		-	-	-	-	-	-	-	-	-	-	-	-
Subtotal		\$ 79,475	\$ 4,044	\$ 4,125	\$ 4,207	\$ 4,292	\$ 4,377	\$ 4,465	\$ 4,554	\$ 4,645	\$ 4,738	\$ 4,738	\$ 118,924
<u>Intergovernmental Revenue</u>													
C-Tax CCRT (Sales Tax @ 2.25%) ⁶	Appendix 5	\$ 797	\$ 311	\$ 317	\$ 324	\$ 330	\$ 337	\$ 343	\$ 350	\$ 357	\$ 364	\$ 364	\$ 3,831
Remainder C-Tax Sources ⁶		25,578	63	64	66	67	68	70	71	72	74	75	690
Motor Vehicle Fuel Tax ^{2,3}		390,638	481	491	501	511	521	531	542	553	564	575	5,268
RTC Shared Revenue ⁵		5,378,517	-	-	-	-	-	-	-	-	-	-	-
County Parks Agreement ⁵		60,000	-	-	-	-	-	-	-	-	-	-	-
County Roads Contribution ⁵		180,000	-	-	-	-	-	-	-	-	-	-	-
Other ⁵		27,178	-	-	-	-	-	-	-	-	-	-	-
Subtotal		\$ 1,341	\$ 866	\$ 883	\$ 901	\$ 919	\$ 937	\$ 956	\$ 975	\$ 995	\$ 1,015	\$ 1,015	\$ 9,789
<u>Fines and Forfeits</u>													
Municipal Court Revenue ^{2,3}		\$ 146,661	\$ 181	\$ 184	\$ 188	\$ 192	\$ 196	\$ 199	\$ 203	\$ 207	\$ 212	\$ 216	\$ 1,978
Miscellaneous Fees ⁵		77	-	-	-	-	-	-	-	-	-	-	-
Subtotal		181	184	188	192	196	199	203	207	212	216	216	1,978
<u>Miscellaneous</u>													
Interest Income ⁵		\$ 859,545	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cemetery Plot Fees ⁵		960	-	-	-	-	-	-	-	-	-	-	-
Facility Rental Fees ⁵		3,917	-	-	-	-	-	-	-	-	-	-	-
Donations ⁵		107,559	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous ⁵		831,022	-	-	-	-	-	-	-	-	-	-	-
Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUE TOTAL		\$ 184,320	\$ 31,101	\$ 31,593	\$ 32,093	\$ 32,601	\$ 33,117	\$ 33,642	\$ 34,174	\$ 34,716	\$ 35,266	\$ 35,266	\$ 482,624

