



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, December 17, 2025 • 5:00 PM

Mayor

Neal E. McIntyre

City Council

Ward 1 - Ryan Hanan

Ward 2 - Felicity Zoberski

Ward 3 - Stan Lau

Ward 4 - Albert Torres

Ward 5 - Joe Mendoza

City Manager

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

Zoom information:

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

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

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

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

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

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

1. INTRODUCTORY ITEMS

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

2. CONSENT AGENDA

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

- 2.1. (Possible Action) Approval of Voucher Report**
- 2.2. (Possible Action) Approval of Minutes**
- 2.3. (Possible Approval) Approval of Business Licenses**
- 2.4. Consideration and possible action to approve a Professional Services Agreement with Shaw Engineering for design, bid-phase, and construction management services for the Water Treatment Plant Compressed Air System Upgrade Project for \$74,250.**
- 2.5. Consideration for possible approval of a Professional Services Agreement with Shaw Engineering for the Water Treatment Plant Chemical System Improvements Project for the amount of \$115,300.**
- 2.6. Consideration and possible action to approve a Professional Services Contract with Shaw Engineering to develop a Request for Proposal (RFP) for the East Wastewater Treatment Plant (EWWTP) Upgrades, based on the recommendations outlined in the Professional Engineering Report presented to Council on August 6, 2025. The proposed contract amount is \$33,750.**
- 2.7. (For Possible Action) Possible action to approve a contract with Matrix Design Group for the City of Fernley Comprehensive Master Plan Update in an amount not to exceed \$300,000.**
- 2.8. Discussion and possible action to approve a contract with Design Workshop, Inc. for design services and preparation of construction documents for the US 95A/US 50A Roundabout Intersection for an amount not to exceed \$30,400.**
- 2.9. Discussion and Possible action to approve the second amendment to the joint funding agreement between the City of Fernley and the State of Nevada for administration of the Truckee River Operating Agreement.**
- 2.10. Possible action to approve the 2025 Emergency Operations Plans for the City of Fernley.**

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. PRESENTATIONS

- 4.1. Presentation, discussion and possible action to accept the Annual Comprehensive Financial Report for the year ended June 30, 2025. Presentation by Hinton Burdick, CPAs and Advisors.**

5. PUBLIC HEARINGS

- 5.1. (For Possible Action) Discussion and possible action regarding 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: January 7th @ 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
ANIMAL CARE CENTER								
245	ANIMAL CARE CENTER	4953	C0930963 AC Lucy Martinez	11/21/2025	72.00	12/05/2025	100-525-322 Prof Serv-Other	1125
Total 245:					72.00			
AQUA BACKFLOW, INC								
8934	AQUA BACKFLOW, INC	2025-0366	BACKFLOW PROGRAM SERVICES	12/01/2025	190.00	12/05/2025	510-810-320 Prof Serv-Engineering	1225
Total 8934:					190.00			
ARAMARK (VESTIS)								
1895	ARAMARK (VESTIS)	5980338657	PS janitorial supplies	11/25/2025	154.11	12/05/2025	510-840-420 Outside Services	1125
1895	ARAMARK (VESTIS)	5980338665	uniforms	11/25/2025	87.83	12/05/2025	100-480-420 Outside Services	1125
1895	ARAMARK (VESTIS)	5980338666	mats for shop	11/25/2025	101.30	12/05/2025	100-480-420 Outside Services	1125
1895	ARAMARK (VESTIS)	5980338667	clothing/floor mats	11/25/2025	130.96	12/05/2025	100-475-420 Outside Services	1125
1895	ARAMARK (VESTIS)	5980338668	Floor mat service	11/25/2025	32.85	12/05/2025	510-810-420 Outside Services	1125
1895	ARAMARK (VESTIS)	5980338670	Floor mats	11/25/2025	214.25	12/05/2025	100-417-420 Outside Services	1125
1895	ARAMARK (VESTIS)	5980340246	SHIRT CONTRACT	12/02/2025	87.83		100-480-420 Outside Services	1225
1895	ARAMARK (VESTIS)	5980340247	Clothing/Mats	12/02/2025	68.51		100-475-420 Outside Services	1225
1895	ARAMARK (VESTIS)	5980340248	floor mat service	12/02/2025	32.85		510-810-420 Outside Services	1225
Total 1895:					910.49			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	23244/5	Cat Food/Liter	11/19/2025	54.85	12/05/2025	100-525-600 General Supplies	1125
20	BIG R OF FERNLEY	23276/5	Tie Wire/Tape	11/25/2025	26.94	12/05/2025	100-575-600 General Supplies	1125
20	BIG R OF FERNLEY	23283/5	Fuse/Tape	11/26/2025	34.77	12/05/2025	100-575-600 General Supplies	1125
20	BIG R OF FERNLEY	23306/5	Zip Ties	12/01/2025	17.98	12/05/2025	100-575-600 General Supplies	1225
20	BIG R OF FERNLEY	23309/5	Hardware	12/01/2025	24.72	12/05/2025	100-575-600 General Supplies	1225
20	BIG R OF FERNLEY	23319/5	Zip Ties, Clips	12/02/2025	90.54	12/05/2025	100-417-600 General Supplies	1225
20	BIG R OF FERNLEY	23320/5	Batteries For Barricade Lights	12/02/2025	127.95	12/05/2025	100-475-614 Shop Supplies	1225
20	BIG R OF FERNLEY	23322/5	Saw Blades	12/02/2025	22.99	12/05/2025	100-575-600 General Supplies	1225
20	BIG R OF FERNLEY	23327/5	East Lift pipe fittings	12/03/2025	56.88	12/05/2025	520-810-614 Shop Supplies	1225
20	BIG R OF FERNLEY	23332/5	Tape, Glue, Picture Hangers	12/03/2025	43.22	12/05/2025	100-417-600 General Supplies	1225
20	BIG R OF FERNLEY	23335/5	Aluminum Flat bar	12/04/2025	16.49		100-475-600 General Supplies	1225
20	BIG R OF FERNLEY	23349/5	Rope	12/05/2025	37.98		100-575-600 General Supplies	1225
20	BIG R OF FERNLEY	23358/5	Hooks	12/08/2025	19.56		100-417-600 General Supplies	1225

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 20:					574.87			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	111325-1	Shirt Order for the Utilities Dept.	12/09/2025	905.68		510-840-600 General Supplies	1225
6970	BOB'S PRINTING AND SIGNAGE	111325-1	Shirt Order for the Utilities Dept.	12/09/2025	1,473.00		510-810-600 General Supplies	1225
6970	BOB'S PRINTING AND SIGNAGE	111325-1	Shirt Order for the Utilities Dept.	12/09/2025	1,068.98		520-810-600 General Supplies	1225
6970	BOB'S PRINTING AND SIGNAGE	111825-1	Business cards for Tammy Richardson and Beth Engbrecht, N	12/09/2025	164.80		100-615-550 Printing and Postage	1225
Total 6970:					3,612.46			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	10921352	Vacuum Bags, Trash Bags, Cups	11/21/2025	339.10	12/05/2025	100-417-612 Building Maint Supplies	1125
Total 8837:					339.10			
BULBMAN - RENO								
5513	BULBMAN - RENO	383763	Light Bulbs	10/03/2025	245.64	12/05/2025	100-417-612 Building Maint Supplies	1025
Total 5513:					245.64			
CERRIS SYSTEMS RENO, INC.								
9033	CERRIS SYSTEMS RENO, INC.	7574	PS boiler troubleshooting	11/24/2025	635.00	12/05/2025	510-840-424 Outside Serv-HVAC	1125
Total 9033:					635.00			
CFA, A BOWMAN COMPANY								
499	CFA, A BOWMAN COMPANY	495707	In Town Park Phase 2 - Design BOWMAN	07/01/2025	1,619.50		230-575-730 Improve Other than Buildings	725
499	CFA, A BOWMAN COMPANY	507128	In Town Park Phase 2 - Design BOWMAN	07/31/2025	709.50		230-575-730 Improve Other than Buildings	725
499	CFA, A BOWMAN COMPANY	527714	In Town Park Phase 2 - Design BOWMAN	10/31/2025	2,415.50		230-575-730 Improve Other than Buildings	1025
Total 499:					4,744.50			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	11/2025	FINANCE-CREDIT CARD PROCESSING FEES 6291057	11/30/2025	821.01	11/30/2025	100-415-609 Credit Card Fees	1125
8637	CHASE PAYMENTECH MERCHANT SERVICES	11/2025	WATER-CREDIT CARD PROCESSING FEES 6181757	11/30/2025	3,323.09	11/30/2025	510-810-609 Credit Card Fees	1125
8637	CHASE PAYMENTECH MERCHANT SERVICES	11/2025	SEWER-CREDIT CARD PROCESSING FEES 6181757	11/30/2025	3,323.09	11/30/2025	520-810-609 Credit Card Fees	1125
8637	CHASE PAYMENTECH MERCHANT SERVICES	11/2025	FINANCE-CREDIT CARD PROCESSING FEES 6291058	11/30/2025	65.79	11/30/2025	100-415-609 Credit Card Fees	1125
Total 8637:					7,532.98			
CPS HR CONSULTING								
9097	CPS HR CONSULTING	18554	CM Recruitment Contract Services 9/28-11/1/25	11/25/2025	10,000.00	12/05/2025	100-413-322 Prof Serv-Other	1125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9097:					10,000.00			
DOWL, LLC								
8931	DOWL, LLC	4 - REVISED	Surveyor review - T1V25001	12/08/2025	1,550.00		100-610-320 Prof Serv-Engineering	1225
8931	DOWL, LLC	7363.30583.01-11	Engineering support for pre-application and development tea	12/05/2025	1,709.50		100-610-320 Prof Serv-Engineering	1225
8931	DOWL, LLC	7363.30583.01-12	NPP Review 30/60% - DOWL	12/05/2025	7,417.75		100-529-320 Prof Serv-Engineering	1225
Total 8931:					10,677.25			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	111425	REIMB FOR OFFICE SUPPLIES- LEGAL PADS, CALENDAR	11/14/2025	103.11	12/05/2025	100-414-600 General Supplies	1125
8639	EMPLOYEES, CITY OF FERNLEY	112025	REIMB FOR T3 RENEWAL FEE	11/20/2025	50.00	12/05/2025	510-840-642 Licenses and Permits	1125
8639	EMPLOYEES, CITY OF FERNLEY	112525	REIMB FOR CLE- REQUIRED SUBSTANCE ABUSE TRAINI	11/25/2025	45.00	12/05/2025	100-414-580 Training	1125
8639	EMPLOYEES, CITY OF FERNLEY	120525	REIMB FOR NOTORY APPLICATION FEE	12/05/2025	35.00	12/05/2025	100-610-581 Dues and Memberships	1225
Total 8639:					233.11			
FLORES, ROBERT C.								
9012	FLORES, ROBERT C.	111225	PLANNING COMMISSION STIPEND	11/12/2025	80.00	12/05/2025	100-610-322 Prof Serv-Other	1125
Total 9012:					80.00			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-4439101	GASOLINE-PARKS	11/15/2025	420.87	12/05/2025	100-575-626 Gasoline	1125
18	FLYERS ENERGY, LLC	CFS-4439101	GASOLINE-WW	11/15/2025	887.25	12/05/2025	520-810-626 Gasoline	1125
18	FLYERS ENERGY, LLC	CFS-4439101	GASOLINE-BUILDING	11/15/2025	170.27	12/05/2025	100-605-626 Gasoline	1125
18	FLYERS ENERGY, LLC	CFS-4439101	GASOLINE-VECTOR	11/15/2025	73.18	12/05/2025	100-528-626 Gasoline	1125
18	FLYERS ENERGY, LLC	CFS-4439101	GASOLINE-STREETS	11/15/2025	583.42	12/05/2025	100-475-626 Gasoline	1125
18	FLYERS ENERGY, LLC	CFS-4439101	GASOLINE-FACILITIES	11/15/2025	429.63	12/05/2025	100-417-626 Gasoline	1125
18	FLYERS ENERGY, LLC	CFS-4439101	GASOLINE-WD	11/15/2025	702.14	12/05/2025	510-810-626 Gasoline	1125
18	FLYERS ENERGY, LLC	CFS-4439101	GASOLINE-COURT	11/15/2025	46.19	12/05/2025	100-425-626 Gasoline	1125
18	FLYERS ENERGY, LLC	CFS-4439101	GASOLINE-CITY MGR OFFICE	11/15/2025	73.61	12/05/2025	100-413-626 Gasoline	1125
18	FLYERS ENERGY, LLC	CFS-4439101	GASOLINE-WTP	11/15/2025	86.07	12/05/2025	510-840-626 Gasoline	1125
18	FLYERS ENERGY, LLC	CFS-4439101	GASOLINE-ANIMAL CONTROL	11/15/2025	237.13	12/05/2025	100-525-626 Gasoline	1125
Total 18:					3,709.76			
GRAINGER								
252	GRAINGER	9722607984	safety glasses, ear plug	11/24/2025	228.78	12/05/2025	100-575-616 Safety Supplies	1125
252	GRAINGER	9722607984	Hand Winch	11/24/2025	305.92	12/05/2025	100-575-600 General Supplies	1125
252	GRAINGER	9722607984	Fountain Filters	11/24/2025	181.68	12/05/2025	100-417-612 Building Maint Supplies	1125
252	GRAINGER	9730191526	PS ear plugs	12/03/2025	1,167.15		510-840-616 Safety Supplies	1225
252	GRAINGER	9730713519	PS janitorial supplies	12/03/2025	134.80		510-840-614 Shop Supplies	1225

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
252	GRAINGER	9732259057	PS PPE for employees	12/04/2025	919.73		510-840-616 Safety Supplies	1225
252	GRAINGER	9732496253	PS ear plug dispenser for admin and SWPS	12/04/2025	638.24		510-840-616 Safety Supplies	1225
Total 252:					3,576.30			
HACH COMPANY								
406	HACH COMPANY	14780591	PS water quality instrumentation	12/04/2025	897.20		510-840-614 Shop Supplies	1225
406	HACH COMPANY	14780593	PS lab supplies	12/04/2025	148.28		510-840-614 Shop Supplies	1225
Total 406:					1,045.48			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111961	Misc Service Labor	11/12/2025	145.00	12/05/2025	100-615-420 Outside Services	1125
70	HANNEMAN SERVICE	111962	Misc. Service Labor	11/12/2025	145.00	12/05/2025	100-615-420 Outside Services	1125
70	HANNEMAN SERVICE	111964	Misc. Service Labor	11/18/2025	145.00		100-615-420 Outside Services	1125
70	HANNEMAN SERVICE	111965	Misc. Service Labor	11/18/2025	145.00		100-615-420 Outside Services	1125
70	HANNEMAN SERVICE	14576	2017 Toyota Highlander 166F45 Big Oaks Dr.	11/12/2025	55.00	12/05/2025	100-615-420 Outside Services	1125
70	HANNEMAN SERVICE	14577	2006 Hyundai Tiburon White End of Chisholm Trail No Plates	11/12/2025	55.00	12/05/2025	100-615-420 Outside Services	1125
70	HANNEMAN SERVICE	14591	2017 Hyundai Elantra White DD36R12 680 Concord Circle	11/18/2025	55.00		100-615-420 Outside Services	1125
70	HANNEMAN SERVICE	14592	2002 Infinity QX4 White 44F908 End of Chisholm Trail	11/18/2025	55.00		100-615-420 Outside Services	1125
Total 70:					800.00			
HAT LTD PARTNERSHIP								
110	HAT LTD PARTNERSHIP	17271534	Temp Manpower S Hedrick W/End 11/23/25	11/25/2025	693.95	12/05/2025	100-416-420 Outside Services	1125
110	HAT LTD PARTNERSHIP	17271534	Temp Manpower D Gonzalez W/End 11/23/25	11/25/2025	131.45	12/05/2025	510-810-420 Outside Services	1125
110	HAT LTD PARTNERSHIP	17271534	Temp Manpower S Hedrick W/End 11/23/25	11/25/2025	131.46	12/05/2025	510-810-420 Outside Services	1125
110	HAT LTD PARTNERSHIP	17271534	Temp Manpower D Gonzalez W/End 11/23/25	11/25/2025	68.86	12/05/2025	520-810-420 Outside Services	1125
110	HAT LTD PARTNERSHIP	17271534	Temp Manpower S Hedrick W/End 11/23/25	11/25/2025	68.86	12/05/2025	520-810-420 Outside Services	1125
110	HAT LTD PARTNERSHIP	17271534	Temp Manpower D Gonzalez W/End 11/23/25	11/25/2025	693.95	12/05/2025	100-416-420 Outside Services	1125
110	HAT LTD PARTNERSHIP	17271767	D Gonzalez W/End 11/30/25	12/03/2025	64.65	12/05/2025	510-810-420 Outside Services	1225
110	HAT LTD PARTNERSHIP	17271767	Temp Manpower S Hedrick W/End 11/30/2025	12/03/2025	33.86	12/05/2025	520-810-420 Outside Services	1225
110	HAT LTD PARTNERSHIP	17271767	Temp Manpower S Hedrick W/End 11/30/2025	12/03/2025	341.27	12/05/2025	100-416-420 Outside Services	1225
110	HAT LTD PARTNERSHIP	17271767	Temp Manpower D Gonzalez W/End 11/30/25	12/03/2025	341.27	12/05/2025	100-416-420 Outside Services	1225
110	HAT LTD PARTNERSHIP	17271767	Temp Manpower S Hedrick W/End 11/30/2025	12/03/2025	64.65	12/05/2025	510-810-420 Outside Services	1225
110	HAT LTD PARTNERSHIP	17271767	D Gonzalez W/End 11/30/25	12/03/2025	33.86	12/05/2025	520-810-420 Outside Services	1225
Total 110:					2,668.09			
HIGH SIERRA ELEVATOR INSPECTIONS								
8826	HIGH SIERRA ELEVATOR INSPECTIONS	347033	Elevator Inspections	11/10/2025	447.00	12/05/2025	100-417-420 Outside Services	1125
Total 8826:					447.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
HOLT, JULIANNE								
9026	HOLT, JULIANNE	111225	PLANNING COMMISSION STIPEND	11/12/2025	80.00	12/05/2025	100-610-322 Prof Serv-Other	1125
Total 9026:					80.00			
IBEW Local 1245								
83	IBEW Local 1245	NOV 2025-2	UNION DUES, ONE HALF OF MONTH	11/26/2025	1,506.47	11/26/2025	100-219900 OTHER PAYROLL PAYABLES	1125
Total 83:					1,506.47			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	NOV 2025-2	FICA TAX PAYABLE, PAYROLL	11/26/2025	145.04	11/26/2025	100-211000 FICA PAYABLE	1125
7879	INTERNAL REVENUE SERVICE	NOV 2025-2	MED TAX PAYABLE, PAYROLL	11/26/2025	8,112.60	11/26/2025	100-211000 FICA PAYABLE	1125
7879	INTERNAL REVENUE SERVICE	NOV 2025-2	W/HOLD TAX PAYABLE, PAYROLL	11/26/2025	30,920.01	11/26/2025	100-212000 FEDERAL WITHHOLDING PAYAB	1125
Total 7879:					39,177.65			
INTERNATIONAL CODE COUNCIL								
617	INTERNATIONAL CODE COUNCIL	1002177558	Tabs for code books	11/17/2025	214.00	12/05/2025	100-605-640 Books and Periodicals	1125
Total 617:					214.00			
INTERWEST CONSULTING GROUP, INC								
9035	INTERWEST CONSULTING GROUP, INC	2888685	Code Amendments for the Code Enforcement Code	11/30/2025	5,082.50		100-615-420 Outside Services	1125
Total 9035:					5,082.50			
JDSLE, INC								
8963	JDSLE, INC	53358	legal edge software renewal 1/1/26-12/31/26	11/03/2025	16,224.00		100-414-342 Tech Services-Other	1125
Total 8963:					16,224.00			
JOHNSON CONTROLS FIRE PROTECTION LP								
8667	JOHNSON CONTROLS FIRE PROTECTION LP	25104854	JCI Monitoring	12/01/2025	660.00	12/05/2025	100-417-420 Outside Services	1225
8667	JOHNSON CONTROLS FIRE PROTECTION LP	53594066	PS fire system backflow device repairs	12/03/2025	6,922.06		510-840-430 Outside Serv-Repair & Maint	1225
Total 8667:					7,582.06			
JUB ENGINEERS, INC								
8846	JUB ENGINEERS, INC	190998	Mesa Dr Water Main Extension	11/25/2025	662.50		510-166100 Construction In Progress	1125
Total 8846:					662.50			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
KAY PARK-REC CORP.								
290	KAY PARK-REC CORP.	206634	Picnic Tables	11/19/2025	5,499.70	12/05/2025	230-575-730 Improve Other than Buildings	1125
Total 290:					5,499.70			
KOCH ELEVATOR CO.								
8751	KOCH ELEVATOR CO.	438881	Monthly Elevator Maintenance	12/01/2025	236.75	12/05/2025	100-417-430 Outside Serv-Repair & Maint	1225
Total 8751:					236.75			
LEHR AUTO								
9074	LEHR AUTO	SI124523	Truck tool boxes	10/08/2025	4,394.85		510-810-600 General Supplies	1025
Total 9074:					4,394.85			
LEMONS, GRUNDY & EISENBERG								
8835	LEMONS, GRUNDY & EISENBERG	59-09082M(19)	outside legal HR/Investigations	12/02/2025	160.00		100-414-310 Prof Serv-Legal	1225
Total 8835:					160.00			
LEWIS, ANGELA								
9020	LEWIS, ANGELA	111225	PLANNING COMMISSION STIPEND	11/12/2025	80.00	12/05/2025	100-610-322 Prof Serv-Other	1125
Total 9020:					80.00			
LICKETY SPLIT EXPRESS WASH, LLC								
9051	LICKETY SPLIT EXPRESS WASH, LLC	#10 BLD NOV 25	1 car wash	11/30/2025	11.00	12/05/2025	100-605-420 Outside Services	1125
9051	LICKETY SPLIT EXPRESS WASH, LLC	#13 UTIL BILL NOV 25	2 truck washes	11/30/2025	22.00	12/05/2025	510-810-420 Outside Services	1125
9051	LICKETY SPLIT EXPRESS WASH, LLC	#4 WD NOV 25	2 truck washes	11/30/2025	22.00	12/05/2025	510-810-420 Outside Services	1125
Total 9051:					55.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	71744	Map gas and igniters for trucks and service truck.	11/25/2025	399.77	12/05/2025	510-810-614 Shop Supplies	1125
7650	LOWES CREDIT SERVICES	85802	PS Shop Supplies	12/01/2025	462.00		510-840-614 Shop Supplies	1225
7650	LOWES CREDIT SERVICES	88586	Tarp, Charger, Bungees	12/03/2025	67.39		100-528-600 General Supplies	1225
7650	LOWES CREDIT SERVICES	88591	Saw blades, Drill Bit	12/03/2025	68.21		100-575-600 General Supplies	1225
7650	LOWES CREDIT SERVICES	88683	East Lift pipe fittings	12/03/2025	17.58		520-810-614 Shop Supplies	1225
7650	LOWES CREDIT SERVICES	88857	East Lift pipe fittings	12/03/2025	26.25		520-810-614 Shop Supplies	1225
7650	LOWES CREDIT SERVICES	93739	Hardware/Lumber	11/21/2025	65.41	12/05/2025	100-475-600 General Supplies	1125
7650	LOWES CREDIT SERVICES	99610	Lift Station trash cans	12/08/2025	184.40		520-810-614 Shop Supplies	1225
Total 7650:					1,291.01			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
LP INSURANCE SERVICES, INC								
8746	LP INSURANCE SERVICES, INC	1110348	Policy EB FEE JAN 2026	01/01/2026	2,500.00		100-413-322 Prof Serv-Other	126
Total 8746:					2,500.00			
LYON COUNTY								
1126	LYON COUNTY	DEC 2025	PUBLIC DEFENDER - DEC 2025	12/01/2025	10,000.00	11/26/2025	100-413-322 Prof Serv-Other	1225
Total 1126:					10,000.00			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	TLT Nov 25	Transient Lodging Tax	11/30/2025	3,919.60	12/05/2025	225-227010 TLT Payable to County	1125
Total 106:					3,919.60			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	I28440	Portable Restroom Maintenance	12/01/2025	128.33	12/05/2025	100-575-430 Outside Serv-Repair & Maint	1225
8509	MARSHALL'S SEPTIC CARE	I28446	Portable Restroom Maintenance	12/01/2025	128.33	12/05/2025	100-575-430 Outside Serv-Repair & Maint	1225
8509	MARSHALL'S SEPTIC CARE	I28447	Portable Restroom Maintenance	12/01/2025	551.65	12/05/2025	100-575-430 Outside Serv-Repair & Maint	1225
8509	MARSHALL'S SEPTIC CARE	I28448	Portable Restroom Maintenance	12/01/2025	220.66	12/05/2025	100-575-430 Outside Serv-Repair & Maint	1225
8509	MARSHALL'S SEPTIC CARE	I28449	Portable Restroom Maintenance	12/01/2025	220.66	12/05/2025	100-575-430 Outside Serv-Repair & Maint	1225
8509	MARSHALL'S SEPTIC CARE	I28450	Portable Restroom Maintenance	12/01/2025	118.33	12/05/2025	100-575-430 Outside Serv-Repair & Maint	1225
8509	MARSHALL'S SEPTIC CARE	I28451	Portable Restroom Maintenance	12/01/2025	118.33	12/05/2025	100-417-430 Outside Serv-Repair & Maint	1225
Total 8509:					1,486.29			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	DEC 2025	MUNICIPAL COURT JUDGE	12/31/2025	7,916.67		100-425-322 Prof Serv-Other	1225
Total 8042:					7,916.67			
MCCULLAR, JENNI LEI								
9019	MCCULLAR, JENNI LEI	111225	PLANNING COMMISSION STIPEND	11/12/2025	80.00	12/05/2025	100-610-322 Prof Serv-Other	1125
Total 9019:					80.00			
MCDONALD CARANO								
322	MCDONALD CARANO	12514554	outside legal planning	11/25/2025	4,856.25		100-414-310 Prof Serv-Legal	1125
Total 322:					4,856.25			
MIRACLE RECREATION EQUIPMENT CO								
7251	MIRACLE RECREATION EQUIPMENT CO	896496	Playground slide hoods	11/17/2025	2,218.52	12/05/2025	100-575-605 Minor Equipment	1125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 7251:					2,218.52			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	17.000003566.	OVERPAYMENT- DOG LICENSE "DESMOND" & "KAMALI"	11/29/2025	10.00	12/05/2025	100-320-170 Animal License Fees	1125
Total 1111:					10.00			
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	188012	Appa 10/28/25 TD Chihuahua	10/28/2025	518.14	12/05/2025	100-525-322 Prof Serv-Other	1025
6660	MOFFITT ANIMAL CLINIC	188012	Trailer Park Cat 10-20-25 (# SD)	10/28/2025	110.00	12/05/2025	100-525-322 Prof Serv-Other	1025
6660	MOFFITT ANIMAL CLINIC	188012	Old Cat 9-30-25 (# LD)	10/28/2025	534.81	12/05/2025	100-525-322 Prof Serv-Other	1025
6660	MOFFITT ANIMAL CLINIC	188012	Phantom 10/9/25 (# PD) Feline	10/28/2025	50.00	12/05/2025	100-525-322 Prof Serv-Other	1025
6660	MOFFITT ANIMAL CLINIC	188012	Gordon 10/09/2025 (# QD) feline	10/28/2025	50.00	12/05/2025	100-525-322 Prof Serv-Other	1025
6660	MOFFITT ANIMAL CLINIC	188012	Tuxie 10/7/25 (# MD) Feline	10/28/2025	50.00	12/05/2025	100-525-322 Prof Serv-Other	1025
Total 6660:					1,312.95			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	69439520	EXTINGUISHER'S FIRST AID KITS FOR FLEET	12/04/2025	376.86		100-475-616 Safety Supplies	1225
Total 115:					376.86			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	440489	Fuses, Trailer Plug	12/01/2025	33.54	12/05/2025	100-575-600 General Supplies	1225
58	NAPA AUTO & TRUCK PARTS	440489	Disp Gloves	12/01/2025	15.79	12/05/2025	100-575-616 Safety Supplies	1225
Total 58:					49.33			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Nov 25	Transient Lodging Tax	11/30/2025	2,351.76	12/05/2025	225-227015 TLT Payable to State	1125
Total 6378:					2,351.76			
NV ENERGY								
167	NV ENERGY	12019 NOV 25	34596505012019 ACH	11/14/2025	6,140.40	12/04/2025	510-810-622 Electricity	1125
167	NV ENERGY	13818 NOV 25	34596405113818 ACH	11/25/2025	38.05	12/15/2025	100-475-622 Electricity	1125
167	NV ENERGY	13924 NOV 25	48768108113924 ACH	11/25/2025	37.54	12/15/2025	100-475-622 Electricity	1125
167	NV ENERGY	26445 NOV 25	34596505226445 ACH	11/22/2025	3,930.07	12/12/2025	510-840-622 Electricity	1125
167	NV ENERGY	28458 NOV 25	34596505228458 ACH	11/22/2025	9,085.95	12/12/2025	510-840-622 Electricity	1125
167	NV ENERGY	30037 NOV 25	34596403630037 ACH	11/14/2025	39.41	12/04/2025	100-576-622 Electricity	1125
167	NV ENERGY	30672 NOV 25	213677908230672 ACH	11/25/2025	44.68	12/15/2025	100-575-622 Electricity	1125
167	NV ENERGY	71493 NOV 25	271223607571493 ACH	11/25/2025	44.32	12/15/2025	100-475-622 Electricity	1125
167	NV ENERGY	79481 NOV 25	82190405179481 ACH	11/25/2025	20.94	12/15/2025	520-810-622 Electricity	1125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
167	NV ENERGY	97731 NOV 25	213677908197731 ACH	11/25/2025	46.66	12/15/2025	100-575-622 Electricity	1125
Total 167:					19,428.02			
OFFICE DEPOT								
133	OFFICE DEPOT	446238686001	office supplies pens	11/06/2025	62.09		100-414-600 General Supplies	1125
133	OFFICE DEPOT	446774887001	Office supplies for Code Enforcement- tape, clipboards, mous	11/17/2025	44.74	12/05/2025	100-615-601 Office Supplies	1125
133	OFFICE DEPOT	446775372001	Business card holders for code enforcement	11/17/2025	7.34	12/05/2025	100-615-601 Office Supplies	1125
133	OFFICE DEPOT	448636637001	UT OFFICE SUPPLIES-pens	11/24/2025	5.17	12/05/2025	510-810-601 Office Supplies	1125
133	OFFICE DEPOT	448636637001	UT OFFICE SUPPLIES-pens	11/24/2025	5.17	12/05/2025	520-810-601 Office Supplies	1125
133	OFFICE DEPOT	448637040001	UT OFFICE SUPPLIES-desk top organizer	11/22/2025	7.81	12/05/2025	510-810-601 Office Supplies	1125
133	OFFICE DEPOT	448637040001	UT OFFICE SUPPLIES-desk top organizer	11/22/2025	7.81	12/05/2025	520-810-601 Office Supplies	1125
133	OFFICE DEPOT	448637041001	UT OFFICE SUPPLIES-folders, calendars	11/24/2025	60.88	12/05/2025	510-810-601 Office Supplies	1125
133	OFFICE DEPOT	448637041001	UT OFFICE SUPPLIES-folders, calendars	11/24/2025	60.87	12/05/2025	520-810-601 Office Supplies	1125
133	OFFICE DEPOT	448637042001	UT OFFICE SUPPLIES-folders	11/21/2025	3.75	12/05/2025	510-810-601 Office Supplies	1125
133	OFFICE DEPOT	448637042001	UT OFFICE SUPPLIES-folders	11/21/2025	3.76	12/05/2025	520-810-601 Office Supplies	1125
133	OFFICE DEPOT	448740265001	ID badge holders	11/19/2025	28.19	12/05/2025	100-417-601 Office Supplies	1125
Total 133:					297.58			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-386664	plug for trailer	12/02/2025	49.99	12/05/2025	100-480-610 Automotive Supplies	1225
Total 6230:					49.99			
PACIFIC OFFICE AUTOMATION								
8929	PACIFIC OFFICE AUTOMATION	7R03362-3	7R06632 New Copier	12/01/2025	117.50		510-810-550 Printing and Postage	1225
8929	PACIFIC OFFICE AUTOMATION	7R03362-3	7R06632 New Copier	12/01/2025	117.50		510-840-550 Printing and Postage	1225
8929	PACIFIC OFFICE AUTOMATION	7R03362-3	7R06632 New Copier	12/01/2025	235.00		520-810-550 Printing and Postage	1225
Total 8929:					470.00			
PITNEY BOWES, INC.								
2840	PITNEY BOWES, INC.	3321453267	LEASE - PLANNING	10/10/2025	37.33	11/26/2025	100-610-550 Printing and Postage	1025
2840	PITNEY BOWES, INC.	3321453267	LEASE - CITY MANAGER	10/10/2025	37.33	11/26/2025	100-413-550 Printing and Postage	1025
2840	PITNEY BOWES, INC.	3321453267	LEASE - ANIMAL CONTROL	10/10/2025	37.33	11/26/2025	100-525-550 Printing and Postage	1025
2840	PITNEY BOWES, INC.	3321453267	LEASE - STREETS	10/10/2025	37.33	11/26/2025	100-475-550 Printing and Postage	1025
2840	PITNEY BOWES, INC.	3321453267	LEASE - BUILDING	10/10/2025	37.33	11/26/2025	100-605-550 Printing and Postage	1025
2840	PITNEY BOWES, INC.	3321453267	LEASE - CLERK	10/10/2025	37.34	11/26/2025	100-416-550 Printing and Postage	1025
2840	PITNEY BOWES, INC.	3321453267	LEASE - MAYOR	10/10/2025	37.33	11/26/2025	100-412-550 Printing and Postage	1025
2840	PITNEY BOWES, INC.	3321453267	LEASE - COURT	10/10/2025	37.33	11/26/2025	100-425-550 Printing and Postage	1025
2840	PITNEY BOWES, INC.	3321453267	LEASE - FINANCE	10/10/2025	37.33	11/26/2025	100-415-550 Printing and Postage	1025
2840	PITNEY BOWES, INC.	3321453267	LEASE - CITY ATTORNEY	10/10/2025	37.33	11/26/2025	100-414-550 Printing and Postage	1025
2840	PITNEY BOWES, INC.	3321453267	LEASE - WATER	10/10/2025	37.33	11/26/2025	510-810-550 Printing and Postage	1025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
2840	PITNEY BOWES, INC.	3321453267	LEASE - JUSTICE COURT	10/10/2025	37.33	11/26/2025	100-126000 Intergovernmental Receivable	1025
2840	PITNEY BOWES, INC.	3321453267	LEASE - PARKS	10/10/2025	37.33	11/26/2025	100-575-550 Printing and Postage	1025
2840	PITNEY BOWES, INC.	3321453267	LEASE - SEWER	10/10/2025	37.33	11/26/2025	520-810-550 Printing and Postage	1025
Total 2840:					522.63			
PURCHASE POWER								
3155	PURCHASE POWER	69812 NOV 25	POSTAGE - CITY MANAGER	11/03/2025	4.04	11/30/2025	100-413-550 Printing and Postage	1125
3155	PURCHASE POWER	69812 NOV 25	POSTAGE - ANIMAL CONTROL	11/03/2025	18.86	11/30/2025	100-575-550 Printing and Postage	1125
3155	PURCHASE POWER	69812 NOV 25	POSTAGE - FERNLEY JUSTICE	11/03/2025	153.11	11/30/2025	100-126000 Intergovernmental Receivable	1125
3155	PURCHASE POWER	69812 NOV 25	POSTAGE - WATER	11/03/2025	92.25	11/30/2025	510-810-550 Printing and Postage	1125
3155	PURCHASE POWER	69812 NOV 25	POSTAGE - CLERK	11/03/2025	402.44	11/30/2025	100-416-550 Printing and Postage	1125
3155	PURCHASE POWER	69812 NOV 25	POSTAGE - MAYOR	11/03/2025	11.10	11/30/2025	100-412-550 Printing and Postage	1125
3155	PURCHASE POWER	69812 NOV 25	POSTAGE - TLT	11/03/2025	5.18	11/30/2025	225-575-550 Printing and Postage	1125
3155	PURCHASE POWER	69812 NOV 25	POSTAGE - PLANNING	11/03/2025	60.10	11/30/2025	100-610-550 Printing and Postage	1125
3155	PURCHASE POWER	69812 NOV 25	POSTAGE - FINANCE	11/03/2025	87.18	11/30/2025	100-415-550 Printing and Postage	1125
3155	PURCHASE POWER	69812 NOV 25	POSTAGE - CITY ATTORNEY	11/03/2025	32.83	11/30/2025	100-414-550 Printing and Postage	1125
3155	PURCHASE POWER	69812 NOV 25	POSTAGE - COURT	11/03/2025	70.78	11/30/2025	100-425-550 Printing and Postage	1125
3155	PURCHASE POWER	69812 NOV 25	POSTAGE - PARKS	11/03/2025	1.48	11/30/2025	100-575-550 Printing and Postage	1125
3155	PURCHASE POWER	69812 NOV 25	POSTAGE - STREETS	11/03/2025	2.64	11/30/2025	100-475-550 Printing and Postage	1125
Total 3155:					941.99			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	7439513	Legal Notices - November 2025	11/30/2025	222.48		100-610-540 Advertising	1125
Total 152:					222.48			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	25-1583	Water rights services - TCID meeting coordination, managing	11/26/2025	2,576.25	12/05/2025	510-810-698 Water Rights Protection	1125
8602	RESOURCE CONCEPTS	25-1584	Water Rights Services - NV Energy Project	11/26/2025	115.00	12/05/2025	510-810-698 Water Rights Protection	1125
Total 8602:					2,691.25			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	25110620	ARMORED SERVICES-GF	11/12/2025	221.41	12/05/2025	100-415-322 Prof Serv-Other	1125
8629	SECTRAN SECURITY, INC.	25110620	ARMORED SERVICES-SEWER	11/12/2025	221.42	12/05/2025	520-810-342 Tech Services-Other	1125
8629	SECTRAN SECURITY, INC.	25110620	ARMORED SERVICES-WATER	11/12/2025	221.41	12/05/2025	510-810-342 Tech Services-Other	1125
Total 8629:					664.24			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN336430	WWTP Samples	11/25/2025	202.00	12/05/2025	520-810-423 Outside Serv-Analytical	1125
7856	SILVER STATE ANALYTICAL LABORATORIES	RN336437	WWTP Samples	11/25/2025	700.00	12/05/2025	520-810-423 Outside Serv-Analytical	1125

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7856	SILVER STATE ANALYTICAL LABORATORIES	RN336804	WWTP Samples	12/08/2025	202.00		520-810-423 Outside Serv-Analytical	1225
Total 7856:					1,104.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	101808	Street Signs	11/25/2025	950.25	12/05/2025	100-475-615 Sign & Stripe Supplies	1125
170	SILVER STATE BARRICADE	101818	Street Signs	11/25/2025	215.40	12/05/2025	100-475-615 Sign & Stripe Supplies	1125
Total 170:					1,165.65			
SOUTHERN TIRE MART LLC								
8964	SOUTHERN TIRE MART LLC	7590057034	TIRES FOR CODE ENFORCEMENT	12/04/2025	1,107.72		100-480-610 Automotive Supplies	1225
Total 8964:					1,107.72			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	29586 NOV 25	910005029586 ACH	11/14/2025	60.48	12/03/2025	520-810-621 Natural Gas	1125
204	SOUTHWEST GAS CORP	40647 NOV 25	910005040647 ACH	11/20/2025	834.84	12/09/2025	100-417-621 Natural Gas	1125
204	SOUTHWEST GAS CORP	49385 NOV 25	910004749385 ACH	11/25/2025	332.77	12/15/2025	510-810-621 Natural Gas	1125
Total 204:					1,228.09			
STATE BAR OF NEVADA								
6292	STATE BAR OF NEVADA	10486-2026	Bar dues B. Jensen 8509	11/25/2025	510.00		100-414-581 Dues and Memberships	1125
6292	STATE BAR OF NEVADA	38522-2026	Bar dues A. Mouritsen	11/25/2025	485.00		100-414-581 Dues and Memberships	1125
Total 6292:					995.00			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2025400105777	WWTP Chlorine	11/26/2025	14,085.00	12/05/2025	520-810-617 Chemical Supplies	1125
8646	THATCHER COMPANY, INC.	2025400105792	PS sodium hypochlorite	11/26/2025	9,462.64		510-840-617 Chemical Supplies	1125
Total 8646:					23,547.64			
THE BEACON								
9103	THE BEACON	Final FCTA R1 FY25-26	Beacon FY25-26R1	12/31/2025	2,239.50	12/05/2025	225-575-650 Community Support	1225
Total 9103:					2,239.50			
ULTIMATE AIR, INC.								
8575	ULTIMATE AIR, INC.	8410	System Check	12/03/2025	250.00	12/05/2025	100-417-424 Outside Serv-HVAC	1225
Total 8575:					250.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
USA BLUEBOOK								
464	USA BLUEBOOK	INV00890285	East Lift replacement pressure sensors	11/20/2025	2,752.99	12/05/2025	520-810-614 Shop Supplies	1125
Total 464:					2,752.99			
UTILITY DEPOSITS								
2202	UTILITY DEPOSITS	10788408	CREDIT REFUND	11/12/2025	121.75	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	11445813	CREDIT REFUND	11/17/2025	114.30	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	11885105	CREDIT REFUND	11/17/2025	59.48	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	12233907	CREDIT REFUND	11/14/2025	124.00	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	13643914	CREDIT REFUND	11/14/2025	113.19	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	13644603	CREDIT REFUND	11/13/2025	400.00	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	14327703	CREDIT REFUND	11/14/2025	9.84	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	14332601	CREDIT REFUND	11/14/2025	227.20	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	16399540	WATER DEPOSIT REFUND	11/18/2025	14.01	12/05/2025	510-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	16399540	SEWER DEPOSIT REFUND	11/18/2025	80.00	12/05/2025	520-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	16543016	CREDIT REFUND	11/17/2025	111.94	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	169808.01	CREDIT REFUND	11/12/2025	109.69	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	169810.01	CREDIT REFUND	11/12/2025	105.67	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	169813.01	CREDIT REFUND	11/12/2025	109.69	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	16983801	SEWER DEPOSIT REFUND	11/12/2025	8.67	12/05/2025	520-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	18988501	SEWER DEPOSIT REFUND	11/07/2025	71.88	12/05/2025	520-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	19661210	CREDIT REFUND	11/18/2025	19.01	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	19661505	CREDIT REFUND	11/14/2025	79.78	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	20797402	CREDIT REFUND	11/14/2025	206.63	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	21.987301	CREDIT REFUND	11/12/2025	109.69	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	21888302	CREDIT REFUND	11/14/2025	115.38	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	2196308	CREDIT REFUND	11/14/2025	68.86	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	219735.01	CREDIT REFUND	11/12/2025	43.50	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	5709202	CREDIT REFUND	11/17/2025	117.67	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	5812506	CREDIT REFUND	11/18/2025	577.02	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	6943202	CREDIT REFUND	11/18/2025	100.00	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	7489604	CREDIT REFUND	11/14/2025	191.90	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	75355.02	CREDIT REFUND	11/14/2025	204.68	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	7658525	CREDIT REFUND	11/17/2025	55.19	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	77149.10	CREDIT REFUND	11/18/2025	17.03	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	7714910	WATER DEPOSIT REFUND	11/17/2025	75.00	12/05/2025	510-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	7714910	SEWER DEPOSIT REFUND	11/17/2025	80.00	12/05/2025	520-228200 Customer Deposits	1125
2202	UTILITY DEPOSITS	7925303	CREDIT REFUND	11/14/2025	250.00	12/05/2025	010-115100 Cash Clearing-Utilities	1125
2202	UTILITY DEPOSITS	81484.01	CREDIT REFUND	11/12/2025	1,066.16	12/05/2025	010-115100 Cash Clearing-Utilities	1125
Total 2202:					5,158.81			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
VANDERHEIDEN, JACOB RAY								
9027	VANDERHEIDEN, JACOB RAY	111225	PLANNING COMMISSION STIPEND	11/12/2025	80.00	12/05/2025	100-610-322 Prof Serv-Other	1125
Total 9027:					80.00			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	NOV 2025-2	DEFERRED COMPENSATION, 457	11/26/2025	5,333.43	11/26/2025	100-215000 457 PAYABLE	1125
8591	VOYA FINANCIAL	NOV 2025-2	ROTH IRA	11/26/2025	240.00	11/26/2025	100-215000 457 PAYABLE	1125
Total 8591:					5,573.43			
WAGNER, CODY								
9013	WAGNER, CODY	111225	PLANNING COMMISSION STIPEND	11/12/2025	80.00	12/05/2025	100-610-322 Prof Serv-Other	1125
Total 9013:					80.00			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	25001 DEC 25	6-82646-25001	12/01/2025	866.56		100-475-412 Utility Serv-Refuse	1225
447	WASTE MANAGEMENT	33001 DEC 25	11-60772-33001	12/03/2025	147.77		100-417-412 Utility Serv-Refuse	1225
447	WASTE MANAGEMENT	33005 DEC 25	11-60745-33005	12/03/2025	26.15		510-840-412 Utility Serv-Refuse	1225
447	WASTE MANAGEMENT	33009 DEC 25	11-60774-33009	12/03/2025	120.90		510-810-412 Utility Serv-Refuse	1225
447	WASTE MANAGEMENT	43003 DEC 25	11-60760-43003	12/03/2025	60.46		520-810-412 Utility Serv-Refuse	1225
447	WASTE MANAGEMENT	65007 DEC 25	6-82641-65007	12/01/2025	402.66		100-575-412 Utility Serv-Refuse	1225
447	WASTE MANAGEMENT	95009 DEC 25	8-29467-95009	12/01/2025	448.45		100-575-412 Utility Serv-Refuse	1225
Total 447:					2,072.95			
WEDCO								
3350	WEDCO	S100195829.002	shipping charges for previous purchase	11/19/2025	349.96	12/05/2025	510-840-614 Shop Supplies	1125
3350	WEDCO	S100207616.001	Hwy 50 Lift overloads and contactors	12/01/2025	871.06		520-810-600 General Supplies	1225
3350	WEDCO	S100210021.001	Sage ranch tank parts	12/02/2025	735.52		510-840-614 Shop Supplies	1225
Total 3350:					1,956.54			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2512-143959	FLEET SUPPLIES	12/04/2025	237.65		100-480-610 Automotive Supplies	1225
Total 8571:					237.65			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	12035533	iperl 3/4" 1000 gal water meters	11/26/2025	4,710.24	12/05/2025	510-166100 Construction In Progress	1125
Total 195:					4,710.24			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
WILLIAMS, BARRY REGINALD								
9018	WILLIAMS, BARRY REGINALD	111225	PLANNING COMMISSION STIPEND	11/12/2025	80.00	12/05/2025	100-610-322 Prof Serv-Other	1125
Total 9018:					80.00			
XPRESS BILL PAY LLC								
2468	XPRESS BILL PAY LLC	11/2025	CREDIT CARD PROCESSING FEES- WATER	11/30/2025	2,619.51	12/05/2025	510-810-609 Credit Card Fees	1125
2468	XPRESS BILL PAY LLC	11/2025	CREDIT CARD PROCESSING FEES- SEWER	11/30/2025	2,619.50	12/05/2025	520-810-609 Credit Card Fees	1125
Total 2468:					5,239.01			
Grand Totals:					256,286.15			