**APPENDIX 3
CITY OF FERNLEY
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS**

	Estimated FY 2024-25	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	SUBTOTAL
<u>EXPENDITURES</u>												
General Government												
Mayor/Council ⁷	\$ 184,248	\$ 454	\$ 463	\$ 472	\$ 482	\$ 491	\$ 501	\$ 511	\$ 521	\$ 532	\$ 542	\$ 4,970
Office of City Manager ⁸	914,221	4,980	420	429	437	446	455	464	473	483	492	9,078
Office of City Attorney ⁸	670,470	3,653	308	314	321	327	333	340	347	354	361	6,658
Treasurer ⁸	322,232	1,755	148	151	154	157	160	163	167	170	173	3,200
City Clerk ⁷	386,986	953	972	992	1,012	1,032	1,052	1,074	1,095	1,117	1,139	10,438
Facilities ⁸	2,104,895	11,467	967	987	1,006	1,026	1,047	1,068	1,089	1,111	1,133	20,902
Human Resources ⁸	163,090	888	75	76	78	80	81	83	84	86	88	1,620
Information Technology ⁸	510,976	2,784	235	240	244	249	254	259	264	270	275	5,074
General Government Total	\$ 26,934	\$ 3,589	\$ 3,660	\$ 3,734	\$ 3,808	\$ 3,884	\$ 3,962	\$ 4,041	\$ 4,122	\$ 4,205	\$ 4,286	\$ 61,940
Judicial												
Municipal Court ⁷	\$ 598,983	\$ 738	\$ 753	\$ 768	\$ 783	\$ 799	\$ 815	\$ 831	\$ 847	\$ 864	\$ 882	\$ 8,078
Judicial Total	\$ 738	\$ 753	\$ 768	\$ 783	\$ 799	\$ 815	\$ 831	\$ 847	\$ 864	\$ 882	\$ 898	\$ 8,078
Public Works												
City Engineer ⁹	\$ 870,022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fleet ⁸	205,542	1,120	94	96	98	100	102	104	106	108	111	2,041
Streets and Stormdrains ¹⁰	7,250,004	-	-	-	-	-	-	-	-	-	-	-
Streets Total	\$ 1,120	\$ 94	\$ 96	\$ 98	\$ 100	\$ 102	\$ 104	\$ 106	\$ 108	\$ 111	\$ 113	\$ 2,041
Health												
Animal Control ⁷	\$ 210,167	\$ 518	\$ 528	\$ 539	\$ 549	\$ 560	\$ 572	\$ 583	\$ 595	\$ 607	\$ 619	\$ 5,669
Vector Control ⁷	136,568	336	343	350	357	364	371	379	386	394	402	3,684
Cemetery ⁷	43,946	108	110	113	115	117	120	122	124	127	129	1,185
Health Total	\$ 962	\$ 982	\$ 1,001	\$ 1,021	\$ 1,042	\$ 1,063	\$ 1,084	\$ 1,105	\$ 1,128	\$ 1,150	\$ 1,172	\$ 10,538
Culture and Recreation												
Parks ⁷	\$ 1,263,871	\$ 3,113	\$ 3,176	\$ 3,239	\$ 3,304	\$ 3,370	\$ 3,437	\$ 3,506	\$ 3,576	\$ 3,648	\$ 3,721	\$ 34,090
Culture & Rec Total	\$ 3,113	\$ 3,176	\$ 3,239	\$ 3,304	\$ 3,370	\$ 3,437	\$ 3,506	\$ 3,576	\$ 3,648	\$ 3,721	\$ 3,794	\$ 34,090
Community Development												
Building ¹¹	\$ 588,375	\$ 75,511	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,511
Code Enforcement ⁷	476,606	587	599	611	623	635	648	661	674	688	702	6,428
Planning ⁹	721,597	-	-	-	-	-	-	-	-	-	-	-
Community Dev. Total	\$ 76,098	\$ 599	\$ 611	\$ 623	\$ 635	\$ 648	\$ 661	\$ 674	\$ 688	\$ 702	\$ 714	\$ 81,938
EXPENDITURES SUBTOTAL	\$ 108,965	\$ 9,192	\$ 9,375	\$ 9,563	\$ 9,754	\$ 9,949	\$ 10,148	\$ 10,351	\$ 10,558	\$ 10,769	\$ 10,982	\$ 198,625
CONTINGENCY @ 3%	\$ 3,269	\$ 276	\$ 281	\$ 287	\$ 293	\$ 298	\$ 304	\$ 311	\$ 317	\$ 323	\$ 329	\$ 5,959
EXPENDITURES TOTAL	\$ 112,234	\$ 9,467	\$ 9,657	\$ 9,850	\$ 10,047	\$ 10,248	\$ 10,453	\$ 10,662	\$ 10,875	\$ 11,092	\$ 11,311	\$ 204,584
GENERAL FUND SURPLUS/DEFICIT	\$ 72,086	\$ 21,634	\$ 21,937	\$ 22,244	\$ 22,555	\$ 22,870	\$ 23,189	\$ 23,513	\$ 23,841	\$ 24,173	\$ 24,505	\$ 278,040