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
DECEMBER 3, 2025**

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilwoman Felicity Zoberiski, Councilman Stan Lau, Councilman Albert Torres, Councilman Ryan Hanan, Councilman Joe Mendoza, City Attorney Aaron Mouritsen, City Treasurer Robert Carson, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, Building Official Charity Birkel, Code Enforcement Officer Tammy Richardson, Code Enforcement Officer Beth Engbrecht, Senior Planner Alisa Johansson, Public Works Director Barry Williams, Utilities Director Seong Kim. **Absent:** Acting City Manager Lydia Altick.

1.3. Public Forum

Tammy Dittman inquired if a vendor had been hired for the hydrants. Barry Williams, Public Works Director, stated that they are waiting for proposals.

1.4. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read the new business licenses.

2.4. 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

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

Mayor Neal E. McIntyre stated that with the passing of the consent agenda Barry Williams Sr. and Jacob VanHeiden are now on 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.

Officer Santos, Lyon County Sheriff's Office, stated that the Sheriffs will be participating in the Christmas parade, Coco-With-A-Cop and Shop-With-A Sheriff. They continue to be busy in Fernley these last two weeks with several critical incident calls. One was on November 25th. A person called on a subject who knocked on her door. The subject said that he was in fear for his life, and that somebody was out to kill him. She reported that the subject had a rifle. Responding deputies into that area located the subject. The deputy reported that the subject shot the rifle at his patrol vehicle. The responding deputies subdued the subject and de-escalate him, whereafter he was taken into custody. It seems that critical incidents like this kind of are on the uptick again.

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

Mayor McIntyre announced the new hires and announced the positions the city is interviewing for. These positions will start working for the city during the first week of January and will bring the city's total number of employees to 98. On December 6th from 8 to noon there is Breakfast with the Grinch at the CRRC building; 5 pm is the Chamber Christmas Parade starting at Locust Street and ends at City Hall; the tree lighting is around 6:00 in front of City Hall. You can also enjoy a free cup of coffee or cocoa with the Cops from 6.30pm to 8pm while you're entertained by the Fernley Performing Arts Dancers. The fire department will be on site for Stuff the Ambulance, bring your new unwrapped gifts. Santa will be here for pictures and there will also be a mailbox here for kids to put their letters in for Santa. December 15th is the 11th Annual Menorah Lighting, and it is scheduled to start at 4.30 p.m. in front of City Hall. He also gave update on the hiring of new City Manager, interviewing will be on January 7, 2026.

Charity Birkel, Building Official, introduced the new Code Enforcement Officers, Tammy Richardson and Beth Engbrecht. Tammy Richardson and Beth Engbrecht each spoke a little about themselves.

Councilman Hanan stated that he was the guest speaker at Rotary this week.

Councilwoman Zoberski thanked Randy and Gage for the tree at the Depot.

Councilman Torres reported that the FCTA meeting is scheduled for December 6th at 6pm at City Hall. The Fernley Senior Citizen Advisory Committee (FSCAC) Angel Tree is up at City Hall. The application to enroll a Senior Angel or yourself ends December 5th. All applications must be returned to ckasten@cityoffernley.org or to the clerk's office in person by December 5th. More details are on the City of Fernley website. Wreaths Across America is scheduled for Saturday, December 13th at the Veterans Cemetery, and there is still time to volunteer if you go to the website wreathsaacrossAmerica.org. He gave an update on the Special Session for Legislature.

Councilman Mendoza stated he would like to get a report from the City Attorney updating him on the investigation the city initiated against him, and a report from the finance department on what the investigations have cost our citizens thus far. He would also like to include the time spent by staff for all the investigations that have been initiated.

Aaron Mortson, City Attorney, stated that he is not handling that investigation. He is unaware of the status of the investigation. That investigation is being handled by outside counsel appointed by PoolPact. He can forward that request to them and have them reach out to Councilman Mendoza.

Robert Carson, City Treasurer, stated that he doesn't have those figures in front of him, but he can put them together and give a report at the next meeting as well.

4. PROCLAMATIONS BY THE MAYOR

None at this time.

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.

Alisa Johansson, Senior Planner, introduced the first reading. There will be a public hearing later this month, and the public and adjoining property owners have been notified to prepare for that more robust discussion in a couple of weeks.

6. PUBLIC FORUM

Becki Howlett, representing the 4th of July, invited the Council to come play bingo on December 13th. The doors open at 11:00 am at the Senior Center, and they'll play until about 3:30pm-4:00pm.

The next meeting will be on December 17, 2025.

7. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 5:24 pm.

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

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Orignation date = 11/26/2025-12/11/2025

Business Name	DBA	Name	Location	City	State	Zip	Business Tel	Description	Occupation
Krafty Creations LLC		Connie Fruge	395 Parkland Way	Fernley	NV	89408	775-224-5180	Hobby/Crafter, Sewing	Crafter: beaded pens, bra
JayLianna and Co. LLC		Lailanie Salvador	232 Emigrant Way	Fernley	NV	89408	775-404-4681	Wholesale and/or Reta	General merchandise ret
Christine Millward		Christine Millward	186 E. Main St Suite 1	Fernley	NV	89408	209-969-8079	Hair/Nail/Tanning/Spa	Nails
Remi Roofing and Construction, Inc.		Douglas Brad Barn	129 W 350 N	Vineyard	UT	84059	801-602-5838	Contractor	Roofing Contractor #935
Wi-Fiber of Nevada, LLC	Rango Broadband	Michael Crapse	3072 Research Way Ste 8	Carson City	NV	89706	775-847-4000	Telecommunication Sa	Wireless telecommunicati
Winger Electric LTD		Felice Winger	410 W 200 S	Hyrum	UT	84319	801-541-6400	Contractor	Electrical Contractor #93
Integrated Concepts LLC		Nathan D. Evans	490 Alder Creek Court	Reno	NV	89408	775-399-2331	Contractor	General Engineering Con
Weigl Concrete, LLC		Tamaree Weigl	3322 Mill Street	Reno	NV	89502	775-852-1289	Contractor	Concrete/Excavating/Res
KBP Handyman		Donovan Brown	536 Summer Street	Fernley	NV	89408	714-448-1741	Handyman	Handyman services / ho
Grand Totals:									
						9			

Report Criteria:

License.Status = "Active"

Business.Orignation date = 11/26/2025-12/11/2025



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Seong Kim, Utilities Director, Ana Navarro

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-166100

ACTION REQUESTED: Consent

AGENDA ITEM:

Consideration and possible action to approve a Professional Services Agreement with Shaw Engineering for design, bid-phase, and construction management services for the Water Treatment Plant Compressed Air System Upgrade Project for \$74,250.

AGENDA ITEM BRIEF:

The purpose of this item is to seek Council approval for engineering design and construction-phase services necessary to upgrade the compressed air system at the City of Fernley Water Treatment Plant (WTP). The compressed air system is a critical component supporting the microfiltration treatment process, and existing equipment has reached the end of its useful life.

RECOMMENDED MOTION:

"I move to approve the Professional Services Agreement with Shaw Engineering in an amount not to exceed \$74,250 for design, permitting, bid-phase support, and construction management services for the Water Treatment Plant Compressed Air System Upgrade Project, and authorize the Utilities Department to execute the agreement."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

1. **Approve** the proposal as presented.
2. **Request modifications** to the scope or fee and return at a future meeting.
3. **Deny** the proposal; however, this is not recommended as the compressed air system upgrade is necessary for treatment reliability and future capacity.

BACKGROUND:

The City's Preliminary Engineering Report (PER) for the Caustic Soda & Air System Improvements (June 2025) identified several deficiencies in the existing compressed air system, including aging equipment, insufficient capacity, and operational limitations for future WTP build out to 30 MGD.

Key findings included:

- Both existing air compressors are undersized for projected flows.
- Several components are deteriorated and require replacement.
- Operational reliability during peak season is diminished.

To address these deficiencies, engineering design, permitting, and construction-phase support services are required. Shaw Engineering has submitted a comprehensive proposal to complete this work.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NDEP BSDW Requirements

FINANCIAL IMPLICATIONS:

The proposed amount is \$72,250, billed according to Shaw's 2025 fee schedule.

ATTACHMENTS:

1. COF Long Form Contract
2. !CoF WTP Compressed Air System Proposal 2025.11.20

CONTRACT

A Contract for Professional Services

THIS CONTRACT is made and entered into this 4th 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 SHAW ENGINEERING a Nevada corporation whose address is: 20 Vine St. Reno, NV 89503 ("Contractor").

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

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

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

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

1. **CONTRACT TERM:** This Contract shall be effective from the day it is approved by the City Council (which date shall be inserted into the introductory paragraph of this Contract) and, subject to appropriation, shall remain in full force and effect until the services are completed unless terminated earlier pursuant to Section 6.

2. **CONTRACTOR'S SERVICES:**

a. **Description of Services.**

i. **Attachments:**

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

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

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 A and incorporated herein by this reference.
- b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.
- c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).
- d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year.

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

If to the City: City Manager
 City of Fernley
 595 Silverlace Blvd.

CONTRACT

A Contract for Professional Services

If to Contractor: Shaw Engineering
20 Vine St.
Reno, NV 89503

5. INSPECTION & AUDIT:

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

6. TERMINATION OR SUSPENSION:

- a. **Suspension.** The City may suspend, without cause, the performance by Contractor under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Contractor. The suspension shall be effective as of the date set forth in the written notice.

_____ Contractor's Initial

_____ CoF Representative

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.

CONTRACT

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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

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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

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CONTACTOR NAME has entered into a contract with Owner to perform work from THE 4th DAY OF DECEMBER, 2025 to THE 30th DAY OF JUNE, 2026 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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.

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- 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

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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

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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

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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

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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

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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

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

CITY OF FERNLEY

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

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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____.



November 20, 2025

Ms. Ana Navarro

City of Fernley
595 Silver Lace
Fernley, NV 89408

**Re: Water Treatment Plant Compressed Air System
Design, Bid-Phase Support, and Construction Management Services Proposal**

Dear Ms. Navarro:

At your request, Shaw Engineering (Shaw) is pleased to submit this proposal for design, bid phase, and construction management services for the Water Treatment Plant Compressed Air System Upgrade Project. The services covered under this proposal are described in better detail below.

Task 1.0 Facility Review

This task includes review of the Preliminary Engineering Report (the "PER") titled "City of Fernley WTP Caustic Soda & Air System Improvements" prepared in June 2025. The PER was prepared to assess aging and deteriorating components in the caustic soda and compressed air system which are undersized for future build out or currently do not meet the level of service required for the current facility.

In addition to reviewing the PER, staff will conduct site visits as required to provide a visual assessment of each piece of equipment and supporting components mentioned in the PER as well as any components which have been identified by staff to be non-functioning that have arisen after the publication of the PER.

Task 2.0 Design Phase

This task includes analysis and design of an upgraded compressed air system to meet the air supply requirements for the 30 MGD buildout of the water treatment plant. The following tasks are envisioned as a part of this project.

- Analysis of microfiltration pneumatic air supply and pressure requirements.
- Air compressor cycle time analysis.
- Replacement of the two existing air compressors with three new air compressors.
- Additional concrete pads for new compressor and new air receiver tank(s).
- Relocation of Floor Drain and brine tank.
- Construction sequencing plan for equipment change out.

Design drawings and technical specifications will be provided during the design phase to city staff for review prior to submittal to NDEP BSDW.

It is envisioned the new compressor and air receiver tank will be constructed and tested parallel to the existing components and brought online during the winter when the treatment facility operates on a 12 hour basis.

Task 3.0 Electrical Engineering

This task includes electrical and controls engineering design required to upgrade the two existing air compressors and install a third air compressor. Shaw will utilize Jensen Engineering for all electrical and controls engineering design and specification elements. Design items under this task are envisioned below:

- Controls integration with Microfiltration building program logic controller.
- Motor control center load evaluation and spare breaker review.
- Equipment specification (conduit, wires, switches, starters, etc).
- Updates to Panel Schedules.
- Equipment surge protection.
- Telemetry equipment specification.
- Coordination with treatment plant staff and design specifications for desired controls & alarm Integration with MF building PLC and HMI

Task 4.0 Permitting and Bid Phase Support

This task will include the preparation of supporting documentation required to permit the project with the Nevada Division of Environmental Protection, Bureau of Safe Drinking Water. Also included in this proposal is the anticipated application review fee of \$800.

Parallel with the submittal of the water project will be the preparation of construction contract documents. Shaw Engineering will use the Engineers Joint Contract Document Committee (EJCDC) C-900 Construction Contract Series for the preparation of the contract documents to be utilized from the bid phase, through to the end of the construction phase.

Following approval from NDEP-BSDW, Shaw will assist with public bidding including, advertisement, responding to contractor RFI's, assisting with the pre-bid conference, issuing addenda, bid opening, and a providing a recommendation of award in accordance with the provisions of NRS 338.

Task 5.0 Construction Management Support

This task includes all elements of construction management and inspection for the project scope listed above. This scope of this task will include all work items from the Notice of Award through to the Notice of Acceptability. Shaw will assist the City with the issuance of the Notice of Award, review of contractor's insurance and bonds, facilitation of agreement execution, issuance of the Notice to Proceed, and review of contractor RFIs and submittal documents. During the construction phase, Shaw will provide half-time

inspections throughout the duration of the project to ensure the project is executed in strict accordance with the project drawings and specifications. The inspector will provide daily field reports detailing the activities completed during each work day. At the end of each month Shaw will review applications for payment for accuracy compared to the work completed to date. Lastly, Shaw will provide final inspections at the end of the project followed by required closeout documentation. Throughout the project, contract days will be monitored to ensure compliance with the general and special conditions of the agreement and enforce the project schedule.

The following assumptions have been made for this proposal.

- For the basis of construction inspection estimating, It is anticipated the construction of the improvements listed above will take 2 months to complete.
- No vertical construction (structures or buildings) will be required for the improvements above.
- No special inspections will be required (weld inspection, concrete compressive testing, compaction testing etc.) as a part of this contract.

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

Task 1.0	Facility Review	\$	4,500
Task 2.0	Design Phase	\$	20,000
Task 3.0	Electrical Engineering	\$	12,500
Task 4.0	Permitting and Bid Phase Support	\$	10,400
Design and Permitting Subtotal		\$	47,400
Task 5.0	Construction Management Support		
Task 5.1	Construction Administration/Doc Control	\$	12,000
Task 5.2	Construction Management	\$	1,600
Task 5.3	Construction Management/Inspections	\$	13,250
Total		\$	74,250

The work listed above will be billed based on time and materials at the fee schedule attached and will not exceed.

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

Sincerely,

SHAW ENGINEERING



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

2025 FEE SCHEDULE

PROFESSIONAL

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

TECHNICAL

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

ADMINISTRATIVE

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

OTHER

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

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



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Ana Navarro, Seong Kim, Utilities Director

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-166100

ACTION REQUESTED: Consent

AGENDA ITEM:

Consideration for possible approval of a Professional Services Agreement with Shaw Engineering for the Water Treatment Plant Chemical System Improvements Project for the amount of \$115,300.

AGENDA ITEM BRIEF:

The purpose of this item is to seek Council approval to begin design and construction support services for the rehabilitation of the chemical feed systems at the Water Treatment Plant (WTP). The existing caustic soda, citric acid, and sodium hypochlorite systems have experienced significant deterioration, including leaking glue-joint PVC piping, aging components, and operational deficiencies documented in the City's 2025 Preliminary Engineering Report (PER).

This project will improve treatment reliability, reduce safety risks, and restore chemical feed system functionality consistent with Nevada Division of Environmental Protection (NDEP) requirements.

RECOMMENDED MOTION:

"I move to approve a Professional Services Agreement with Shaw Engineering for design, permitting, bid-phase support, and construction management services for the Water Treatment Plant Chemical System Improvements Project for \$115,300, and authorize the Utilities Department to execute the agreement."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:**BACKGROUND:**

1. **Approve the Agreement** as submitted.
2. **Modify the Scope or Fee** and return for future approval.
3. **Deny the Agreement**, which is not recommended due to ongoing chemical system leaks and equipment deterioration.

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

The proposed amount of \$115,300 has been budgeted and will be funded by the Utilities Enterprise Fund (Water) 510-166100.

ATTACHMENTS:

1. COF Long Form Contract
2. !CoF WTP Chemical System Rehab Proposal 2025.11.20

CONTRACT

A Contract for Professional Services

THIS CONTRACT is made and entered into this 4th 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 SHAW ENGINEERING a Nevada corporation whose address is: 20 Vine St. Reno, NV 89503 ("Contractor").

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

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

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

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

1. **CONTRACT TERM:** This Contract shall be effective from the day it is approved by the City Council (which date shall be inserted into the introductory paragraph of this Contract) and, subject to appropriation, shall remain in full force and effect until the services are completed unless terminated earlier pursuant to Section 6.

2. **CONTRACTOR'S SERVICES:**

a. **Description of Services.**

i. **Attachments:**

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

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

____ Contractor's Initial

____ CoF Representative

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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 A and incorporated herein by this reference.
- b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.
- c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).
- d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year.

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

If to the City: City Manager
 City of Fernley
 595 Silverlace Blvd.

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If to Contractor: Shaw Engineering
20 Vine St.
Reno, NV 89503

5. INSPECTION & AUDIT:

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

6. TERMINATION OR SUSPENSION:

- a. **Suspension.** The City may suspend, without cause, the performance by Contractor under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Contractor. The suspension shall be effective as of the date set forth in the written notice.

_____ Contractor's Initial

_____ CoF Representative

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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

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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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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

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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

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CONTACTOR NAME has entered into a contract with Owner to perform work from THE 4th DAY OF DECEMBER, 2025 to THE 30th DAY OF JUNE, 2026 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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.

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- 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

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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

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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

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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

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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

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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

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

CITY OF FERNLEY

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

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

CONTRACTOR

BY:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address:

City: State: Zip Code:

Telephone: Fax #:

E-mail Address:

(Signature of Contractor)

DATE SIGNED this ____ day of _____, 20____.