OTHER FUNDS¹²

**APPENDIX 3
CITY OF FERNLEY
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS**

	<u>Year 11</u>	<u>Year 12</u>	<u>Year 13</u>	<u>Year 14</u>	<u>Year 15</u>	<u>Year 16</u>	<u>Year 17</u>	<u>Year 18</u>	<u>Year 19</u>	<u>Year 20</u>	<u>SUBTOTAL</u>	<u>TOTAL</u>
GENERAL FUND												
<u>REVENUE</u>												
<u>Taxes</u>												
Ad Valorem ¹	\$ 29,736	\$ 30,182	\$ 30,635	\$ 31,095	\$ 31,561	\$ 32,034	\$ 32,515	\$ 33,003	\$ 33,498	\$ 34,000	\$ 318,259	\$ 592,493
Residential Construction Tax ¹	-	-	-	-	-	-	-	-	-	-	-	77,700
<u>Subtotal</u>	\$ 29,736	\$ 30,182	\$ 30,635	\$ 31,095	\$ 31,561	\$ 32,034	\$ 32,515	\$ 33,003	\$ 33,498	\$ 34,000	\$ 318,259	\$ 670,193
<u>Licenses and Permits</u>												
Business License Fees ^{2,3}	\$ 1,332	\$ 1,358	\$ 1,386	\$ 1,413	\$ 1,442	\$ 1,470	\$ 1,500	\$ 1,530	\$ 1,560	\$ 1,592	\$ 14,583	\$ 26,547
Franchise Fees ^{2,3}	2,802	2,858	2,915	2,973	3,032	3,093	3,155	3,218	3,282	3,348	30,676	55,841
Liquor License Fees ²	132	135	138	141	143	146	149	152	155	158	1,451	2,641
Gaming License Fees ²	464	473	482	492	502	512	522	533	543	554	5,078	9,243
Animal Licenses ²	15	16	16	16	17	17	17	18	18	18	168	305
Passport Fees ²	88	90	92	94	95	97	99	101	103	105	965	1,756
Building and Civil Permit Fees ⁴	-	-	-	-	-	-	-	-	-	-	-	75,511
Planning and Zoning Fees ⁵	-	-	-	-	-	-	-	-	-	-	-	-
Public Works/Civil Fees ⁵	-	-	-	-	-	-	-	-	-	-	-	-
Public Works/Civil Inspect. Fees ⁵	-	-	-	-	-	-	-	-	-	-	-	-
Other Fees ⁵	-	-	-	-	-	-	-	-	-	-	-	-
<u>Subtotal</u>	\$ 4,833	\$ 4,930	\$ 5,028	\$ 5,129	\$ 5,231	\$ 5,336	\$ 5,443	\$ 5,552	\$ 5,663	\$ 5,776	\$ 52,920	\$ 171,844
<u>Intergovernmental Revenue</u>												
C-Tax CCRT (Sales Tax @ 2.25%) ⁶	\$ 372	\$ 379	\$ 387	\$ 394	\$ 402	\$ 410	\$ 419	\$ 427	\$ 435	\$ 444	\$ 4,069	\$ 7,900
Remainder C-Tax Sources ⁶	77	78	80	82	83	85	86	88	90	92	841	1,531
Motor Vehicle Fuel Tax ^{2,3}	587	598	610	622	635	648	660	674	687	701	6,422	11,690
RTC Shared Revenue ⁵	-	-	-	-	-	-	-	-	-	-	-	-
County Parks Agreement ⁵	-	-	-	-	-	-	-	-	-	-	-	-
County Roads Contribution ⁵	-	-	-	-	-	-	-	-	-	-	-	-
Other ⁵	-	-	-	-	-	-	-	-	-	-	-	-
<u>Subtotal</u>	\$ 1,035	\$ 1,056	\$ 1,077	\$ 1,098	\$ 1,120	\$ 1,143	\$ 1,166	\$ 1,189	\$ 1,213	\$ 1,237	\$ 11,332	\$ 21,121
<u>Fines and Forfeits</u>												
Municipal Court Revenue ^{2,3}	\$ 220	\$ 225	\$ 229	\$ 234	\$ 238	\$ 243	\$ 248	\$ 253	\$ 258	\$ 263	\$ 2,411	\$ 4,389
Miscellaneous Fees ⁵	-	-	-	-	-	-	-	-	-	-	-	-
<u>Subtotal</u>	\$ 220	\$ 225	\$ 229	\$ 234	\$ 238	\$ 243	\$ 248	\$ 253	\$ 258	\$ 263	\$ 2,411	\$ 4,389
<u>Miscellaneous</u>												
Interest Income ⁵	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cemetery Plot Fees ⁵	-	-	-	-	-	-	-	-	-	-	-	-
Facility Rental Fees ⁵	-	-	-	-	-	-	-	-	-	-	-	-
Donations ⁵	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous ⁵	-	-	-	-	-	-	-	-	-	-	-	-
<u>Subtotal</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>REVENUE TOTAL</u>	\$ 35,825	\$ 36,392	\$ 36,969	\$ 37,555	\$ 38,151	\$ 38,756	\$ 39,371	\$ 39,996	\$ 40,631	\$ 41,276	\$ 384,924	\$ 867,548

**APPENDIX 3
CITY OF FERNLEY
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS**

	<u>Year 11</u>	<u>Year 12</u>	<u>Year 13</u>	<u>Year 14</u>	<u>Year 15</u>	<u>Year 16</u>	<u>Year 17</u>	<u>Year 18</u>	<u>Year 19</u>	<u>Year 20</u>	<u>SUBTOTAL</u>	<u>TOTAL</u>
<u>EXPENDITURES</u>												
General Government												
Mayor/Council ⁷	\$ 553	\$ 564	\$ 576	\$ 587	\$ 599	\$ 611	\$ 623	\$ 636	\$ 648	\$ 661	\$ 6,058	\$ 11,028
Office of City Manager ⁸	502	512	522	533	543	554	565	577	588	600	5,498	14,576
Office of City Attorney ⁸	368	376	383	391	399	407	415	423	431	440	4,032	10,690
Treasurer ⁸	177	181	184	188	192	195	199	203	207	211	1,938	5,138
City Clerk ⁷	1,162	1,185	1,209	1,233	1,258	1,283	1,309	1,335	1,362	1,389	12,724	23,162
Facilities ⁸	1,156	1,179	1,203	1,227	1,251	1,276	1,302	1,328	1,354	1,381	12,657	33,560
Human Resources ⁸	90	91	93	95	97	99	101	103	105	107	981	2,600
Information Technology ⁸	281	286	292	298	304	310	316	322	329	335	3,073	8,147
General Government Total	\$ 4,289	\$ 4,374	\$ 4,462	\$ 4,551	\$ 4,642	\$ 4,735	\$ 4,830	\$ 4,926	\$ 5,025	\$ 5,125	\$ 46,960	\$ 108,900
Judicial												
Municipal Court ⁷	\$ 899	\$ 917	\$ 936	\$ 954	\$ 973	\$ 993	\$ 1,013	\$ 1,033	\$ 1,054	\$ 1,075	\$ 9,847	\$ 17,925
Judicial Total	\$ 899	\$ 917	\$ 936	\$ 954	\$ 973	\$ 993	\$ 1,013	\$ 1,033	\$ 1,054	\$ 1,075	\$ 9,847	\$ 17,925
Public Works												
City Engineer ⁹	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fleet ⁸	113	115	117	120	122	125	127	130	132	135	1,236	3,277
Streets and Stormdrains ¹⁰	-	-	-	-	-	-	-	-	-	-	-	-
Streets Total	\$ 113	\$ 115	\$ 117	\$ 120	\$ 122	\$ 125	\$ 127	\$ 130	\$ 132	\$ 135	\$ 1,236	\$ 3,277
Health												
Animal Control ⁷	\$ 631	\$ 644	\$ 657	\$ 670	\$ 683	\$ 697	\$ 711	\$ 725	\$ 739	\$ 754	\$ 6,910	\$ 12,579
Vector Control ⁷	410	418	427	435	444	453	462	471	480	490	4,490	8,174
Cemetery ⁷	132	135	137	140	143	146	149	152	155	158	1,445	2,630
Health Total	\$ 1,173	\$ 1,197	\$ 1,221	\$ 1,245	\$ 1,270	\$ 1,295	\$ 1,321	\$ 1,348	\$ 1,375	\$ 1,402	\$ 12,846	\$ 23,383
Culture and Recreation												
Parks ⁷	\$ 3,795	\$ 3,871	\$ 3,948	\$ 4,027	\$ 4,108	\$ 4,190	\$ 4,274	\$ 4,359	\$ 4,447	\$ 4,536	\$ 41,556	\$ 75,646
Culture & Rec Total	\$ 3,795	\$ 3,871	\$ 3,948	\$ 4,027	\$ 4,108	\$ 4,190	\$ 4,274	\$ 4,359	\$ 4,447	\$ 4,536	\$ 41,556	\$ 75,646
Community Development												
Building ¹¹	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,511
Code Enforcement ⁷	716	730	744	759	775	790	806	822	838	855	7,835	14,263
Planning ⁹	-	-	-	-	-	-	-	-	-	-	-	-
Community Dev. Total	\$ 716	\$ 730	\$ 744	\$ 759	\$ 775	\$ 790	\$ 806	\$ 822	\$ 838	\$ 855	\$ 7,835	\$ 89,774
EXPENDITURES SUBTOTAL	\$ 10,985	\$ 11,204	\$ 11,429	\$ 11,657	\$ 11,890	\$ 12,128	\$ 12,371	\$ 12,618	\$ 12,870	\$ 13,128	\$ 120,280	\$ 318,905
CONTINGENCY @	\$ 330	\$ 336	\$ 343	\$ 350	\$ 357	\$ 364	\$ 371	\$ 379	\$ 386	\$ 394	\$ 3,608	\$ 9,567
EXPENDITURES TOTAL	\$ 11,314	\$ 11,541	\$ 11,771	\$ 12,007	\$ 12,247	\$ 12,492	\$ 12,742	\$ 12,997	\$ 13,256	\$ 13,522	\$ 123,888	\$ 328,472
GF SURPLUS/DEFICIT	\$ 24,510	\$ 24,852	\$ 25,198	\$ 25,549	\$ 25,904	\$ 26,264	\$ 26,630	\$ 27,000	\$ 27,375	\$ 27,755	\$ 261,035	\$ 539,076