November 20, 2025

Ms. Ana Navarro

City of Fernley
595 Silver Lace
Fernley, NV 89408

**Re: Water Treatment Plant Chemical System
Design, Bid-Phase Support, and Construction Management Services Proposal**

Dear Ms. Navarro:

At your request, Shaw Engineering (Shaw) is pleased to submit this proposal for design, bid phase, and construction management services for the Water Treatment Plant Chemical System Improvements Project. The services covered under this proposal are described in better detail below.

Task 1.0 Facility Review

This task includes review of the Preliminary Engineering Report (the "PER") titled "City of Fernley WTP Caustic Soda & Air System Improvements" prepared in June 2025. The PER was prepared to assess aging and deteriorating components in the caustic soda and compressed air system which are undersized for future build out or currently do not meet the level of service required for the current facility.

In addition to reviewing the PER, staff will conduct site visits as required to provide a visual assessment of each piece of equipment and supporting components mentioned in the PER as well as any components which have been identified by staff to be non-functioning that have arisen after the publication of the PER.

Task 2.0 Design Phase

This task includes design for the replacement of many runs of existing "glue-joint" PVC piping with solvent-bonded PVC pipe. Over time the caustic soda has degraded the glue joints resulting in many leaks. The leaking pipe identified in the PER includes:

- Fill Station to Bulk Storage Tanks.
- Bulk Storage Tanks to the Day Tank.
- Day Tank to the CIP Neutralization Tank.
- Bulk Tanks to Permeate/Finished Water Dosing Points.

In addition to the piping listed above, other components have been identified for replacement. The following list of equipment is proposed for replacement for the caustic soda, citric acid, sodium hypochlorite, and ferric chloride systems

- Inline Valves (Isolation, Pressure Reducing, Anti-siphon, Check, etc)
- Calibration Columns
- Pulsation dampeners
- Bulk tank level transducers.
- Day tank inlet valves.
- Metering pumps
- Ladder in Chemical vault(s) between the Chemical Building and the Microfiltration Building.
- Chemical vault access hatch(es).
- Relocation of Brine Tanks.

Task 3.0 Permitting and Bid Phase Support

This task will include the preparation of supporting documentation required to permit the project with the Nevada Division of Environmental Protection, Bureau of Safe Drinking Water. It is anticipated an NAC Design Report will be required to summarize and identify the proposed improvements. In addition to the NAC design report, technical specifications for equipment and material selection will be required for submittal. Also included in this proposal is the anticipated application review fee of \$800.

Parallel with the submittal of the water project will be the preparation of construction contract documents. Shaw Engineering will use the Engineers Joint Contract Document Committee (EJCDC) C-900 Construction Contract Series for the preparation of the contract documents to be utilized from the bid phase, through to the end of the construction phase.

Following approval from NDEP-BSDW, Shaw will assist with public bidding including, advertisement, responding to contractor RFI's, assisting with the pre-bid conference, issuing addenda, bid opening, and a providing a recommendation of award in accordance with the provisions of NRS 338.

Task 4.0 Construction Management Support

This task includes all elements of construction management and inspection for the project scope listed above. This scope of this task will include all work items from the Notice of Award through to the Notice of Acceptability. Shaw will assist the City with the issuance of the Notice of Award, review of contractor's insurance and bonds, facilitation of agreement execution, issuance of the Notice to Proceed, and review of contractor RFIs and submittal documents. During the construction phase, Shaw will provide half-time inspections throughout the duration of the project to ensure the project is executed in strict accordance with the project drawings and specifications. The inspector will provide daily

field reports detailing the activities completed during each work day. At the end of each month Shaw will review applications for payment for accuracy compared to the work completed to date. Lastly, Shaw will provide final inspections at the end of the project followed by required closeout documentation. Throughout the project, contract days will be monitored to ensure compliance with the general and special conditions of the agreement and enforce the project schedule.

The following assumptions have been made for this proposal.

- For the basis of construction inspection estimating, It is anticipated the construction of the improvements listed above will take 4 months to complete.
- No vertical construction (structures or buildings) will be required for the improvements above.
- No special inspections will be required (weld inspection, concrete compressive testing, compaction testing etc.) as a part of this contract.

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

Task 1.0	Facility Review	\$	4,500
Task 2.0	Design Phase	\$	52,000
Task 3.0	Permitting and Bid Phase Support	\$	10,400
Design and Permitting Subtotal		\$	66,900
Task 4.0	Construction Management Support		
Task 4.1	Construction Administration	\$	10,000
Task 4.2	Construction Management	\$	3,000
Task 4.2	Inspections	\$	35,400
Total		\$	115,300

The work listed above will be billed based on time and materials at the fee schedule attached and will not exceed.

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

Sincerely,

SHAW ENGINEERING



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

2025 FEE SCHEDULE

PROFESSIONAL

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

TECHNICAL

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

ADMINISTRATIVE

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

OTHER

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

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



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Ana Navarro, Seong Kim, Utilities Director

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

520-810-320

ACTION REQUESTED: Consent

AGENDA ITEM:

Consideration and possible action to approve a Professional Services Contract with Shaw Engineering to develop a Request for Proposal (RFP) for the East Wastewater Treatment Plant (EWWTP) Upgrades, based on the recommendations outlined in the Professional Engineering Report presented to Council on August 6, 2025. The proposed contract amount is \$33,750.

AGENDA ITEM BRIEF:

The purpose of this agenda item is to obtain Council approval for professional engineering support services needed to prepare a Request for Proposal (RFP) to procure a design engineering firm for the upcoming upgrades at the East Wastewater Treatment Plant (EWWTP). This work is required to advance the recommended improvements identified in the April 2025 Preliminary Engineering Report (PER) presented to Council on August 6, 2025 and approved in the

RECOMMENDED MOTION:

" I move to approve the professional services contract with Shaw Engineering for development of the RFP for the East Wastewater Treatment Plant Upgrades."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

1. Approve the contract as presented.
2. Approve the contract with modifications.
3. Reject the contract.
 - This would delay the RFP and shift the schedule for design procurement and subsequent construction activities.

BACKGROUND:

The City's East Wastewater Treatment Plant requires phased upgrades to address aging infrastructure, hydraulic limitations, and regulatory requirements identified by NDEP. A Preliminary Engineering Report (PER) was completed in April 2025 and outlines recommended improvements and sequencing for future design and construction.

To initiate the design phase in 2026, the City must prepare and issue a Request for Proposal (RFP) in compliance with NRS 625.530. Due to the technical complexity of the PER, project phasing, and regulatory components, specialized engineering assistance is necessary to prepare the RFP package, develop evaluation criteria, and support the procurement process.

Shaw Engineering submitted a proposal on November 24, 2025, outlining a complete scope of services and fee of \$33,750 to support the City with RFP preparation and procurement.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. COF Long Form Contract
2. !CoF Wastewater RFQ Proposal 2025.11.20-Rev1

CONTRACT

A Contract for Professional Services

THIS CONTRACT is made and entered into this 4th 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 SHAW ENGINEERING a Nevada corporation whose address is: 20 Vine St. Reno, NV 89503 ("Contractor").

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

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

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

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

1. **CONTRACT TERM:** This Contract shall be effective from the day it is approved by the City Council (which date shall be inserted into the introductory paragraph of this Contract) and, subject to appropriation, shall remain in full force and effect until the services are completed unless terminated earlier pursuant to Section 6.

2. **CONTRACTOR'S SERVICES:**

a. **Description of Services.**

i. **Attachments:**

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

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

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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 A and incorporated herein by this reference.
- b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.
- c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).
- d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year.

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

If to the City: City Manager
 City of Fernley
 595 Silverlace Blvd.

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A Contract for Professional Services

If to Contractor: Shaw Engineering
20 Vine St.
Reno, NV 89503

5. INSPECTION & AUDIT:

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

6. TERMINATION OR SUSPENSION:

- a. **Suspension.** The City may suspend, without cause, the performance by Contractor under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Contractor. The suspension shall be effective as of the date set forth in the written notice.

____ Contractor's Initial

____ CoF Representative

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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

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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

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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

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A Contract for Professional Services

CONTACTOR NAME has entered into a contract with Owner to perform work from THE 4th DAY OF DECEMBER, 2025 to THE 30th DAY OF JUNE, 2026 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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.

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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

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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

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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

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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

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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

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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

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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____.



November 20, 2025

Ms. Ana Navarro

City of Fernley
595 Silver Lace
Fernley, NV 89408

**Re: Development of a Request for Qualifications – East Wastewater Treatment Plant Upgrades
Professional Engineering Services Support Proposal**

Dear Ms. Navarro:

Shaw Engineering, LTD (Shaw) is pleased to submit this proposal to assist the City of Fernley (City) with the development of a Request for Qualifications (RFQ) for engineering design services associated with recommended improvements at the East Wastewater Treatment Plant (EWWTP). This proposal was prepared based on a preliminary review of the *East Wastewater Treatment Plant Preliminary Engineering Report* dated April 2025.

Task 1.0 PER Review

This task includes a full review of the analysis and recommendations of the "City of Fernley East Wastewater Treatment Plant Preliminary Engineering Report" prepared by Lumos and Associates. Following the initial review of the PER, Shaw will meet with City staff to confirm the goals and scope of the RFQ document and the goals and scope of the upgrade project.

Task 2.0 Project Phasing and Sequencing Plan

This task includes reviewing the recommended project phasing plan in the EWWTP PER document and how it coincides with the 2024 Draft Sewer Master Plan (SMP). The goal of this task is to align the project recommendations provided in the EWWTP PER and 2024 SMP and provided a sequenced improvement plan to ensure the infrastructure needing the most attention is repaired, replaced, or upgraded first.

Task 3.0 RFQ Development

This task includes complete development of an RFQ document to be utilized for the procurement of a design engineer for the upgrades to the East Wastewater Treatment Plant. The RFQ document is anticipated to include the following sections:

1. Project Background and Description
2. Scope of Engineering Services
3. Firm Qualification Requirements
4. Evaluation Criteria (in accordance with NRS 625.530)
5. Submittal Instructions and Timelines
6. Federal and/or State Funding requirements

Task 4.0 RFQ Review and Finalization

Following completion of the draft RFQ document Shaw will conduct a workshop with City staff to identify language and material which falls outside of the intended scope of the project and add in any language or material which may not have been included. Following the workshop, Shaw will revise the RFQ document and provide a completed Final RFQ document for advertisement.

Task 5.0 Procurement Phase Services

During the engineer procurement phase, Shaw will provide ongoing technical and administrative support to assist the City in successfully issuing, clarifying, and managing the procurement for engineering services. Shaw will respond to written questions and Requests for Information (RFIs) submitted by prospective proposers and prepare and issue addenda as needed to clarify the scope of work. Services also include attending a pre-proposal meeting, assisting with the preparation of meeting materials, responding to technical inquiries regarding the project background or PER findings, and coordinating with the City to ensure all responses are consistent with project objectives and selection regulations.

Task 6.0 Meetings, Coordination and Support

Shaw will attend meetings and provide general coordination and support services throughout the duration of the RFQ process. The services will include attendance and facilitation of project meetings with the Owner, regulatory agencies, and other stakeholders as needed to review progress.

Shaw anticipated the following schedule for development of the RFQ document. This schedule has been developed under the assumption that a contract for professional engineering services will be executed at the December 17th, 2025 City Council Meeting.

Task	Completion Date
Project Start	December 18 th , 2025
Complete Review of PER	January 8 th , 2026
Project Phasing and Sequencing Plan Deliverable	January 15 th , 2026
RFQ Draft	January 30 th , 2026
RFQ Final Document	February 13 th , 2026
RFQ Procurement	Mar. 20 th , 2026 – Apr. 20 th 2026

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

Task 1.0	PER Review and Project Kickoff	\$	6,500
Task 2.0	Project Phasing and Sequencing Plan	\$	3,200
Task 3.0	RFQ Development	\$	10,000
Task 4.0	RFQ Review and Finalization	\$	2,500
Task 5.0	Procurement Phase Services	\$	8,000
Task 6.0	Meetings, Coordination and Support	\$	3,500
		Total	\$ 33,750

The work listed above will be billed based on time and materials at the fee schedule attached.

Per NRS 625.545, Shaw Engineering maintains a continuous policy of professional liability insurance covering the tasks included in this proposal.

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

Sincerely,

SHAW ENGINEERING



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



Cody Black, P.E.
Senior Principal Engineer
cody@shawengineering.com
(775) 329-5559

2025 FEE SCHEDULE

PROFESSIONAL

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

TECHNICAL

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

ADMINISTRATIVE

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

OTHER

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

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



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Treston Rodriguez

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-610-322 (Professional Services
- Other)

ACTION REQUESTED: Consent

AGENDA ITEM:

(For Possible Action) Possible action to approve a contract with Matrix Design Group for the City of Fernley Comprehensive Master Plan Update in an amount not to exceed \$300,000.

AGENDA ITEM BRIEF:

The City's current Comprehensive Master Plan was adopted in 2018. Since that time, Fernley has experienced significant growth, initiated several major planning efforts (including preparation of the North, Southwest, and South Fernley Area Plans, as well as a citywide Capital Improvement Plan and Impact Fee Study), and faced increasing housing, infrastructure, and economic development pressures. The Comprehensive Master Plan Update will provide a unified, 20-year vision to guide land use, housing, transportation, utilities, open space, and community services while aligning with regional priorities and state requirements. Approval of this contract ensures a coordinated, data-driven, and community-responsive update that will serve as the foundation for future planning and capital investment decisions.

RECOMMENDED MOTION:

N/A

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

If removed from the Consent agenda: I move to approve the contract with Matrix Design for the City of Fernley Comprehensive Master Plan Update in an amount not to exceed \$300,000.

BACKGROUND:

The City of Fernley was incorporated in 2001 and adopted its current Comprehensive Master Plan in 2018. Since that time, the City has experienced substantial residential and commercial growth supported by regional economic expansion and improved transportation connectivity along Interstate 80 and U.S. 95A. The 2018 Plan established a foundation for land use, housing, and infrastructure planning but is now outdated in light of current development trends, population growth, and evolving economic conditions.

In recent years, the City has initiated several major planning efforts, including preparation of the North, Southwest, and South Fernley Area Plans, as well as a citywide Capital Improvement Plan and Impact Fee Study. These initiatives are currently underway and will provide essential technical data and policy direction for future growth management. However, the existing Comprehensive Master Plan does not yet integrate these ongoing efforts or reflect the City's updated vision for balanced growth, fiscal sustainability, and community livability. The Comprehensive Master Plan Update will consolidate existing and emerging planning documents into a single, cohesive policy framework that guides future decisions on land use, housing, transportation, utilities, conservation, and open space. The update will also evaluate public facility capacity and establish an implementation strategy identifying responsibilities, timelines, and funding mechanisms to ensure that plan objectives are achievable.

Following review of eight submittals received in response to the City's Request for Proposals, Matrix Design Group, was selected as the most qualified firm to complete the Comprehensive Master Plan Update.

The update will be managed by the City's Planning Department, with Matrix Design Group leading technical analysis, public engagement, plan drafting, and adoption support. Upon completion, the Comprehensive Master Plan Update will serve as the City's primary policy document guiding long-term growth, investment, and infrastructure planning.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

- NRS Chapter 266 – General Law for Incorporated Cities: Authorizes the City to enter into contracts for professional services necessary to carry out municipal functions.
- NRS Chapter 278 – Planning and Zoning: Establishes the statutory framework and required elements for a comprehensive master plan, including land use, housing, transportation, public facilities, and conservation.

FINANCIAL IMPLICATIONS:

The total contract amount of \$300,000 is budgeted under Account 100-610-322 (Professional Services – Other). Funding covers all phases of the Comprehensive Master Plan Update, including data analysis, public engagement, plan drafting, and adoption support. No additional appropriation is required beyond the approved contract amount.

ATTACHMENTS:

1. Contract - Matrix and COF - Comp Plan Update
2. Proposal – Matrix Design Group Comprehensive Master Plan Update

CONTRACT

A Contract for Planning Consulting Services

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

and

Matrix Design Group, Inc.
2435 Research Parkway, Suite 300
Colorado Springs, CO 80920
(Consultant)

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 (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.** Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.
 - B. **Performance Standards.** In performing the services set forth in this Contract, Contractor shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract.
 - C. **Changes to Contractor's Services.** The City may, at any time, make changes to the services to be performed by Contractor under this Contract. If the change requested by the City causes an increase or decrease in the cost or time required

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A Contract for Planning Consulting Services

to perform any of the services required under this Contract, an equitable adjustment may be made in the compensation to be paid to Contractor.

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

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

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

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

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

If to Contractor: Matrix Design Group, Inc.
 2435 Research Parkway, Suite 300
 Colorado Springs, CO 80920

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,

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upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

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

6. TERMINATION OR SUSPENSION.

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

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expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.

D. Default or Breach. A default or breach (an “Event of Default”) may be declared with or without termination. Each of the following shall constitute an Event of Default:

1. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
2. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
3. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.

E. For Cause Termination and Time to Correct. Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

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

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A Contract for Planning Consulting Services

3. Continue with the performance by the Contractor and serve within a reasonable time after completion of the Contract a notice of claim or dispute.

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

1. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
2. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;
3. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
4. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
5. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).

7. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.
8. **ATTORNEYS' FEES, COSTS, AND EXPENSES.** Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Contract.
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,

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pandemics, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

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

12. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be 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

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A Contract for Planning Consulting Services

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.

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

CONTRACT

A Contract for Planning Consulting Services

Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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

B. Commercial General Liability Insurance

1. Minimum Limits required:

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

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

C. Business Automobile Liability Insurance

1. Minimum Limit required: **\$150,000** Each Occurrence for bodily injury and property damage. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).

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

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

D. Umbrella or Excess Liability Insurance

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

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

E. Commercial Crime Insurance

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

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

F. Performance Security

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

G. General Requirements.

1. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
2. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
3. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
4. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.
5. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed, and shall provide that notices

CONTRACT

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required by this paragraph shall be sent by certified mail to the address shown below.

6. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.

14. EVIDENCE OF INSURANCE. Prior to the start of any work, Contractor must provide the following documents to the City:

1. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
2. Additional Insured Endorsement: An Additional Insured Endorsement or its equivalent (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
3. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
4. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

CONTRACT

A Contract for Planning Consulting Services

and withhold the costs or premium payments made from the payments due to Contractor or charge the replacement insurance costs back to Contractor.

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

A. Contractor is required to obtain a City of Fernley business license prior to commencing work unless Contractor qualifies for an exception. Contractor is also required to provide a W-9 to the City's Finance Department.

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

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

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

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

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- 19. ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the City.
- 20. PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.
- 21. PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential," provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
- 22. FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:
- A.** Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

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- B.** Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- C.** Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
- 23. LOBBYING.** The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency, legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
- 24. STANDARD OF CARE.** Notwithstanding any provision herein to the contrary, with respect to the performance of professional services, Contractor shall exercise the same degree of care, skill, and diligence in the performance of professional services as is ordinarily possessed and exercised by a professional under similar circumstances.
- 25. PROPER AUTHORITY.** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
- 26. GOVERNING LAW; VENUE.** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.

CONTRACT

A Contract for Planning Consulting Services

- 27. INTEGRATED CONTRACT.** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital. In the event of any conflict between the terms hereof and the Contractor's terms and conditions, the terms of this Contract shall control and govern.
- 28. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by electronic email, telephone, or facsimile. This Agreement may also be executed and delivered by any digital or electronic signature complying with the Electronic Signatures in Global and National Commerce Act and Nevada Revised Statutes 719.260, the terms and effect of which statutes are incorporated herein by this reference, including, without limitation, portable document format (.pdf). The parties agree that www.docuSign.com shall be an acceptable digital or electronic signature provider.
- 29. ADVICE OF COUNSEL.** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.
- 30. MODIFICATION; NO WAIVER.** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such

CONTRACT

A Contract for Planning Consulting Services

party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.

- 31. INTERPRETATION OF AGREEMENT.** This Contract shall be construed without regard to the party or parties responsible for its preparation, and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.
- 32. COOPERATION OF PARTIES.** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.
- 33. NON-DISCRIMINATION.** In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

Dated: _____

CITY OF FERNLEY

City of Fernley Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Dated: _____

City Attorney

CONTRACT

A Contract for Planning Consulting 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)

DATED this _____ day of _____, 20__.

STATE OF _____)
County of _____) ss

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

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

A Proposal for

City of Fernley Comprehensive Master Plan Update

September 19, 2025



Prepared for
City of Fernley



September 26, 2025

Michele Rambo, AICP, Planning Director
City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

RE: Request for Proposals: Fernley Comprehensive Master Plan Update

Dear Ms. Rambo:

Matrix Design Group, Inc. (Matrix) is excited to submit our proposal to assist the City of Fernley in the crucial task of updating its Comprehensive Master Plan. With project team members having worked for Nevada municipalities, including Fernley, and extensive experience in community planning, Matrix is uniquely qualified to deliver a vision that captures Fernley's growth dynamics and community values.

Our Understanding of Your Needs: The City of Fernley seeks a partner to help navigate its growth and diversification, maintaining a balance between development and the preservation of its cherished unique character. Your emphasis on practical, adaptable and data driven planning solutions and robust community engagement aligns perfectly with our expertise.