OTHER FUNDS¹²

APPENDIX 3
CITY OF FERNLEY
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS

APPENDIX 3, ASSUMPTIONS:**REVENUES**

- 1 See Appendix 4 for real property tax revenue estimates.
 Residential construction tax revenue is estimated at **1%** of the building permit valuation calculated in Appendix 6.
- 2 Average Cost Method (ACM): Revenues are calculated based on estimated FY 2024-25 City of Fernley per capita revenue, inflated **2%** annually and applied to estimated annual residential population generated by the development (Appendix 2). Per capita revenue is calculated by dividing estimated FY 2024-25 revenues for each source by City of Fernley FY 2024-25 population of **24,394**.
 Source: City of Fernley Budget FY 2025-26.
- 3 Analysis assumes 50% of this revenue is generated by City residents and will be impacted by the project.
- 4 See Appendix 6 for building permit and plan review fee revenue calculations and assumptions.
- 5 The project may have an impact on this revenue source, but the impact is difficult to estimate or is expected to be minimal.
- 6 See Appendix 5 for sales tax revenue calculations and assumptions.
 In addition to sales tax revenue, Consolidated tax for Lyon County jurisdictions includes revenue from Real Property Transfer Tax, GST (MVPT), Cigarette and Liquor taxes. A per capita methodology as explained in footnote 2 is used to estimate this revenue. Total Lyon County revenues from liquor, cigarette and GST sources totaled **\$ 2,663,118** in FY 2024-2025 (excluding data for June). Analysis includes 50% of RPTT and GST revenue to account for residential impacts only. City of Fernley is estimated to receive **0.93%** of all County CTax revenue. As a result, the City's portion of Remaining CTax revenue is estimated at **\$ 25,578** and the ACM is applied to this amount. Source: Nevada Department of Taxation. "Consolidated Tax Distribution."