Matrix's Qualifications and Expertise:

- **Local and National Experience:** With over 25 years in the planning industry, our team has completed projects across Nevada and throughout the U.S. — including those in similarly sized cities—that demonstrate our capability to adapt and innovate in line with both community aspirations and legislative requirements. *Supplementing our team is Fred Turner, out of Reno, who was a previous Community and Economic Development Director and Interim City Manager for Fernley.* His experience and familiarity with the community will ensure we can hit the ground running.
- **Award-Winning Community Engagement:** Renowned for our advanced virtual and in-person engagement strategies, Matrix will prioritize placing the City of Fernley's residents and stakeholders at the core of the planning process. Our commitment to extensive community participation means that the comprehensive plan will be deeply informed by those it is designed to serve, ensuring it truly reflects the aspirations and needs of the Fernley community.
- **Innovative Planning Technologies Tailored for Fernley:** Our comprehensive planning approach is customized for your community, utilizing the latest in technology and planning trends such as interactive GIS mapping and web applications, hands-on scenario planning, and virtual public engagement platforms, as well as traditional in-person engagement and events. This ensures Fernley's Comprehensive Master Plan will be dynamic and adaptable as the city grows, providing powerful analytics to support informed decision-making and maintaining the plan's relevance through future changes.
- **Integrated Approach:** As a full-service firm, Matrix offers a comprehensive range of services from technical solutions and geospatial mapping to graphic design and document production. Our team includes accredited planners, housing and transportation specialists, economic development experts, ecologists

and wildlife biologists, environmental scientists, GIS analysts, and other professionals, all working under unified procedures and standards while maintaining flexibility to adapt to evolving project needs.

- **Executable Plans:** Our multidisciplinary team leverages the latest in GIS technology, environmental analysis, and urban design to create tailored plans that are not only visionary for the specific needs of each community, but also executable and achievable within the means of available community resources.

Why Matrix is the Right Choice:

- **Proven Track Record:** Our extensive community planning work has equipped us with a nuanced understanding of the City's regulatory and socio-economic environment, enabling us to foresee and mitigate challenges effectively.
- **Commitment to Innovation and Quality:** We bring cutting-edge planning methodologies and a commitment to high-quality deliverables that anticipate and catalyze future growth.
- **Alignment with Fernley's Goals:** Our approach is tailored to align with Fernley's long-term vision, ensuring that the updated Comprehensive Master Plan is a dynamic, living document that guides the city toward sustainable development.

Matrix is committed to Fernley's vision of thoughtful growth and community-focused planning. We are prepared to allocate all necessary resources to ensure the project's success, completed on time and within budget.

In addition to the undersigned, the following company officers are authorized to represent the firm:

Name	Title	Contact Information
Sal Nodjomian	Chief Executive Officer	320 Bayshore Drive, Suite B, Niceville, FL 32578 850.279.4298 sal.nodjomian@matrixdesigngroup.com
Zakary Payne	Chief Operations Officer	8023 Vantage Drive, Suite 320, San Antonio, TX 78230 726.216.6670 zakary.payne@matrixdesigngroup.com
Charlie Kuhl	Senior Vice President Executive Director – CD&I	8023 Vantage Drive, Suite 320, San Antonio, TX 78230 726.216.6670 charlie.kuhl@matrixdesigngroup.com
Drew Beck	Senior Vice President Executive Director – Water and Environment	707 17 th Street, Suite 3150, Denver, CO 80202 303.572.0200 drew.beck@matrixdesigngroup.com

We appreciate the opportunity to propose our services for this transformative project. Should you have any questions, I can be reached at charlie.perham@matrixdesigngroup.com or by phone at 571.969.0495.

Sincerely,

Matrix Design Group, Inc.



Charlie Perham
Senior Vice President
Director, Advanced Solutions
Officer-in-Charge

Technical Experience

1



Technical Experience

The Matrix team comprises experts who know that the process of building exceptional communities begins with crafting exceptional plans. **Matrix stands as a beacon of excellence in community and regional planning across the U.S.** Whether it's rural counties or bustling metropolitan areas, our seasoned planners have contributed to the strategic blueprints guiding growth and fostering economic development. Our team's expertise extends to integrating compatibility planning tools and steering land use and resource decisions at both local and regional levels.

A key facet of our award-winning approach to planning is our integration of modern technology and methods with traditional planning techniques. Whether utilizing the latest GIS/scenario planning programs, social media, or community engagement software, we understand how to produce high-quality plans and deliverables in the most engaging, modern, and effective ways. We also believe that the public participation process plays a vital role in the development and implementation of any land use study or plan. Our team recognizes the importance of a multilevel outreach program that successfully engages the broad demographic spectrum of residents and businesses. This includes techniques to reach out to and engage typically underrepresented populations. We have a proven track record of engaging these populations, including busy families, seniors, youth, and other hard-to-reach populations. We do this by forming strategic partnerships with community organizations, focusing on multiple channels of cost-effective outreach, and harnessing the power of electronic and social media. Our approach to community outreach is organized to achieve three objectives:

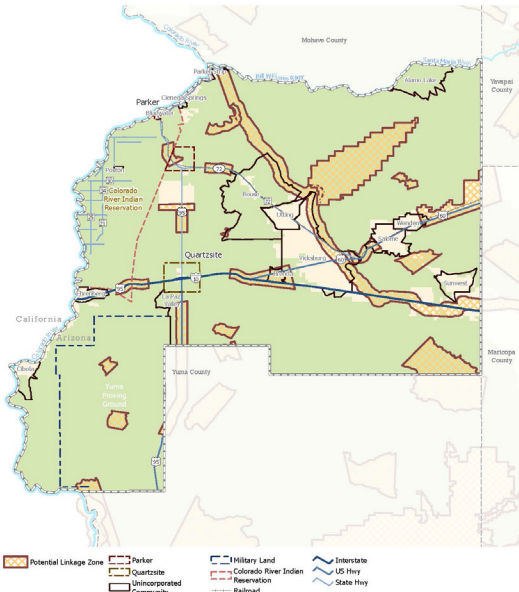
- **An inclusive process** — engage as many members of the community as possible.
- **An instructive program** — educate citizens and decision-makers on the process, issues, options, and potential solutions.
- **A validating experience** — ensure that citizens and decision-makers are heard and that they see their voices making a difference in the plan development.

The following example projects are not comprehensive of Matrix's depth of experience, but offer a small showcase of our efforts which have produced award-winning planning products and enabled a bright future for communities. The following pages highlight selected project examples that demonstrate our relevant experience, technical capabilities, and commitment to delivering results on behalf of our clients.



20+

APA and
IAP2 Project
Awards for
Community
Planning
and Public
Outreach



LA PAZ COUNTY, ARIZONA

LA PAZ COUNTY COMPREHENSIVE PLAN

Matrix recently completed an ambitious Comprehensive Plan for La Paz County, designed to ignite economic development and boost tourism. **La Paz County is similar to Fernley in that it has a large undeveloped land area and has development constraints of federal and state land ownership.** By meticulously analyzing current conditions and pivotal factors, this plan aims to transform selected geographies into thriving economic opportunities to bring new jobs and industry. It addresses essential state-required elements such as land use, growth areas, and water resources while seamlessly integrating vital components like economic development, tourism, energy, and housing. Our approach was data-driven, drawing insights from local stakeholders and public sources to craft a strategic vision that resonates with community aspirations. Recognizing demographic shifts like a declining population and aging residents, the plan focuses on revitalizing economic growth and meeting housing demands.

REFERENCE

Stephanie McDowell, 
County Administrator
La Paz County 
928.669.6115 
smcdowell@lapaz.gov 

CHINO VALLEY, ARIZONA

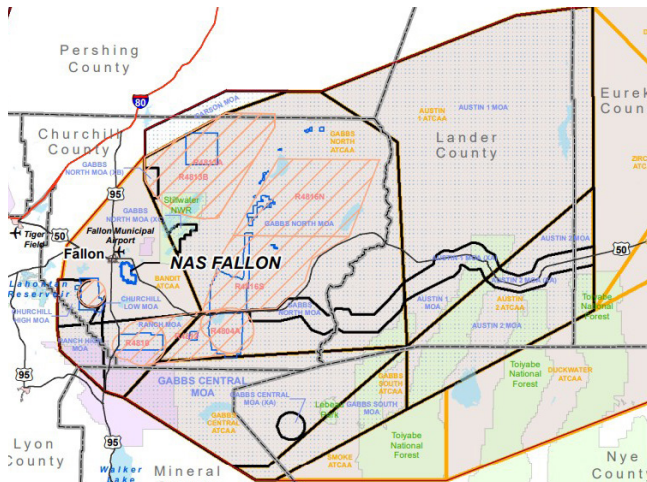
CHINO VALLEY GENERAL PLAN

Located in a valley between the Bradshaw Mountains and the Black Hills in Yavapai County, Arizona, Chino Valley was experiencing increased growth from tourism and second homes that challenged the rural character of the community. With a population of around 14,000, **Chino Valley is a small community than Fernley, but both have similarities of large planning areas with undeveloped land, constrained by private and state ownership and are served primarily through regional highway access.** While each community has seen recent growth as residents of closer larger municipalities find more affordability, both communities have similar growth challenges related to water availability and increased housing costs. Recent years have seen rapid growth with the community's population outpacing both state and county rates. These trends have provided challenges to the community whose residents take pride in a rural, Western heritage and desire to retain this character as mounting development pressures impact the area. Matrix developed goals and policies to achieve this vision of balancing growth while retaining the rural characteristics that make Chino Valley special. Another important component of the Plan was ensuring it aligned with recent changes in State legislation. Development of the Plan relied heavily on community engagement. This resulted in broad public engagement through online resources and in-person events including a tailored Ambassador program which ensured the community's vision was supported.

REFERENCE

 Laurie Lineberry, AICP
Development Services Director
 City of Chino Valley
 928.636.4427
 llineberry@chinoaz.net





CHURCHILL COUNTY, NV

NAS FALLON JOINT LAND USE STUDY

Naval Air Station Fallon (NAS Fallon) is situated in Churchill County, Nevada roughly 70 miles east of Reno. The main installation occupies more than 8,600 acres of land with oversight of 240,000 additional acres of training ranges. This project involved eight counties and two cities, including Fernley. **Assessment was done of the planning framework in the counties and cities – comprehensive plans, zoning codes and overlay districts, and subdivision regulations, to identify their currency for addressing compatibility, how they can be modified to address compatibility, the extent of change required to address compatibility and the impact of the changes on community growth and economic developments.** A coordinated effort was necessary to ensure compatible growth throughout the region with a continued expansion of military operations. This cooperation allows the installation to maintain its advanced training and testing efforts, as well as continue to be a productive member to the local community and economy. Matrix collaborated with Churchill County during the NAS Fallon Joint Land Use Study to propose improvements to existing policies and strategies. Through the public involvement process, Matrix was able to compile relevant data and maps, analyze potential land use conflicts and evaluate future development potential.

REFERENCE

This project was completed in 2015. As a result, there are no available references.

SOCORRO, TEXAS

SOCORRO 2040 PLAN

The City of Socorro's 2040 Comprehensive Plan emphasized the local growth that had occurred since the last plan was created, along with established forecasts of local and regional trends for Socorro's economy, business atmosphere, future land uses, historic preservation, demographics, natural growth, and development. **Similar to Fernley, Socorro is growing due to its proximity to a larger community and being a more affordable option.**

As we anticipate to be in the Fernley Plan, the Socorro planning process focused on maintaining the community's family-oriented characteristics while providing economic prosperity, preservation of resources, affordable housing and a high quality of life for all who live, work, and visit. Matrix engaged with diverse stakeholders and staffed a booth in the City's monthly Socorro Sunday event to promote the 2040 Comprehensive Plan process and encourage participation with visual preference voting boxes and youth engagement surveys. Our team used these outcomes of these efforts and our assessment of economic trends to develop future land use recommendations that fostered responsible development while preserving the City's unique character and natural resources. A particular highlight of the resulting plan is that Socorro's Rio Vista Bracero site was designated a National Historic Site.

REFERENCE

-  Lorraine Quimiro, MPA, AICP
City Planner Director of Development
-  City of Socorro
-  915.872.8531 ext. 5201
-  lquimiro@costx.us



BUCKEYE, AZ

BUCKEYE GENERAL PLAN

This comprehensive update to the City of Buckeye's General Plan addressed changes to Arizona Revised Statutes. **Similar to Fernley, Buckeye is a growing community due to its proximity to larger urban areas and affordability of homes. Buckeye also has a very extensive planning area that is largely undeveloped.**

With 22 general plan elements, including state-mandated and additional elements identified by the City, the final plan ran the risk of being difficult to understand and hard for staff to implement. Theming of the plan elements was essential for addressing this issue and achieving a usable and implementable plan. Three themes were developed to group like elements: growth, services, and stewardship. Throughout the project all elements were discussed and presented in this context so that the public was able to quickly understand the topics and participate in discussions. This was true for stakeholders who were new to the process or those who were involved throughout. This approach led to a listing of goals, policies, and implementation strategies in a table format that showcased cross-references and eliminated duplication.



REFERENCE

-  Adam Copeland, AICP
Deputy Director, Planning
-  City of Buckeye
-  623.349.6210
-  acopeland@buckeyeaz.gov

PROJECT LINKS

Many of the high-quality deliverables from these projects are still available online. The following weblinks provide direct access to relevant final products developed by members of the Matrix team and their community clients..

-  **LA Paz County Comp. Plan:** <https://www.lapazcompplan2035.com/images/final/La%20Paz%20Comprehensive%20Plan.pdf>
-  **Chino Valley General Plan:** https://www.makeitchinogeneralplan.com/images/docs/CVGP_CouncilApproved_2023%2007%2006a.pdf
-  **Buckeye 20240 General Plan:** <https://www.buckeyeaz.gov/home/showpublisheddocument/6300/637928096311900000>
-  **Socorro 2040 Plan:** <https://costx.us/wp-content/uploads/2024/08/Socorro-2040-Comprehensive-Plan-July-2024-1.pdf>
-  **Fallon JLUS:** https://www.nelliscomplexilus.com/images/docs/reference/nasf_jlus_background_report_final_2015_05_sm.pdf

Scope of Services

2

Scope of Services

Statement of Understanding

Over the past decade, the City of Fernley has undertaken a series of strategic planning initiatives to guide its growth and development. These include comprehensive plans for parks, transportation, water, and land use, all rooted in community-driven principles such as coordinated service delivery, compatible development, housing diversity, and job creation. The 2018 Comprehensive Master Plan, updated from earlier versions, provides a flexible framework for managing population growth, infrastructure, and resources. However, due to changes in the community, state, and legislation over the past several years, the comprehensive plan needs to be updated.

In 2019, the City Council authorized the advancement of the Fernley Lands Bill, targeting parcels for recreation and public use, with approximately 40% of the Southwest Area currently under Bureau of Land Management ownership and slated for conveyance to the City. The 2020 Development Code overhaul introduced new zoning districts, streamlined administrative procedures, and clarified roles for city planning bodies. It also addressed accessory dwelling units (ADUs), urban agriculture, and land use regulations.

Recent efforts include the 2025 Design Guidelines and Area Plans for Fernley's largest remaining developable areas: the North and Southwest regions, with the South Area plan currently under development. These plans incorporate community engagement, infrastructure analysis, and implementation strategies to support sustainable and compatible growth aligned with the city's long-term vision.



Method of Approach

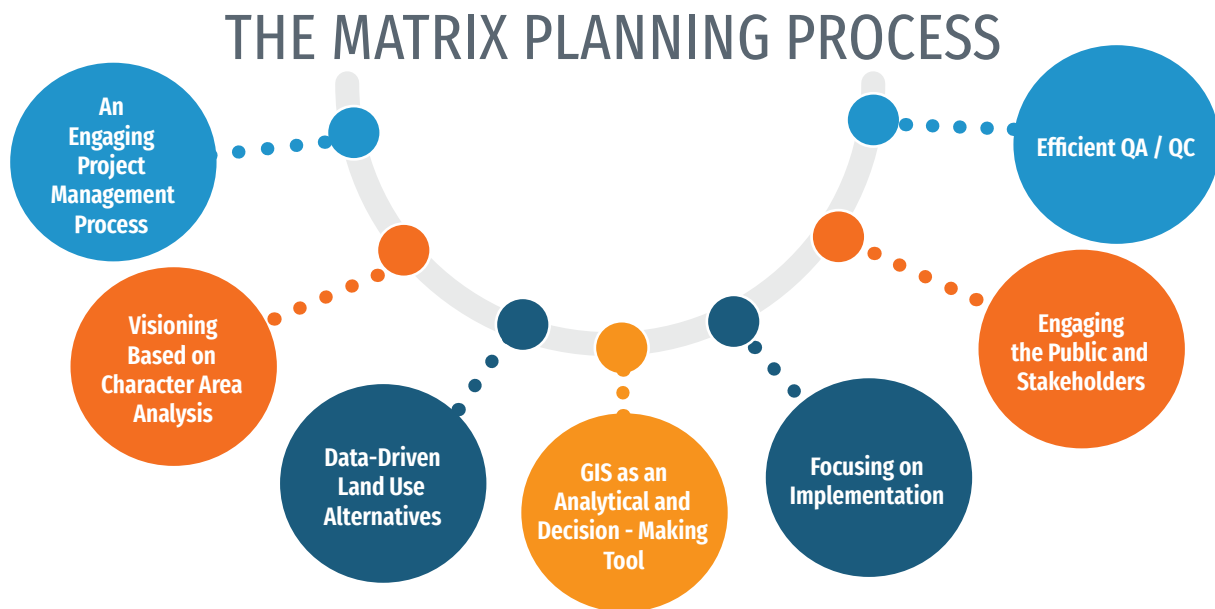
Our approach is built on meaningful conversations with community members and local experts, supported by proven land use practices. Each comprehensive plan we develop is tailored to reflect the unique needs, values, and economic conditions of the community. We begin with thorough data collection, stakeholder interviews, and a targeted public engagement strategy designed to build momentum and ensure broad participation. The Matrix public input strategy ensures that residents are involved after initial research has identified the core issues, and then further involves them to actively participate in shaping practical, community-supported solutions.

Our strategy for public and stakeholder engagement emphasizes inclusivity, ensuring all community members can participate and influence the planning process. We utilize interactive workshops, community events, and digital platforms like our [IDPlaces app](#) for location-based feedback, alongside online community questionnaires accessible through the project website.

We integrate modern technology with traditional methods to enhance our engagement efforts, with tools like virtual and in-person open houses and tailored communication via project websites and social media outreach. Interactive techniques, such as large format map-based exercises for visioning and scenario planning and small working groups for deeper insights, are key components of our approach.

The Matrix approach is grounded in this simple philosophy: *listen to the client's needs and engage the community to provide integrated solutions and build a livable, healthy, and resilient community in which to live, work, and play.*

This approach results in a usable plan that is based on a range of visioning outcomes with creative and innovative alternatives specifically tailored to each community's unique identity and situation. We will help turn Fernley's vision into reality by understanding when to preserve, protect, and leverage the best characteristics of the community's built and natural environments.



An Engaging Project Management Process

Our Project Management Team combines the expertise of Charlie Perham as Officer-in-Charge, Bren Cox, AICP as Project Manager, and Shane Ammerman as Deputy Project Manager. This multi-tiered Management Team structure is designed to give ready access to our clients and our staff. The members of the management team have decades of experience. Charlie will provide overall project oversight and technical direction, addressing any project issues as needed. As Project Manager, Bren will be responsible for day-to-day project management and task delivery, and all team members will report directly to him. He will be the primary point of contact for the City's Project Manager. To ensure satisfactory and timely completion of the project, all project communications will be directed to and through the Project Management Team. We propose to hold regular coordination meetings with Fernley staff and provide monthly progress reports and invoices describing tasks completed and milestones in progress. We are also available via email, Microsoft Teams, text messages, and phone, and our local team member, Fred Turnier, based in Reno, NV, can provide a swift, in-person response when needed. Matrix is flexible and receptive to emerging needs and changes in approach.

Visioning Based on Character Area Analysis

We will truth-test the City's current vision statement. Our visioning process will be based on a thorough review of Fernley's unique aspects, places, and neighborhoods to identify distinctive and important character areas. This is an essential step in our planning process as it recognizes the unique enclaves within a community but ties them into the larger Comprehensive Master Plan. Because character area planning is essentially about place, it provides the basis for local planning empowering a community to protect its desirable features, while establishing a unique identity supporting a thriving, diverse, and sustainable population in Fernley.

Data-Driven Land Use Alternatives

Matrix fully understands the importance of accurate and reliable market demand estimates relating to future land use requirements — particularly considering evolving consumer behavior and ongoing changes within the workplace. To provide Fernley with such forecasts, Matrix can perform a community-wide study using a mixed-methods approach to estimate future market demand for housing, retail, hotel, restaurants, office, research and development, and industrial uses. We bring lessons learned and best practices from all over the U.S. Our mixed-methods approach will utilize consumer, economic, and real estate market data for quantitative analyses and interviews with local planners, private-sector developers, property managers, local business leaders, and other stakeholders and practitioners for qualitative analyses.

Using GIS as an Analytical and Decision-Making Tool

Matrix is a proud, vetted member of the Esri Partner Network. Esri is the global market leader in GIS technology and partners exclusively with companies that exemplify excellence in GIS and location technology. Partners are trusted practitioners of GIS and help leverage ArcGIS technology.

We support clients through our knowledge and expertise, solutions, implementation services, and dynamic content. ***Matrix is a GIS leader, and we are excited to offer you the benefits of this unique partnership on this important endeavor.***

Through our nationally recognized GIS expertise and Esri partnership, we produce effective visualization tools engaging online GIS StoryMaps that share and receive information, and “what-if” scenarios to communicate changes from the existing conditions in Fernley to the ultimate vision identified in the final Comprehensive Master Plan .

We utilize GIS to map, measure, and analyze alternative land use scenarios. Rather than simply viewing and responding to different land use colors and patterns on a map, this advanced scenario mapping tool will allow City staff, stakeholders, elected officials, and community members to understand the anticipated impacts that different land use changes will have on elements such as population estimates, housing distribution, water use, sales tax, vehicle miles traveled, walk accessibility, and energy use.



Focusing on Implementation

Our plans are distinguished by their graphically rich layouts and strong emphasis on practical implementation. We believe that even the most innovative plan holds little value if it isn't put into action. *Therefore, we focus on creating plans that are realistic, fiscally sound, community-supported, and easy to understand and implement.* Our final products are designed for exceptional usability and ease of maintenance. We will produce a polished, practical, and impactful plan that serves as a functional guide for future planning and resource decisions across departments.