EXPENDITURES

- 7 Average Cost Method (ACM): Some direct costs are calculated based on estimated FY 2024-25 City of Fernley per capita costs, inflated **2.0%** annually and applied to estimated annual residential population generated by the development. Per capita costs are calculated by dividing estimated FY 2024-25 costs for each source by City of Fernley FY 2024-25 population of **24,394**. Source: City of Fernley Budget FY 2025-26.
 Costs for Municipal Court and Code Enforcement are estimated at 50% of total, assuming a portion of these costs is impacted by non-residential uses.
- 8 Administration/overhead (indirect) costs assumed to be impacted by the development are calculated at **32.4%** of all estimated direct service costs. This is estimated as the percent indirect costs of direct costs for FY 2023-24 through FY 2025-26. Source: City of Fernley Budget, FY 2025-26.
 Given cost fluctuations for Facilities and Information Technology, the analysis uses a three-year average of costs (FY 2023-24 to FY 2025-26). The analysis uses FY 2025-26 costs for Human Resources, as no costs are shown for previous years.
- 9 The project may have an impact on this expenditure source, but the impact is difficult to estimate or is expected to be minimal.
- 10 Due to the early stage of the planning process, street information for the project is unknown.
- 11 The impact of the project on the Building Department is difficult to estimate. The analysis assumes revenue generated through building permit fees will be used to cover any additional costs, if any, created by the project.
- 12 Other Funds: Only funds assumed to be funded by property tax revenue and/or directly impacted by the development are included.

APPENDIX 4
ESTIMATED PROPERTY TAX REVENUE

<u>YEAR</u>	<u>LAND USE</u>	<u>ANNUAL INCREMENTAL TAXABLE VALUE OF</u>		<u>CUMULATIVE TAXABLE VALUE</u>	<u>CITY OF FERNLEY</u>	<u>NORTH LYON CO. FIRE PROTECTION</u>
		<u>LAND</u>	<u>IMPROVS.</u>			
Year 1	Single Family	\$ 3,066,000	\$ 7,770,000	\$ 10,836,000	\$ 25,623	\$ 13,107
Year 2	Single Family	-	-	10,998,540	26,007	13,304
Year 3	Single Family	-	-	11,163,518	26,397	13,503
Year 4	Single Family	-	-	11,330,971	26,793	13,706
Year 5	Single Family	-	-	11,500,935	27,195	13,912
Year 6	Single Family	-	-	11,673,449	27,603	14,120
Year 7	Single Family	-	-	11,848,551	28,017	14,332
Year 8	Single Family	-	-	12,026,279	28,437	14,547
Year 9	Single Family	-	-	12,206,674	28,864	14,765
Year 10	Single Family	-	-	12,389,774	29,297	14,987
Year 11	Single Family	-	-	12,575,620	29,736	15,211
Year 12	Single Family	-	-	12,764,255	30,182	15,440
Year 13	Single Family	-	-	12,955,719	30,635	15,671
Year 14	Single Family	-	-	13,150,054	31,095	15,906
Year 15	Single Family	-	-	13,347,305	31,561	16,145
Year 16	Single Family	-	-	13,547,515	32,034	16,387
Year 17	Single Family	-	-	13,750,727	32,515	16,633
Year 18	Single Family	-	-	13,956,988	33,003	16,882
Year 19	Single Family	-	-	14,166,343	33,498	17,136
Year 20	Single Family	-	-	14,378,838	34,000	17,393
TOTAL		\$ 3,066,000	\$ 7,770,000		\$ 592,493	\$ 303,087

APPENDIX 4, ASSUMPTIONS:

1. FY 2024-25 property tax rates are assumed to remain unchanged over the analysis period:

City of Fernley General Fund	\$ 0.6756
North Lyon Co. Fire District	\$ 0.3456

2. Project parcel is currently valued at \$ 657,834 according to the Lyon County Assessor's Office. However, as the parcel is located outside of the City of Fernley, all revenue generated by the parcel will be new to the City.