Engaging the Public and Stakeholders

Our team members bring decades of cumulative experience, lessons learned, and honed expertise in public engagement to the creation of community- and region-specific, goal-directed plans. We maximize the participation of all stakeholder groups, including underrepresented and/or geographically dispersed residents, and leverage different technologies, media, and avenues of participation to best generate equitable consensus-based solutions. Matrix will coordinate closely with Fernley staff to ensure that all stakeholders are identified early in the process and the Public Participation Plan is thoughtfully designed to best engage all groups and in all areas of the city. Our award-winning engagement facilitation has proven effective across a wide spectrum of projects and allows us to engage with diverse audiences. We utilize informative and interactive public workshops (in-person and virtual), stakeholder committees, dynamic project websites, in-person and web-based questionnaires, work sessions with commissions and councils, scenario activities and charettes, bus tours, “pop-up” meetings, project ambassadors, fact sheets, attendance at community events, and other methods to engage with the communities we serve.

Our Public and Stakeholder Engagement process is three-pronged: 1) Inclusive, 2) Informative, and 3) Validating:

INCLUSIVE: Engaging the Community

Engagement efforts will include both traditional and non-traditional techniques for reaching out to and engaging the community, including typically under-represented groups. We will do this by forming strategic partnerships with community organizations and neighborhood associations and by using multiple types of cost-effective outreach including social media and other internet forums. We have designed outreach plans that let people participate in the ways they prefer and that meet their schedules, which are easily accessible, and that make clear their input is valued. We use several tools to inform the engage the public, including but not limited to online questionnaires, virtual and in-person open houses, workshops, and attending community events.

INFORMATIVE: Getting the Word Out

Effective public outreach and meaningful engagement hinge on sufficient opportunities for all community members to participate, awareness of those opportunities, and a general understanding of project goals and processes. We use several tools to inform the public of project events and convey details. These include project websites, GIS StoryMaps, social media, and public notices.



VALIDATING: Collecting, Tracking, and Addressing Comments

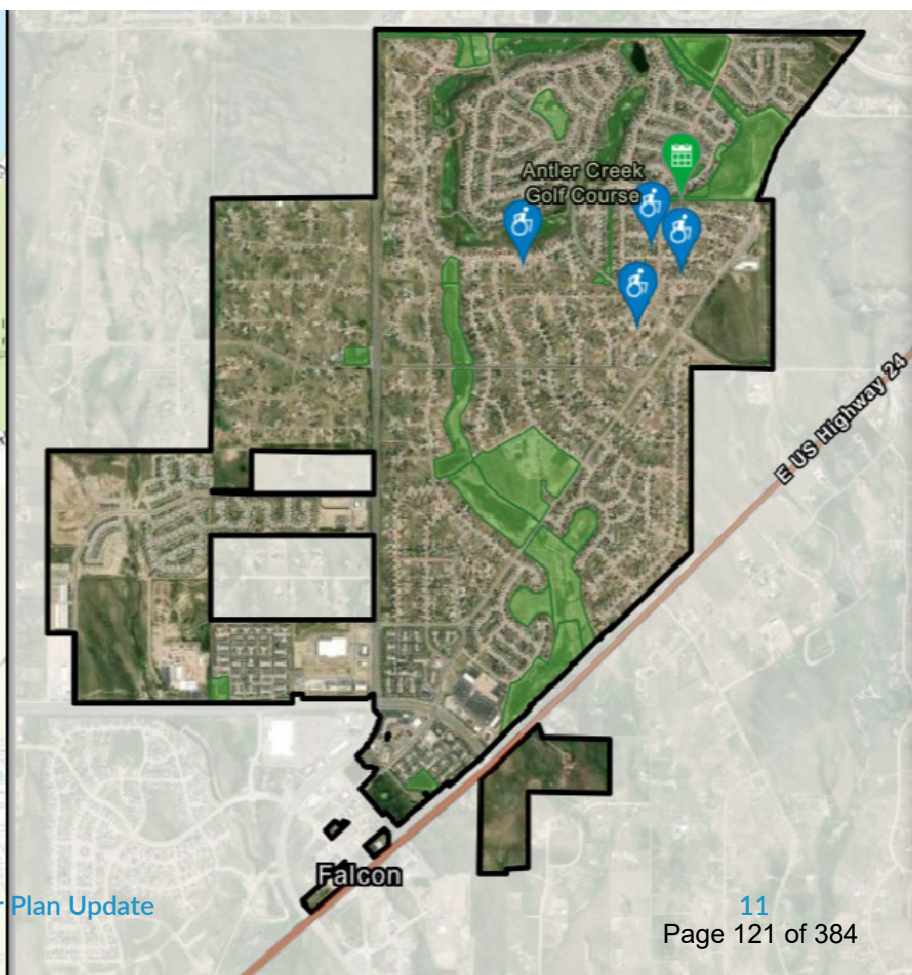
Matrix will maintain a database of all comments received — whether at public engagement events, stakeholder meetings, or through the project website — and a database of all participants who provide comments or sign up for the mailing list. This will help us identify and track common concerns and emergent themes and guide processes and products to align with the community's vision. We will also meet with individuals or groups as needed to fully understand and address concerns. We make sure community voices are heard.

IDPlaces Interactive Mapping

To best support our public engagement processes, Matrix has developed our IDPlaces app that we use on all comprehensive plan projects. This tool is tailored to every project and is easily accessible by all community members.

It is a digital engagement platform that gives the public and stakeholders the ability to put issues on a dynamic, web-based map and provides the community with multiple ways to voice their issues related to specific geographic locations. The app allows participants to mark the geographic area where issues or opportunities exist, add comments, or upload images and documents to create a more interactive experience. Comments are then available for other users to see, creating a collaborative platform. Benefits of the tool are:

- Available 24/7
- Location-based feedback
- Issues identification
- Interactivity



Efficient Quality Assurance / Quality Control

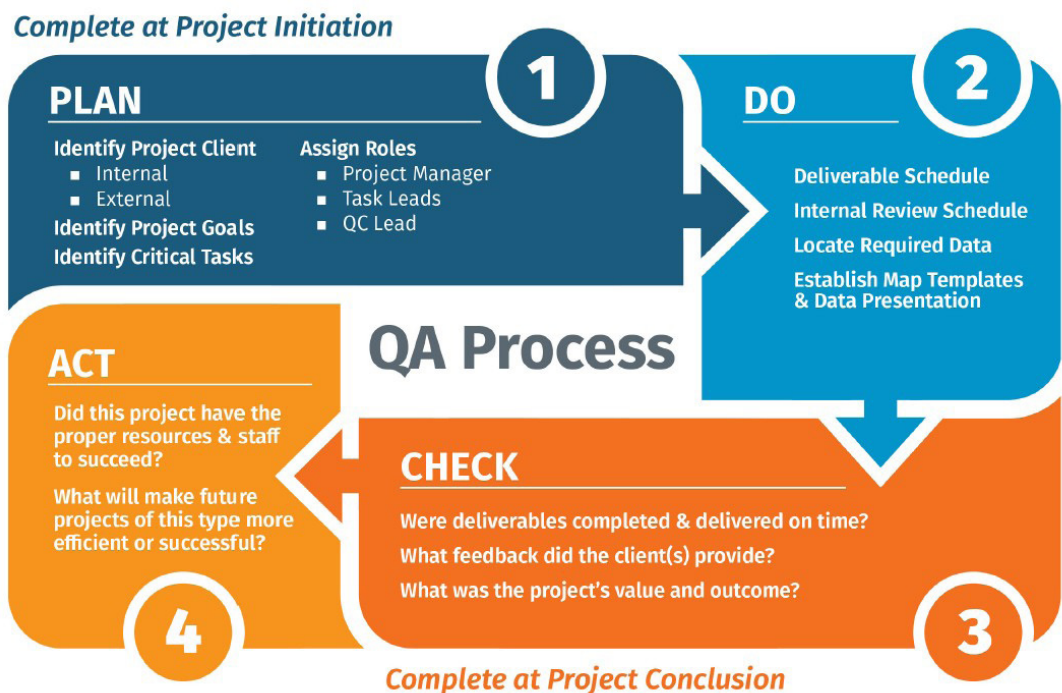
To ensure that all community input is properly documented and considered, and just as important, to ensure that all statutory requirements are met, Matrix maintains a comprehensive and detailed Quality Assurance/Quality Control (QA/QC) process.

The quality of our work is something that Matrix holds of paramount importance. Our reputation and success as a firm depend upon it. Subcontractor agreements will require the firms to adhere to Matrix’s quality program standards and goals. Sarah Jones, AICP will serve as the Quality Control Manager for the work under this contract. She will with all team members to prepare a project Quality Assurance Plan (QAP) that highlights the processes and tools to be used and identifies the milestone reviews and design review procedures that will take place during the project. *Sarah’s background includes previous experience as a Senior Planner with Allen County/Fort Wayne, Indiana where she coordinated a recent update of the comprehensive plan serving both communities. She understands the process and importance from the municipal side and will ensure the Plan meets statutory requirements.*

Quality control procedures include checklists that are marked during the review and then checked as revisions are made to ensure all items requiring attention are addressed. Reports, plans, narrative documents, exhibits, etc. are all reviewed and redlined using an appropriate review checklist as a guide in addition to the professional expertise of the reviewer. The redline document is used while the revisions are made, and then the redlines are highlighted as the specific corrections are completed.

Bren Cox, AICP as Project Manager and Shane Ammerman as Deputy Project Manager will serve as the primary points of contact for all parties involved with the project and are responsible for disseminating information as necessary and appropriate. Our Management Team provides backup and support for City staff to ensure that all project information is communicated accurately, in a timely manner, and efficiently.

By instituting this quality control process, the collaboration among disciplines and staff will be enhanced and the consistency of work products will be dramatically improved. This detailed quality control process will allow team members to spend less time trying to interpret the intent of the plans and avoid making assumptions that are not consistent with the City’s goals.



Our comprehensive scope of work for the City of Fernley Comprehensive Master Plan Update is designed to foster an inclusive, transparent, and community-driven planning process. Building on Fernley's unique assets such as proximity to Reno, location along I-80, large amount of developable land, and access to recreational and wilderness areas, this effort will result in a forward-thinking and actionable Comprehensive Master Plan that reflects the community's vision for the future.

Work will commence upon receipt of the City's Notice to Proceed, with each task and milestone clearly defined in the project schedule. To ensure clarity and accountability, all costs—including individual meetings and deliverables—are itemized in the fee proposal. Our team is dedicated to partnering with Fernley to guide meaningful revitalization, investment, and long-term planning rooted in local values and aspirations. In accordance with the requirements of the Request for Proposals, the deliverables for each task are presented in the Deliverables section of our proposal, on page 29.

Task 1. Project Management and Kick-off

Subtask 1.1. Project Organization and Management

Matrix will work with City staff to accomplish the activities listed below, which will continue for the duration of the project:

- Assist with scheduling and facilitating stakeholder and public meetings
- Prepare notices, agendas, handout materials, maps, and other presentation materials for all meetings required to complete the Comprehensive Master Plan
- Facilitate meetings, either via virtual format or in-person
- Provide monthly status reports/invoices that detail work in progress, work accomplished, and funds expended

- Provide written work products (electronically) and verbal briefings after each major phase
- Update the project milestone completion dates as necessary
- Provide quality control at all levels of the project to ensure it is completed on schedule and budget and that deliverables are complete, comprehensive, and accurate

Monthly Progress Reports

Matrix will submit monthly progress reports and review with the City's Project Manager during status meetings. Monthly progress reports will document the following:

- Summary of work performed, highlighting progress and key milestones
- Tasks planned for the upcoming month
- Issues encountered and resolved, as well as potential issues and mitigation strategies
- Updated project schedule

Monthly Project Status Meetings

Regular Monthly Status Meetings with City staff will be held, providing regular updates on progress, emerging challenges, and upcoming tasks. In addition to these meetings, we will prepare and distribute agendas, minutes, and action items to document discussions and decisions. Each task and subtask will be linked to specific timeframes as detailed in the project schedule. These meetings may be held more frequently in preparation for and at critical milestones to keep the project on schedule and budget if needed.

Subtask 1.2. Project Kick-Off

Matrix and the City will use this meeting to initiate the project, define roles and responsibilities for each team; clarify communication protocols, and discuss public outreach concepts. During this initial meeting, we will address information needs, such as data requirements, develop a detailed project schedule, and discuss the project website and plan details.

Subtask 1.3. City Staff Kick-Off Meeting

Following the project kick-off, Matrix will conduct a city staff kick-off meeting to coordinate with relevant departments, assess the performance of the 2018 Comprehensive Master Plan, and gather input on their specific goals and needs. These meetings will enable us to align project objectives with departmental priorities, comprehend initial data needs, and confirm expectations for inter-departmental collaboration throughout the project.

Task 2. Data Collection and Analysis

Matrix will lead a comprehensive data collection and analysis effort to inform the Fernley Master Plan. This includes gathering and reviewing demographic, socio-economic, environmental, land use, transportation, and infrastructure data.



Subtask 2.1. Data Collection

Matrix will obtain all relevant data on demographic, economic, and land use characteristics, as well as on the City's transportation networks and infrastructure, and prepare a request for information (RFI) for other data, plans, and policies that are relevant to the update.

We will work closely with City staff to access existing data sources, including the 2018 Comprehensive Master Plan, GIS data, and other City-provided documents. Our team will also collect additional information on water resources, public facilities, and service capabilities to address all necessary elements, and provide the necessary background to identify trends, challenges, and opportunities that inform the planning process.

Subtask 2.2. Data Integration and Analysis

We will thoroughly analyze trends and future project needs in key areas such as land use, transportation, growth, and public services. Our analysis will utilize GIS for spatial analysis comparisons of current land use and zoning patterns to identify any inconsistencies or gaps within the existing framework.

Additionally, Matrix will examine demographic trends and historical data to understand shifts in population, housing demand, and economic activity and benchmark Fernley against comparable and/or nearby communities. These insights will help identify areas where the city may need to adjust policies to accommodate future growth while preserving community character.

Subtask 2.3. Existing Conditions Report

The Existing Conditions Report serves as a baseline document, highlighting demographic, economic, and service trends, including existing assets and identifying potential opportunity areas within Fernley. It will include a summary of data trends, a detailed analysis of current land use patterns, and an initial plan outline and generalized policy recommendations based on the findings. The Existing Conditions Report will be shared with City staff and the Steering Committee for review and feedback, ensuring that it aligns with the City's vision and priorities before proceeding to the next phase.

Task 3. Community Engagement

Matrix will lead a robust and inclusive public engagement process to ensure the Fernley Master Plan reflects community values and priorities. Engagement will be guided by a Public Outreach and Education Plan and supported by digital tools, in-person events, and targeted stakeholder outreach.

Matrix will design and implement a comprehensive community engagement strategy that includes a diverse range of stakeholders.



Subtask 3.1. Community Engagement Plan

Public engagement is a cornerstone of the Comprehensive Master Plan process. We will work closely with the City to develop a comprehensive Community Engagement Plan designed to maximize community involvement and ensure that all residents have opportunities to participate. This plan will outline various engagement strategies, including digital outreach, in-person events, and educational materials to inform the public about the project's objectives and progress. The Community Engagement Plan will include a detailed schedule of engagement activities, specifying key milestones and target audiences, such as residents, business owners, and developers, for each phase of the project.

This structured approach will enable broad community input while also ensuring that information is accessible and relevant to diverse segments of Fernley's population.

Subtask 3.2. Public Participation Tools

Matrix will utilize a range of public participation tools to ensure meaningful engagement throughout the Fernley Master Plan process. The following are recommended, although Matrix is excited to work with the City to finalize an approach that works best for the community:

- **Project Website Content.** Matrix will develop a dedicated project webpage that will include regular project updates, key documents, and interactive tools—such as surveys and comment forms—to facilitate public feedback and engagement throughout the planning process.
- **IDPlaces App.** Provides 24/7 availability for location-based feedback and collaborative community interactions.

- **Outreach Materials.** Matrix will develop outreach materials to support public engagement, including an informational brochure introducing the project, its goals, and ways to participate, as well as workshop flyers and posters to promote community events—available both online and in public spaces.
- **Community Engagement Schedule.** Matrix will create a master calendar to outline all public meetings, workshops, and key engagement milestones, updating it regularly throughout the project to reflect any changes or additions.
- **Community Questionnaire.** Matrix will develop a brief community questionnaire to gather public input, available both online via the project website and in print at meetings and public locations to ensure broad accessibility.

Subtask 3.3. Steering Committee Meetings

Matrix recommends the creation of a representative citizen group, typically an Advisory or Steering Committee, that can serve as both a community sounding board and champions of the planning process. Committee members should consist of a diverse and geographically representative group of individuals; Matrix recommends around 10 members. Matrix will coordinate and hold to four meetings at key milestones to present findings and gather feedback. If desired, Matrix could assist with the identification of key stakeholders across representative areas.

Subtask 3.4. Joint Workshops with Planning Commission and City Council

Matrix will conduct joint workshops with the Planning Commission and City Council. These workshops will provide an opportunity to present major project milestones, discuss findings, and gather feedback from City elected and appointed officials.

Involving both the Commission and the Council in a joint workshop ensures alignment with City priorities and facilitates a collaborative approach to the update process.

Subtask 3.5. Stakeholder Focus Groups and Interviews

Matrix will conduct targeted focus groups and interviews with key stakeholders, which could include business owners, developers, and community organizations, or one-on-one interviews with the mayor and council members. These sessions will provide an opportunity to gain in-depth insights into specific issues, challenges, and priorities from groups with unique perspectives. Stakeholder feedback will be carefully documented and integrated into the planning process to ensure that the final Master Plan reflects the needs and interests of these groups.

Subtask 3.6. Community Meetings

Up to three community meetings will be organized at distinct stages of the project. Each meeting will be designed to best focus on different project phases, such as community visioning, plan development, and draft plan presentation. Various engagement methods will be used, from open houses and town halls to interactive scenario-planning exercises. Our team will provide materials, interactive activities, and visuals, including visualization exercises, live polling, and priority ranking, to facilitate meaningful discussions with attendees, ensuring that all voices are heard and documented for consideration in the planning process.

Subtask 3.7. Informational Brochures and Educational Materials

Matrix will develop two informational brochures during the project, which will be distributed through various channels, including community events, City facilities, and online platforms.

The initial brochure will provide an overview of the project's goals, key milestones, and ways for residents to get involved, and the final brochure will summarize the Comprehensive Master Plan and describe the approval and citizen ratification process.

Task 4. Visioning and Goal Setting

The Matrix team will work closely with the Fernley community to establish a shared vision and set clear goals that will guide the Master Plan. Through interactive meetings and collaborative discussions, residents will explore Fernley's values, priorities, and aspirations for the future. This process will help build consensus, foster local ownership, and ensure the plan reflects the community's unique character and long-term objectives. The schedule is flexible and can be adjusted based on City feedback.

Subtask 4.1. Vision Development

Matrix will lead community workshops, surveys, and stakeholder engagement to define a shared vision for Fernley's future. This vision will reflect local values and priorities, forming the foundation for the Master Plan and guiding land use, infrastructure, and policy decisions.

Subtask 4.2. Goal Formulation

Using the community vision, Matrix will collaborate with City staff and stakeholders to set clear, actionable goals across key areas—housing, transportation, economic development, public services, and sustainability—to shape plan strategies and implementation.

Task 5. Plan Development

The development of the Comprehensive Master Plan will include several analyses and alternatives, including up to two land use scenarios, a review of specific area plans, and growth policies. Anticipated elements include

- Housing Element
- Land Use Element
- Public Facilities and Services Element
- Conservation, Open Space and Recreation Element,
- Safety Element
- Transportation Element

As sub-elements, our plan will be carefully tailored to address specific areas of interest in Fernley. These include:

- ***An above ground utilities plan.*** This plan will emphasize and define corridors needed to support the future growth of Fernley.
- ***A robust analysis of the Pioneer Trail historic resource*** and its possible development as a historic point-of-interest. The Fernley Swales aka Pioneer Trail historic trails sub-element will outline the policies associated with this area and assist in making this project "grant-ready". This effort will help the City and its partners identify grant opportunities such as Nevada Recreational Trails Program (RTP), Travel Nevada – Rural Marketing Grants, and Oregon-California Trails Association (OCTA) grants.

Subtask 5.1. Administrative Draft

We will prepare the Administrative Draft of the Comprehensive Master Plan. Building on the Existing Conditions Report findings and input from the community, committee members, staff, and all stakeholders, **this draft will incorporate high-level policies, strategies, and goals that address Fernley's unique needs and vision for the future.** The proposed scenarios, growth policies, draft implementation actions, and potential specific area plans will also be assessed to evaluate different growth pathways. The Administrative Draft will be shared with City staff for initial review, providing an opportunity to refine the document based on their insights before it is shared more widely.

Subtask 5.2. Public Draft

Following feedback on the Administrative Draft, we will develop a public-facing Draft Update of the Comprehensive Master Plan. **This version constitutes the public review draft, and will include visual elements, such as maps, charts, and graphics, to make the content accessible and engaging for all audiences.** The Draft Update will be presented at community meetings and initiate the public review period.

Subtask 5.3. Administrative Final Update

Following the public review period, we will integrate all feedback and create the Administrative Final Update, which will be presented to the Planning Commission and City Council for review, recommendation, and final action. **This version will reflect any adjustments made in response to comments from the community, City staff, and the Steering Committee during the public review period.** Additionally, the Administrative Final Update will include a comprehensive implementation matrix outlining recommended actions, services, policies, and plans to effectuate the plan. This matrix will guide City staff in implementing the updated Comprehensive Master Plan.

Subtask 5.4. Final Comprehensive Master Plan

The Final Comprehensive Master Plan will synthesize all previous iterations and incorporate final revisions or conditions of approval requested by the Planning Commission and City Council. **This comprehensive document will present a clear, flexible, actionable roadmap for Fernley's future, aligned with community values and statutory requirements.**

Task 6. Implementation Strategy

The Implementation Strategy will outline key responsibilities, timelines, potential funding sources, and performance measures to guide effective development. These elements are essential for reflecting a unified vision for future growth and development in the City of Fernley.