3. Property tax calculation: Taxable X 35% = Assessed Value; Assessed Value/100 X Tax Rate = Property Tax Revenue.

4. Residential land and improvement values conservatively increased by 1.50% per year to account for depreciation.

APPENDIX 5
ESTIMATED SALES TAX REVENUE

<u>YEAR</u>	<u>LAND USE</u>	<u>CUMUL. # OF OCCUP. UNITS</u>	<u>CONSTR. MATERIALS COST</u>	<u>HOUSEHOLD TAXABLE SALES</u>	<u>TOTAL TAXABLE SALES</u>	<u>CITY OF FERNLEY REVENUE</u>	<u>NORTH LYON CO. FIRE REVENUE</u>
Year 1	Single Family	-	\$ 3,885,000	\$ -	\$ 3,885,000	\$ 797	\$ 823
Year 2	Single Family	59	-	1,515,531	1,515,531	311	321
Year 3	Single Family	59	-	1,545,841	1,545,841	317	327
Year 4	Single Family	59	-	1,576,758	1,576,758	324	334
Year 5	Single Family	59	-	1,608,293	1,608,293	330	341
Year 6	Single Family	59	-	1,640,459	1,640,459	337	347
Year 7	Single Family	59	-	1,673,269	1,673,269	343	354
Year 8	Single Family	59	-	1,706,734	1,706,734	350	361
Year 9	Single Family	59	-	1,740,869	1,740,869	357	369
Year 10	Single Family	59	-	1,775,686	1,775,686	364	376
Year 11	Single Family	59	-	1,811,200	1,811,200	372	384
Year 12	Single Family	59	-	1,847,424	1,847,424	379	391
Year 13	Single Family	59	-	1,884,372	1,884,372	387	399
Year 14	Single Family	59	-	1,922,060	1,922,060	394	407
Year 15	Single Family	59	-	1,960,501	1,960,501	402	415
Year 16	Single Family	59	-	1,999,711	1,999,711	410	423
Year 17	Single Family	59	-	2,039,705	2,039,705	419	432
Year 18	Single Family	59	-	2,080,499	2,080,499	427	441
Year 19	Single Family	59	-	2,122,109	2,122,109	435	449
Year 20	Single Family	59	-	2,164,551	2,164,551	444	458
TOTAL			\$ 3,885,000	\$ 34,615,571	\$ 38,500,571	\$ 7,900	\$ 8,152

APPENDIX 5, ASSUMPTIONS:

1. Sales tax rates are assumed to remain at FY 2024-25 amounts:

0.50%	<u>Designation</u>
1.75%	Basic City County Relief Tax (BCCRT)
	Supplemental City County Relief Tax (SCCRT)

Distribution of BCCRT AND SCCRT sales tax revenue to City of Fernley and North Lyon County Fire Protection District is calculated at

City of Fernley	0.93%
North Lyon Co. Fire District	0.96%

Source: State of Nevada Department of Taxation. "Consolidated Tax Distribution," FY 2024-25 through May 2025.

State of Nevada administrative fee of **1.75%** is subtracted from estimated sales tax revenue each year for State uses.

2. Construction materials cost estimated in Appendix 1.

3. Number of Occupied Households-See Appendix 2. By definition, each occupied residential unit represents a household.

4. Household Taxable Sales-estimated based on number of occupied households, household income, and taxable expenditure data.

Household incomes and percent of income spent on taxable items are estimated as follows, inflated 2% per year.

	Household Income	% Spent on Taxable Items	
Single Family	\$ 117,000	21.1%	Average sales price of \$425,000 for new homes sold in Fernley in 2Q 2025.

Source: Household income from the affordability calculator created by EEC and Center for Regional Studies, UNR. Home prices from Center for Regional Studies, UNR. % Spent on Taxable Items from Consumer Expenditure Survey, 2023, Bureau of Labor Statistics.

**APPENDIX 6
CITY OF FERNLEY
ESTIMATED BUILDING PERMIT REVENUE**

<u>YEAR</u>	<u>LAND USE</u>	<u># OF UNITS BUILT</u>	<u>CONSTR. VALUATION</u>	<u>BUILDING PERMIT FEE</u>	<u>PLAN CHECK FEE</u>
Year 1	Single Family	21	\$ 7,770,000	\$ 53,936	\$ 21,574

APPENDIX 6, ASSUMPTIONS:

1. Construction Valuation is calculated in Appendix 1 as Improvement Value.

2. Building permit fee calculation:

\$ **1,018.59** per first \$ **100,000** plus \$ **5.74**
for each additional \$**1,000** up to \$500,000.

Source: Building Permit Fee Schedule (BPFS), City of Fernley, June 2020.

Analysis assumes each duplex unit requires a separate permit and apartment units require a single permit.

3. Plan Check fee revenue calculated at **40.0%** of building permit revenue.

Source: Building Permit Fee Schedule (BPFS), City of Fernley, June 2020.

APPENDIX 7
NORTH LYON COUNTY FIRE PROTECTION DISTRICT
ESTIMATED REVENUE AND COSTS

<u>YEAR</u>	<u>LAND USE</u>	<u>REVENUE</u>				<u>FIRE/ AMBULANCE COSTS</u>	<u>NET SURPLUS</u>
		<u>PROPERTY TAX</u>	<u>SALES TAX</u>	<u>AMBULANCE FEES</u>	<u>TOTAL</u>		
Year 1	Single Family	\$ 13,107	\$ 823	\$ 2,643	\$ 16,573	\$ 11,273	\$ 5,301
Year 2	Single Family	13,304	321	2,696	16,321	11,498	4,823
Year 3	Single Family	13,503	327	2,750	16,581	11,728	4,853
Year 4	Single Family	13,706	334	2,805	16,845	11,963	4,882
Year 5	Single Family	13,912	341	2,861	17,113	12,202	4,912
Year 6	Single Family	14,120	347	2,919	17,386	12,446	4,940
Year 7	Single Family	14,332	354	2,977	17,663	12,695	4,968
Year 8	Single Family	14,547	361	3,036	17,945	12,949	4,996
Year 9	Single Family	14,765	369	3,097	18,231	13,208	5,023
Year 10	Single Family	14,987	376	3,159	18,522	13,472	5,050
Year 11	Single Family	15,211	384	3,222	18,817	13,741	5,076
Year 12	Single Family	15,440	391	3,287	19,118	14,016	5,102
Year 13	Single Family	15,671	399	3,353	19,423	14,296	5,126
Year 14	Single Family	15,906	407	3,420	19,733	14,582	5,151
Year 15	Single Family	16,145	415	3,488	20,048	14,874	5,174
Year 16	Single Family	16,387	423	3,558	20,368	15,171	5,197
Year 17	Single Family	16,633	432	3,629	20,694	15,475	5,219
Year 18	Single Family	16,882	441	3,701	21,024	15,784	5,240
Year 19	Single Family	17,136	449	3,775	21,360	16,100	5,260
Year 20	Single Family	17,393	458	3,851	21,702	16,422	5,280
TOTAL		\$ 303,087	\$ 8,152	\$ 64,229	\$ 375,468	\$ 273,895	\$ 101,574

APPENDIX 7, ASSUMPTIONS:

- See Appendices 4 and 5 for property and sales tax revenue calculations
- Ambulance fees are estimated based on actual FY 2024-25 revenue divided by service population of \$ **44.87** per person and applied to the residents of the project, inflated by 2% per year. Source: Statement of Revenues and Expenditures-Fire/Ambulance 2025.
- Fire/Ambulance costs are estimated as follows:

<u>Source</u>	<u>Fire</u>	<u>Ambulance</u>
Personnel	2,639,142	1,489,400
Office Operating	178,562	62,640
Personnel Operating	8,931	6,000
Vehicle Operating	96,865	21,543
Equipment Supplies	61,209	42,901
Station Operating	38,959	21,519
Total Fire	\$ 3,023,668	\$ 1,644,003

The resulting per capita cost of \$ **191.3** is applied to the project's residents and inflated 2% annually.