Matrix will develop recommendations and an Implementation Plan addressing each of the General Plan elements. Matrix will compile all recommendations, to include policies and departmental reporting requirements to align City operations with the General Plan, and present them with timelines, relative priority and short-, mid-, and long-term achievable timelines, responsible parties (City departments, etc.), and resources. Recommendations will include metrics to measure the success of Plan goals and objectives for the short, mid, and long ranges.

Matrix will also propose an active plan for reviewing and adapting the implementation post-adoption of the plan. This will include appropriate measures and timelines to ensure the General Plan maintains its relativeness and effectiveness. Additionally, it will recommend strategic "after actions" for those items that are completed. These support future strategic implementation discussions and actions for city staff, boards and commissions, and elected leadership.

Task 7. Plan Adoption

Subtask 7.1. Planning Commission Public Hearing

Matrix will develop a presentation and present the Final Comprehensive Master Plan, highlighting key elements such as the recommended land use and transportation scenarios, implementation strategies, and public feedback integrated into the plan. We will also be available to support Staff and address and answer any comments and questions. Per the determination of Matrix and City staff, Matrix will attend one Planning Commission public hearing, in person or virtual, per direction of the City.

Subtask 7.2. City Council Public Hearing

Matrix will develop a presentation and present the Final General Plan, highlighting key elements such as the recommended land use and transportation scenarios, implementation strategies, and public feedback integrated into the plan. We will also be available to support Staff and address and answer any comments and questions. Matrix will attend one City Council public hearing in person.

Subtask 7.3. Native Files and GIS Deliverable

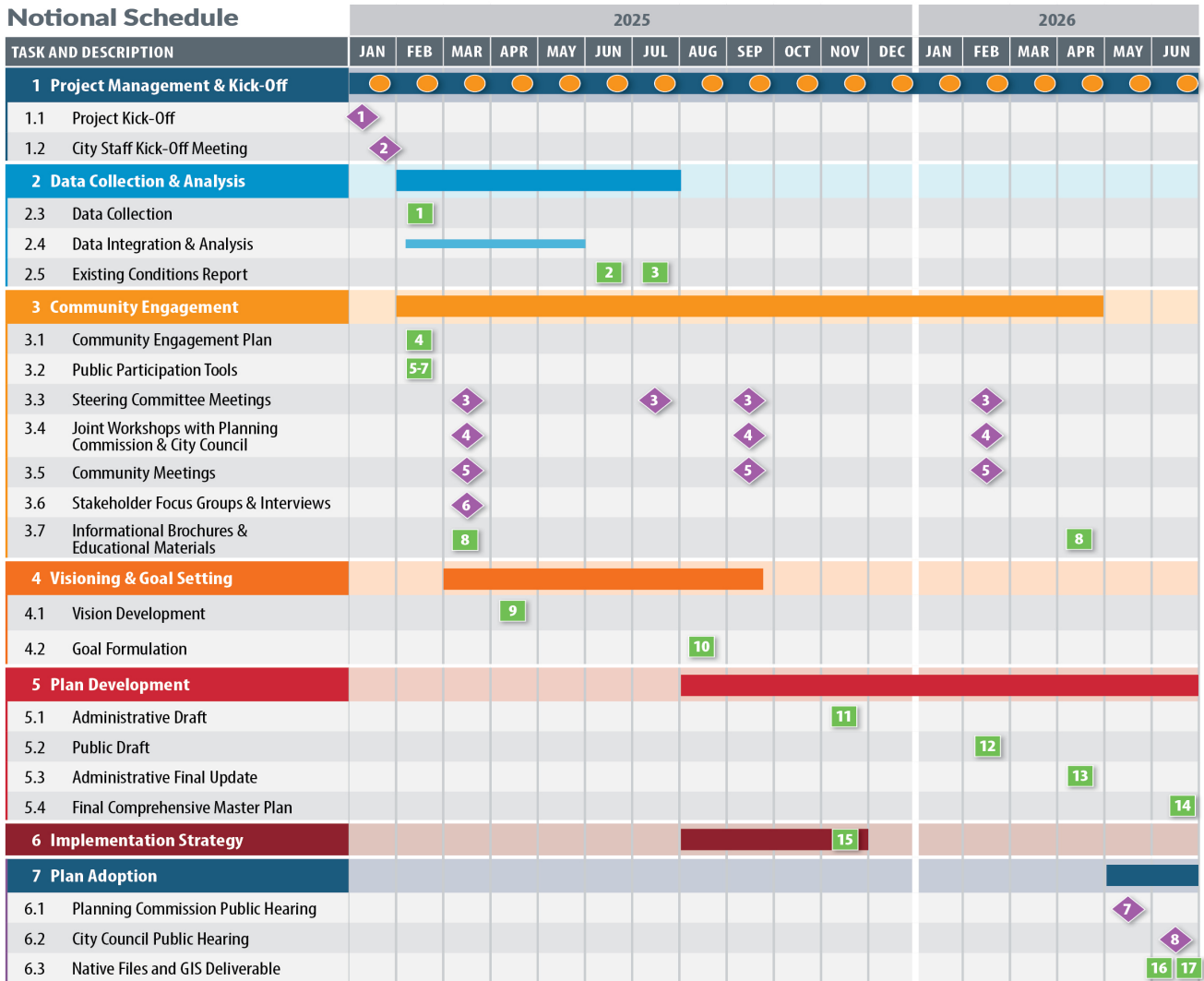
Matrix will provide all native files to the City of Fernley to include Word files, InDesign files, and GIS files upon completion of the Comprehensive Plan. All geospatial data created or used for map production will be submitted to the City of Fernley in Esri Shapefile format (*.shp). Data will be readable within standard Geographic Information Systems (GIS) software (e.g., Esri's ArcMap, etc.), and it will be limited to the area within the city limits to omit unnecessary data. All geospatial data will include metadata in the ISO 19139 Metadata Implementation Specification style or the Spatial Data Standards for Facilities, Infrastructure, and Environment-Metadata (SDSFIE-M) style. Metadata records for each dataset will include the minimum required information per metadata style written within the organization's preferred metadata editor software.



Proposed Schedule

Matrix proposes the following schedule for this project with the understanding that it is a flexible draft. Our team will work with the City during our initial project kick-off meeting to develop an agreed-upon schedule that considers preparation time, review periods, and timing of normally scheduled project management and City staff meetings. Our final project schedule will facilitate tracking the progress of the project and detecting any potential issues (and recommending solutions) that require coordination with the City as soon as they are identified.

Notional Schedule



Meetings & Presentations:

- 1 Project Kick-Off Meeting
- 2 City Staff Kick-Off Meeting
- 3 Steering Committee Meetings
- 4 Joint Workshops with Planning Commission & City Council
- 5 Community Meetings
- 6 Stakeholder Focus Groups & Interviews
- 7 Planning Commission Public Hearing
- 8 City Council Public Hearing

Deliverables:

- 1 Request for Information (RFI)
- 2 Draft Existing Conditions Report
- 3 Final Existing Conditions Report
- 4 Community Engagement Plan
- 5-7 Project Website (maintained throughout project), Community Engagement Schedule, & Community Questionnaire
- 8 Informational Brochure
- 9 Draft Vision Statement
- 10 Planning Goals and Objectives Document

Monthly Progress Reports & Status Meetings

- 11 Administrative Draft Comprehensive Master Plan
- 12 Public Draft Comprehensive Master Plan
- 13 Administrative Final Update Comprehensive Master Plan
- 14 Final Comprehensive Master Plan
- 15 Implementation Plan
- 16 Final Adopted Plan
- 17 Native Files and GIS Data

Organization/Team Profile & Qualifications

3



Team Profile and Qualifications

Firm Overview

Matrix Design Group, Inc. (Matrix), founded in 1999, is an interdisciplinary firm that provides professional planning, engineering, consulting, environmental, program and project management for both the public and private sectors. Our team of over 230 professionals, headquartered in Colorado Springs, is recognized for its proactive and creative approaches based on the in-depth understanding of critical issues that are often key to a successful project. Our staff is also recognized for taking responsibility for clients' projects, partnering with clients, and driving projects to successful conclusions.

Our integrated "matrix" structure maximizes our capacity while supplying a breadth and depth of expertise among each of our disciplines. Matrix project managers operate in a collegial environment, allowing them to deliver for our clients with the support of professional staff members from other disciplines. Our core services cover all the topics that Fernley requires for its Master Plan update including:

- Zoning Ordinances, Subdivision Regulations, and Development Codes
- General, Comprehensive and Specific Area Planning
- Public and Stakeholder Engagement
- Housing Needs Assessments
- Environmental Planning
- Redevelopment and Revitalization Planning
- Fiscal, Economic and Demographic Analysis
- Graphics and Illustrations
- Geographic Information Systems (GIS) and Storymapping

Matrix brings a commitment to excellence to every project, emphasized by our firm's core values.. Our knowledge, paired with our technical proficiency and commitment to place-based planning, positions us to provide strategies that are both actionable and contextually appropriate. Our comprehensive understanding of planning, community trends, and regulatory environments ensures we are positioned to deliver tailored solutions that align with Fernley's goals and reflect best practices nationwide.



230+
Employees



12
Centers of
Excellence



10
Offices



550+
Clients



800+
Active
Projects



100%
Employee
Owned

Our Project Team

We are particularly enthusiastic about the opportunity to collaborate with the City of Fernley on its Comprehensive Master Plan update because this opportunity allows us to support a unique community. Our experts have deep experience as public sector municipal planners, and we understand the challenges involved in updating a Master Plan.

We are also very familiar with the complex challenges that Nevada planners face in aspects such as water resource planning, and state housing policies. ***Our team member, Fred Turnier, AICP, is a professional land planner with over 27 years of experience. Fred was interim city manager/community and economic development director for the City between September 2008 to May 2012.*** He has extensive experience assisting public sector entities with project management and development services, business process improvement, related to fee studies, cost-recovery analyses, policy analysis, development services, business process improvement, system design, and implementation.

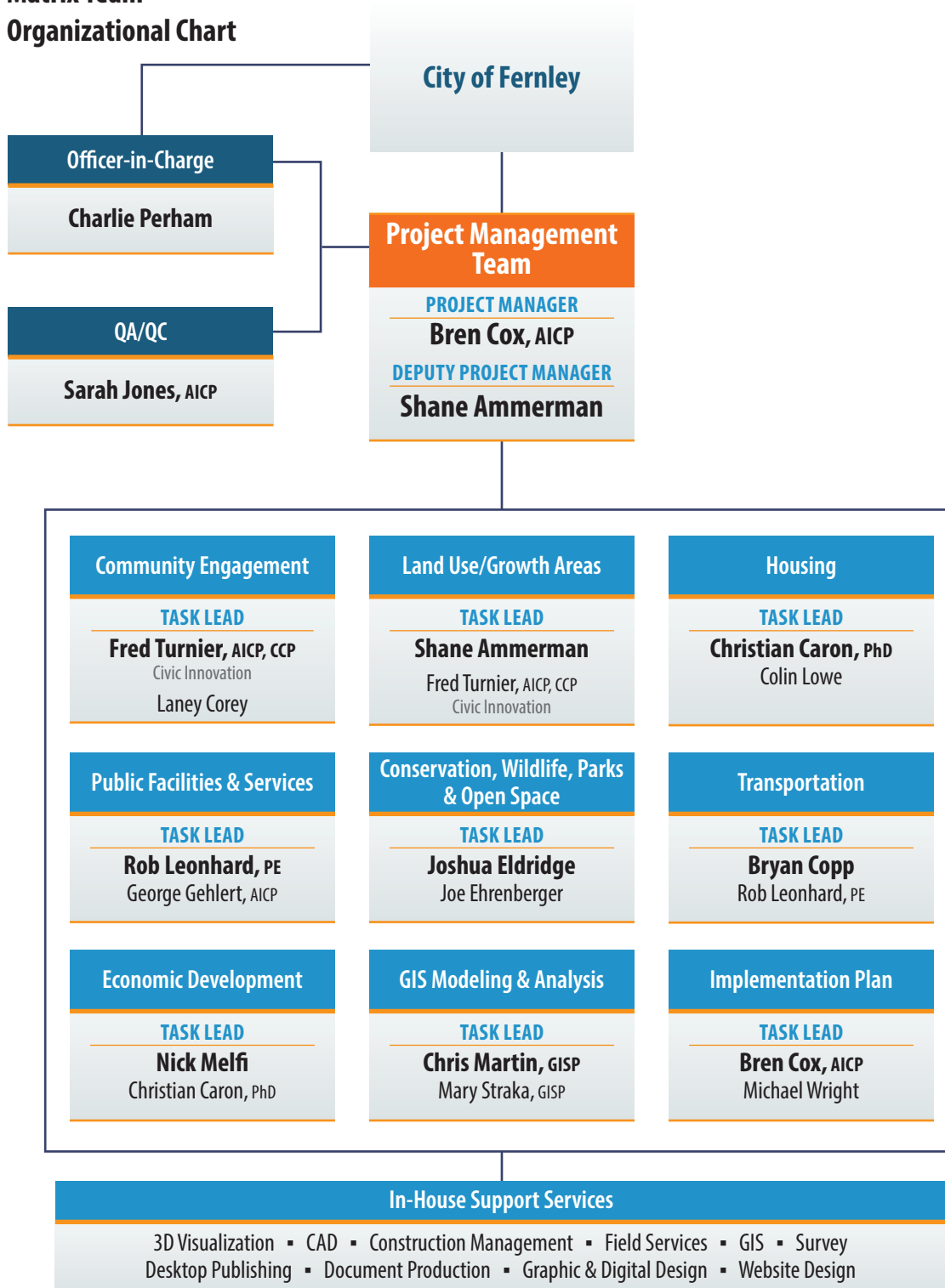
Additionally, ***We offer a fully integrated team of ecologists, wildlife biologists, environmental planners, and GIS analysts—Matrix's in-house expertise provides a one-stop shop for all aspects of this project.*** Our familiarity with the Fernley ecosystem allows us to identify opportunities like land conservation and cultural preservation at and around the Pioneer Trail and proactively address recurring challenges through methods such as adaptive management of non-native and noxious weeds, turf management and conversions, and nuisance wildlife planning. Our experience working with the City of Buckeye (AZ) for wildlife corridor best management practices demonstrate our understanding of balancing community interests, safety, and strategic wildlife planning. Our Ecological Services team is also assisting with wildlife compliance efforts for burrowing owls and desert kangaroo rats in Winnemucca, NV. In Colorado, our team routinely works closely with clients to reduce wildlife-vehicle collisions in transportation zones at culverts, bridges, and other common wildlife crossings and recognizes seasonally-important wildlife dispersal patterns. This is important for conservation and land use planning, but also with preventing nuisance wildlife issues with City neighbors and their homes.

Our insights, garnered from our experience both in Nevada and nationwide, will provide practical, innovative, and community-supported solutions for Fernley to fulfill its goals for housing, economic development, and natural resource use while balancing population growth, need for increased public services, tourism, and outdoor recreation needs.

Matrix has assembled an experienced, multidisciplinary team to conduct the Fernley Comprehensive Master Plan update. This team is purpose-built and designed to function cohesively, with all core disciplines provided in-house - ensuring efficiency, quality control, and seamless collaboration across tasks. Key personnel are fully committed to the project's duration, and no substitutions will be made without prior approval from the City. Our complete organization chart can be found on the following page and we have included detailed resumes for all team members providing further insight into the expertise each brings to the project. These resumes are included in Appendix A.



Matrix Team Organizational Chart



Team Members are employees of Matrix Design Group unless otherwise specified.

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Statement of Familiarity

4

Statement of Familiarity

Matrix is familiar with the City of Fernley's planning documents, regulatory framework, and community vision. Our team has reviewed and worked within the context of the following key guiding documents and policies:

Fernley Comprehensive Master Plan, 2020

The Fernley Comprehensive Master Plan, first adopted in 2001 and updated in 2005, guides the city's growth and development. The latest update, in 2018, responds to regional population and employment growth, reaffirming original goals while providing a flexible framework for land use, infrastructure, and resource planning. Developed through community input, it enables city leaders and residents to manage growth, expand jobs, and diversify housing in response to changing needs. Key goals include sustainable service coordination, housing diversity, water resource protection, and expanded amenities. The plan addresses key areas including population, housing, employment, conservation, land use, transportation, and public services. Our team understands the plan's role in shaping future development and community priorities.

City of Fernley Development Code, 2020

On March 4, 2020, the City of Fernley adopted Ordinance No. 2020-005, replacing Title 32 of the municipal code with a modernized Development Code designed to guide land use and development in alignment with the city's long-term planning goals.

The updated code introduced a more structured set of zoning districts, including new residential categories such as MDR14 and MF21, to support higher-density and mixed-use development. It also clarified administrative procedures to improve transparency and efficiency, outlining responsibilities for city officials and streamlining processes for rezoning, permits, variances, land divisions, and public hearings.

Managing growth while preserving Fernley's character remains a key priority. This includes balancing development pressures with goals for sustainability and livability. The Development Code provides a flexible framework that supports current objectives while allowing for future adjustments. Its success will depend on continued public input and coordination with upcoming planning efforts to ensure alignment with the city's broader vision. Through this Comprehensive Master Plan update, Matrix will assist in developing actionable strategies to further align the code with the community's long-term goals.



City of Fernley, North, South, and Southwest Area Plans and Design

The 2018 Comprehensive Master Plan identified the North, Southwest, and South Areas as key future growth zones, representing Fernley's largest remaining developable land. In response, the City adopted the North Area Plan and Southwest Area Plan in 2025, with the South Area Plan currently under development. These plans incorporate community engagement, vision and goals, existing conditions, future land use, transportation, water capacity, fiscal impact analysis, and implementation strategies to guide sustainable growth.

Complementing these plans, the Design Guidelines, adopted January 15, 2025, establish principles for residential development within the North, Southwest, and South Areas. These guidelines implement the vision of the 2018 Comprehensive Plan through standards for site design, development types, parks and open space, and pedestrian-oriented streetscapes.

Nevada Revised Statutes

The Nevada Revised Statutes (NRS) is the name given to the statutory laws in the U.S. state of Nevada. The NRS was codified in 1957, prior to that, it was the Nevada Compiled Laws and the Revised Laws. The laws in the Nevada Revised Statutes are passed by the Nevada Legislature, which consists of the Nevada State Senate and the Nevada State Assembly. State statutes are constantly changing concerning zoning and land use. Titles 21 and 22 of NRS provides legislation for Cities Towns, and in particular, Chapter 268 of Title 21 and Chapter 278 of Title 22 pertain to Power and Duties and Planning and Zoning. The Master Plan Update will conform to all aspects of the Nevada Revised Statutes.

The Matrix team is familiar and experienced with the NRS and its relationship to development in Nevada, and we have monitored the 2025 legislative session to be aware of the most recent updates such as the new emphasis on affordable housing, including the expedited processing of affordable housing projects, and the allowance of multi-family in all commercial zoning districts.. Prior to the kick-off meetings, the Matrix team members will review the City's current Comprehensive Master Plan, associated maps, and related policy documents, and review NRS provisions related to the Comprehensive Master Plan. ***We will ensure that Fernley's updated Comprehensive Master Plan will include, at a minimum, the following elements identified and clarified by NSR 278.160:***

- Housing Element
- Land Use Element
- Safety Element
- Transportation Element
- Public Facilities and Services Element
- Conservation, Open Space, and Recreation Element

Commitment to Alignment and Implementation

As a part of this planning process, Matrix will conduct a comprehensive review of Fernley's current Master Plan, associated maps, and policy documents. We will ensure that the updated Master Plan reflects the city's evolving needs while remaining consistent with statutory requirements and community goals. Our approach emphasizes actionable strategies, public engagement, and alignment with Fernley's broader vision for sustainable and inclusive growth.

Cost Proposal

5

Cost Proposal

The following cost proposal is inclusive of all costs related to the completion of the work and deliverables enumerated in this proposal including labor, travel, document production, other associated tasks. We are happy to provide further information on team member rates or cost breakdown as requested.



		Costs
Tasks	Technical Work	
Task 1	Project Management and Kick-Off	\$10,130
Task 2	Data Collection and Analysis	\$42,910
Task 3	Community Engagement	\$64,905
Task 4	Visioning and Goal Setting	\$34,410
Task 5	Plan Development	\$83,860
Task 6	Implementation Strategy	\$30,170
Task 7	Plan Adoption	\$8,960
TOTAL COSTS (Technical Staff + Expenses)		\$275,345

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Deliverables

6

Deliverables

TASK 1 DELIVERABLES

- **Meeting Agendas** (PDF)
- **Monthly Progress Reports** (PDF)
- **Monthly Status Meetings** (virtual)
- **Project Kick-Off Meeting** (in-person/virtual)
- **City Staff Kick-Off Meeting** (in-person/virtual)

TASK 2 DELIVERABLES

- **Request for Information (RFI)s to identify necessary data and background materials** (submitted via email)
- **Draft Existing Conditions Report** (PDF)
- **Final Existing Conditions Report** (PDF)

TASK 3 DELIVERABLES

- **Community Engagement Plan** (PDF)
- **Project Website** (maintained throughout the project)
- **Outreach Materials** (as determined by finalized Community Engagement Plan)
- **Community Questionnaire** (electronic and hard copy)
- **Steering Committee Meetings** (up to 4, virtual/in-person)
- **Joint City Council and Planning Commission Workshops** (up to 3, in-person)
- **Community Meetings** (up to 3 meetings in-person)
- **Stakeholder Focus Groups and Interviews** (up to 8 groups/interviews, virtual/in-person)
- **Two Informational Brochures** (electronic and hard copy)

TASK 4 DELIVERABLES

- **Draft Vision Statement** (PDF)
- **Planning Goals and Objectives Document** (PDF)

TASK 5 DELIVERABLES

- **Administrative Draft Comprehensive Master Plan** (PDF)
- **Public Draft Comprehensive Master Plan** (PDF)
- **Administrative Final Update Comprehensive Master Plan** (PDF)
- **Final Comprehensive Master Plan** (PDF)

TASK 6 DELIVERABLES

- **Implementation Plan with actions, timelines, responsible parties, and resources needed** (PDF)

TASK 7 DELIVERABLES

- **Planning Commission Public Hearing** (in-person)
- **City Council Public Hearing** (in-person)
- **Final Adopted Plan** (Digital and Print Formats)
- **Native Files and GIS Data** (electronic)

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Appendix: Resumes

A

Charles Perham

Officer-in-Charge



Education

- M.S.** National Security, National Defense University, 2011
Legislative Fellowship, Georgetown University, 2005
- M.S.** Military Operations, Air University, 2004
- M.S.** Engineering and Environmental Management, Air Force Institute of Technology, 1995
- B.S.** Civil Engineering, University of New Hampshire, 1992

Professional Registrations/Affiliations

Society of American Military Engineers (SAME), National President 2023-2024
Association of Defense Communities (ADC)

Charlie is a Senior Vice President and the Director of Advanced Services for Matrix. He's a distinguished senior leader with over 30 years of progressive responsibility and has built a renowned consulting team that focuses on all aspects of facility asset management, defense community consulting, and housing analytics. He has extensive experience with facility master planning, economic development, public and stakeholder engagement, group facilitation, and developing partnerships. His 23 years of military experience culminated with installation leadership responsibility for Nellis Air Force Base, Nevada. Since joining Matrix in 2015, he has grown the asset management practice to a robust team of 35 professionals. As the former National President of the 25,000-member Society of American Military Engineers, Charlie champions industry-government engagement, collaboration, and leader development in support of our national defense.

RELEVANT EXPERIENCE

Public/Public and Public Private (P4) Partnerships | VARIOUS

Charlie provides consulting expertise to numerous installations and communities in the P4 arena. He has helped active military installations from all services. During his time at Nellis Air Force Base, Nevada, Charlie spearheaded a 17 MW solar array, which at the time was the largest DoD solar energy generation facility on an active installation, via public-public partnerships, resulting in net-zero daytime energy use. He also championed an on-base charter school from ground-up construction bringing higher quality education to a community in need.

Joint Land Use Studies

Charlie served as the Base Civil Engineer (BCE) at Davis Monthan Air Force Base in Tucson, Arizona and as the Mission Support Group Commander (the BCE's boss) at Nellis Air Force Base. He was integral to each installation's efforts to ensure compatible development via Joint Land Use Studies. Additionally, since joining the private sector he has worked on Joint Land Use Studies supporting Matrix efforts to assist states and communities. His experience makes a difference.

Protect and Grow: An Economic Development Strategy for the Michigan Defense Industry | MICHIGAN

Charlie was Matrix Program Manager for Michigan support for over five years. He authored two strategic plans and also led efforts to implement recommendations. The results over the five-year period were undeniable: employment up 32%, economic impact up 35%, personal income up 19%. Matrix worked with numerous stakeholders to protect and grow installations, encourage defense related economic development, and create conditions for military related growth.

Tempe and Scottsdale Housing Inventory & Affordability Analyses |

TEMPE AND SCOTTSDALE, ARIZONA

Charlie served as the Principal-in-Charge for both analyses. As part of these projects, his team analyzed data from the Census Bureau's 2020 American Community Survey (ACS) related to housing inventory and affordability for various ranges of Median Family Income. They assessed trends in both availability and affordability across various zip codes within the city and compared to peer communities.

Affordable Housing Opportunities for Florida Military Installations | FLORIDA

Charlie served as Project Manager for Matrix's support to the Florida Defense Support Task Force to provide creative and feasible solutions to the housing availability and affordability crisis facing Florida's defense communities. The team employed a variety of data sources combined with GIS technology to better understand of the challenge, and then presented a diverse set of implementable recommendations that were benchmarked across the country.

Growing the Military Mission in the Commonwealth of Virginia

Charlie has been Matrix program manager for support in the Commonwealth for over five years. He's led the development of two strategic plans, and also championed efforts to implement recommendations. Matrix has helped the Secretary of Veterans and Defense Affairs answer difficult economic impact questions such as the cost of eliminating taxes on military pensions, the cost of implementing free tuition for guardsmen, and statewide economic impacts of the defense industry.

Community Impacts Associated with Army Personnel Reductions | FLINT HILLS, KANSAS

Charlie served as project manager for the Fort Riley CIAR. He worked with FHRC and surrounding communities to assess the economic impacts associated with Army personnel reductions. He helped the communities prepare for the changes through a coordinated approach that involves regional, county, community, and installation leaders in planning and implementing loss management actions that address all aspects of economic and community planning.

Michigan Air National Guard Strategic Plan

When Michigan changed Adjutant Generals in 2018, the new Adjutant General directed the Air Force ATAG to create a new strategic plan. Based on the success of Matrix's Protect and Grow effort, the ATAG went directly to Matrix for assistance and requested Charlie lead the effort. Over a six-month period, Charlie led a diverse group of commanders and stakeholders to craft a forward-looking, achievable strategic plan.

Base Realignment and Closure

Charlie served as Defense Fellow to Senator Hillary Clinton in 2005 during the last BRAC. In that capacity he championed the successful effort to save Niagara Falls Air Reserve Station and in doing so, learned the intricacies of BRAC. Subsequently, he served as the Deputy Director of DoD's Basing Office which is responsible for executing BRAC recommendations. He was instrumental in shaping DoD's subsequent requests for new authority.

Joint Land Use Studies

Charlie served as the Base Civil Engineer (BCE) at Davis Monthan Air Force Base in Tucson, Arizona and as the Mission Support Group Commander (the BCE's boss) at Nellis Air Force Base. He was integral to each installation's efforts to ensure compatible development via Joint Land Use Studies. Additionally, since joining the private sector he has worked on Joint Land Use Studies supporting Matrix efforts to assist states and communities. His experience makes a difference.

DCIP Grant Support

Charlie has extensive experience helping defense communities with grant opportunities, including assisting states and communities with education campaigns, consulting, and grant writing. He led a state-wide DCIP campaign in Michigan which culminated with two grant submissions, and he is currently under contract in Ohio to do the same. The 2020 DCIP winners include four projects in Florida and Virginia, both of which have Matrix as consultants.

Florida Defense Economic Impact Analysis | FLORIDA

Charlie has led Matrix support to Florida's last three biannual economic impact analysis of their defense industry. His team created the nationally recognized Economic Impact Factbook, which has become the standard bearer for states to champion their defense economies. Best found in the breast pockets of state legislators, these factbooks can be used in a variety of ways to champion defense investment and military quality of life improvement.

South Puget Sound Housing Study | TACOMA REGION, WASHINGTON

As Project Manager for this study, Charlie oversaw a multidisciplinary team consisting of economic analysts, planners, and GIS specialists. Above all, this project served to highlight his extensive public facilitation skills. His presentation on the study's findings and recommendations before the South Sound Military and Communities Partnership Steering Committee was lauded by the stakeholders in attendance.

Economic Development

Charlie has extensive experience helping defense communities with economic development. This includes assisting communities that experience growth or loss of personnel, understanding the economic impacts of the defense industry on a region or state, and preparing and advancing business retention and expansion programs.

Strategic Planning

Charlie provides consulting expertise to numerous clients across the spectrum of strategic planning. His experience includes state-level strategic plans, strategic plans for state Air National Guard organizations and strategic plans for military support organizations.

New Mission Pursuits

Charlie provides consulting expertise to communities trying to help installations garner new missions. In this capacity he worked directly for Macomb County to develop a comparative economic analysis utilizing industry, workforce, and community data for the five candidate installations competing to bed down the F-35 Joint Strike Fighter Mission.

State-level Analysis and Advocacy

Charlie has supported the Commonwealth of Virginia and the State of Michigan in conducting robust SWOT analyses, culminating in strategic plans and recommendations to protect and grow the existing military missions of the states. He is currently leading subsequent efforts to implement the recommendations from the strategic plans. Additional experience in this arena includes supporting Arkansas and North Carolina with similar efforts.



Bren Cox

AICP

Project Manager /
Implementation Task Lead

Bren has 17 years of experience as a community planner, working on comprehensive plans, area plans, master plans, redevelopment plans, zoning ordinances, implementation efforts, and community compatibility studies in more than 20 states, including Nevada. Bren specializes in tailored land use strategies and data-driven growth management that anticipates and responds to future needs to both protect and enhance quality of life. He brings in-depth knowledge of how local, state, and federal legislation, policies, and ordinances can affect land use opportunities, transportation systems, utilities, and both natural and cultural resources and leverages that knowledge to guide and support growth and development goals. Bren further emphasizes practical, consensus-based recommendations that provide community-specific pathways to successfully meeting those goals.

Education

B.S. Urban Planning,
Arizona State University, 2007

Professional Registrations/Affiliations

American Institute of Certified Planners
(AICP), #027823

America Planning Association (APA)

RELEVANT EXPERIENCE

Make it Chino! 2040 General Plan | CHINO VALLEY, ARIZONA

Bren was the project manager for the award-winning Chino Valley General Plan. Bren facilitated public engagement open houses and coordinated closely with Town staff, the General Plan Steering Committee, and Plan Ambassadors. He oversaw the development of goals and policies to achieve the Town's vision of balancing growth while retaining the rural characteristics that make Chino Valley special. Another important component of the Plan was to ensure it aligned with recent changes to Arizona legislation. Development of the Plan relied heavily on community engagement. This resulted in broad public engagement through online activities and in-person events to ensure the community's vision was supported. Outreach also included frequent engagement with a steering committee, staff, and decision-makers so the Plan was tailored, easy to use, and had relevant and realistic implementation goals. Following Town Council approval of the Plan, Bren developed materials for community ambassadors to educate their organizations, colleagues, friends, and family about the Plan.

NAS Fallon Joint Land Use Study (JLUS) | NEVADA

Naval Air Station Fallon (NAS Fallon) is situated in Churchill County, roughly 70 miles east of Reno in north-western Nevada. The main installation occupies more than 8,600 acres of land with oversight of 240,000 additional acres of training ranges. A coordinated effort has been necessary to ensure compatible growth throughout the region alongside a continued expansion of military operations. This cooperation allows the installation to maintain its advanced training and testing efforts, as well as continue to be a productive member to the local community and economy. Matrix collaborated with Churchill County during the NAS Fallon Joint Land Use Study to propose improvements to existing policies and strategies. Through the public involvement process, Matrix was able to compile relevant data and maps, analyze potential land use conflicts and evaluate future development potential.

Socorro Comprehensive Plan | SOCORRO, TEXAS

Bren was the Project Manager for the 2040 Socorro Comprehensive Plan. The plan was updated to capture changes and growth in the community over the previous decade, along with forecasts pertaining to local and regional trends for the economy, the business atmosphere, industry, future land uses, demographics, natural growth, and development. The plan focuses on maintaining the family-oriented character and values of the city while providing economic prosperity, preservation of resources, and a high standard of quality of life for all who live, work, and visit the city. Bren oversaw stakeholder and public engagement efforts that included interaction with diverse stakeholders, multiple community meetings, and participation at the city's monthly "Socorro Sunday". At Socorro Sunday, Matrix had a booth to promote the 2040 Comprehensive Plan and encourage participation through visual preference voting boxes and youth engagement surveys. Community members had the opportunity to share their priorities and provide input on the things they would most like to see in their community.

Nellis AFB Complex JLUS and Implementation | NEVADA

Bren is currently serving as the Deputy Project Manager for the Nellis AFB Complex JLUS implementation, following serving in the same roles for the original study. Key issues that were assessed through this study were alternative energy development, federal agency and local community coordination, airspace protection, and vertical obstructions. Some of the rural communities in the study area have limited industry and were looking to alternative energy development as a viable economic generator. A key focus of the JLUS was to identify existing alternative energy development procedures and recommend measures to focus such development in locations where they will not impact military flight and training activities. The implementation program is intended to implement the recommendations that were made in the study.

City of Buckeye General Plan and Map Atlas | BUCKEYE, ARIZONA

Bren provided planning support planning for the City of Buckeye's award-winning general plan update that set a framework for the future growth in Buckeye to the year 2040. The plan took into consideration future population growth, existing zoning, and other land use-related factors, including future land uses, transportation and circulation, the natural environment, healthy communities and access to health care and services, and economic development, to create a vision for the future. Bren assisted in facilitating public outreach, including preparing for and facilitating public workshops and stakeholder meetings. He interacted with stakeholders to garner public input, which was analyzed and incorporated into the General Plan policies, implementation actions, and future land use map. These goals and policies were supportive of growth in the community to support sustainability, economic growth, and a healthy and active community.

City of Page General Plan | PAGE, ARIZONA

Bren was a technical advisor for the Page 10-Year General Plan Update, a comprehensive rewrite that contains seven topic areas, including water, housing, economic development, land use, and transportation. The project included extensive public and stakeholder involvement and provides Page with an implementable blueprint to ensure community sustainability and resilience as economic and other conditions change. Additional components of this project include an Economic Development Resilience Plan, an update of the City's zoning map, and a rewrite of the sign code for content-neutrality and usability.

City of Glendale General Plan | GLENDALE, ARIZONA

Bren was the deputy project manager for the 2016 General Plan Update, which dealt with unique aspects of the City of Glendale such as a newly established sports and entertainment hub in the Phoenix Metropolitan Area and addressing Arizona's revised statute requirements for development and growth patterns around Luke Air Force Base and Glendale Municipal Airport. The plan addressed numerous aspects of suburban living, including land use and redevelopment, open space preservation and development, environmental planning, water resources, and growth areas. Public outreach was an important aspect of the project and included a project website, community survey, public meetings, and presentation of the draft plan.

He is also the project manager for the current Glendale General Plan Update, which is anticipated to be complete in December 2026.

Flagstaff Southside Community Mapping and Visioning | FLAGSTAFF, ARIZONA

Bren was the deputy project manager for this national and international award-winning project and worked closely with the mountain community, City of Flagstaff, to engage local stakeholders and the public to develop a mapping and visioning concept for Flagstaff's Southside neighborhood. Of critical importance to the project was ensuring successful outreach and engagement with the minority populations in Southside and to develop a plan that was inclusive and sensitive to the cultural heritage and historic background of the Southside neighborhood. The Southside community supports the city's historical and cultural heritage, as well as its economic base and tourism, and this exercise focused on striking a balance between the two. Bren helped facilitate stakeholder interviews with residents and business owners in the Southside neighborhood, as well as the first of several public workshops to get citizen input. A key outcome of the stakeholder engagement was to develop a list of values and assets that should be protected and embraced as the neighborhood continues to grow in the future. This mapping and visioning exercise was the first step in developing a Southside neighborhood community area plan that includes policies for future development, transit alternatives, mobility, and accessibility.

Cascade County Growth Policy Plan | CASCADE COUNTY, MONTANA

Bren was the lead planner for the Cascade County Growth Policy Update. The focus of the update was to address several land use, housing, and economic changes since the previous document and to include policies and implementation actions to support compatible development around Malmstrom AFB, a key economic generator for the County. Bren supported development of the goals, objectives, and policies for each of the key elements to help guide the County's future growth. The Cascade County Growth Policy Update was developed in partnership with the City of Great Falls and nearby counties and was used as a guide for other counties in the Malmstrom Missile Complex to use to undergo their own growth policy updates.

Mesa East/West Redevelopment Report | MESA, ARIZONA

Bren provided planning support for the creation of a redevelopment area and a plan to extend the existing town center redevelopment area and central business district. Major components of the project included analysis of the redevelopment area boundary and a finding of necessity by the city council to create a new redevelopment area, public relations management and public engagement workshops, and the creation of a redevelopment plan. The east redevelopment area is home to several retail, restaurant, and service businesses, including some national or regional establishments. The west redevelopment area is home to a diverse mixture of single-family residential areas, neighborhood commercial plazas, and one of the first industrial areas of the city.



Shane Ammerman

Deputy Project Manager /
Land Use & Growth Areas Task Lead

Shane has more than 30 years of community planning experience. He served as assistant planning manager for Clark County, Nevada and is skilled in public presentation, land use planning, zoning regulations, permitting processes, policy and ordinance writing, and federal, state, and subdivision regulations. Shane is a graduate of Arizona State University and holds a Bachelor of Science degree in Urban Planning Design. His communication skills allow him to establish productive working relations and clearly interact with all audiences from elected officials and staff to outside agencies and the public. Shane effectively communicates, assesses, and develops implementable policies, plans, and codes to meet community planning and development goals.

Education

B.S. Urban Planning,
Arizona State University, 1991

Professional Registrations/Affiliations

American Planning Association (APA)

RELEVANT EXPERIENCE

Nellis Complex Compatible Use Plan | CLARK COUNTY, NEVADA*

Shane was an Assistant Planning Manager involved with development of the Compatible Use Plan (CUP) to address the potential military and community conflicts and how planning can assist in ensuring compatible future development between the Nellis Complex (including Nellis AFB, Creech AFB, and Nevada Test and Training Range) and the surrounding community. Key issues included protecting the mission of Nellis while addressing transportation congestion, housing, changing climate, and future compatible land use development.

Nellis Complex Compatible Use Plan Implementation | CLARK COUNTY, NEVADA

Shane serves as a Senior Planner for the Nellis Complex Compatible Use Implementation Plan (CUP) Implementation. Some of the key compatibility issues that are being assessed during this project include safety zones, housing availability, force protection, future development compatibility, economic growth around the Nellis Complex, transportation, and communication.

Development Codes, Zoning Review, and Development | CLARK COUNTY, NEVADA

Shane's experience in zoning permit review includes supervising an 11-member team; and reviewing SFR, multi-family, short and long commercial, industrial, and resort hotel plans for compliance with the development code. Other projects include zoning code rewrite, development and interpretation of development code regulations, land use entitlement processes, Master Plan and TOD planning and design, and facilitation of Commission & public meetings with elected officials, county staff, development partners, and the public. In addition, he was the head of the Office of Sustainability for Clark County, which included the development and implementation of countywide and community policies and regulations, community and elected official outreach, community meetings and events, and numerous public presentations.

Midtown Maryland Parkway District | CLARK COUNTY, NEVADA*

Shane was the Assistant Planning Manager in charge of the development and implementation of this transit-oriented development (TOD) overlay district for Clark County. He was involved in public outreach, elected official communication, including preparing for and facilitating public workshops and open houses, and preparing outreach materials while managing the overall project and directing staff. The project included design elements and regulations for the corridor, affordable housing policies, and BRT/LRT options.

Clark County Comprehensive Plan Update | CLARK COUNTY, NEVADA*

Shane was a Project Lead for the Clark County Comprehensive Plan Update for 2021 (Transform Clark County Masterplan). His role included leading staff and the consultant team in updating a plan that had not been revised for over 30 years. Elected and community involvement was crucial for achieving critical changes and updates to the previous plan. The plan also took into consideration future population growth, sustainability, housing needs, changes to current land use-related factors and practices that included future land use, transportation, and economic development, to create a vision for Clark County's future.

*performed with previous employer

Allegiant Stadium Overlay District | CLARK COUNTY, NEVADA

Shane was the Assistant Planning Manager in charge of the development and implementation of the Stadium District overlay for Clark County for Allegiant Stadium. He was involved in public outreach and elected official communication, including preparing for and facilitating public workshops and open houses and preparing outreach materials while managing the overall project and directing staff. The finished document included building design elements, transportation best practices, and regulations for the 800-acre site.

Master Planning, Zoning Review, and Development |

CLARK COUNTY, NEVADA

Shane's experience with this project included general plan amendments, master plan amendments, zoning changes, land use entitlements, and site planning and platting, as well as the processing of development code amendments, zoning, and development plan review, streamlining of processes, and facilitation of Commission meetings with elected officials, county staff, and development partners. In addition, he was head of the Office of Sustainability for Clark County, which included the development and implementation of countywide and community policies and regulations, community and elected official outreach, community meetings and events, and public presentations.

Southern Nevada Strong (SNS) Regional Policy Plan |

CLARK COUNTY, NEVADA

Shane's experience with this project includes identifying a vision for the region's future inclusive of planning, creating, and sustaining neighborhoods where residents can access quality education, housing choices, good-paying jobs, and transportation options. This included forecasting future housing and typology needs, goals and policies for current and future housing needs of the Valley, employment growth, and modeling the needs over the next 20 years.

March ARB Compatible Use Study |

RIVERSIDE COUNTY, CALIFORNIA

Shane serves as a planner for the March ARB Compatible Use Study (CUS). Key compatibility issues that were assessed during this project included force protection, future development compatibility and economic growth around March ARB, runway safety zones, water quality, environmental concerns, perimeter fence security, and communication processes.

Development Codes, Zoning Review, and Development |

CLARK COUNTY, NEVADA

Shane's experience in zoning permit review includes supervising an 11-member team; and reviewing SFR, multi-family, short and long commercial, industrial, and resort hotel plans for compliance with the development code. Other projects include zoning code rewrite, development and interpretation of development code regulations, land use entitlement processes, Master Plan and TOD planning and design, and facilitation of Commission & public meetings with elected officials, county staff, development partners, and the public. In addition, he was the head of the Office of Sustainability for Clark County, which included the development and implementation of countywide and community policies and regulations, community and elected official outreach, community meetings and events, and numerous public presentations.

Boulder Highway Complete Street Study |

CLARK COUNTY, NEVADA

Shane's experience with this project includes identifying a vision for Clark County's portion of Boulder Highway including design elements, transit-oriented development (TOD) and transportation best practices, and complete streets for multi-modal uses. His role included leading staff and consulting with other teams/entities/agencies in creating a plan for the corridor.

Bixby Development Code Update | BIXBY, OKLAHOMA

Shane is a Senior Planner with this rewrite project. Key issues include research of current development trends, development of a new code and update of the existing zoning ordinances, evaluation of existing zoning regulations, and review of code compatibility with current City of Bixby planning documents. The project includes an audit and an analysis of all development review procedures, applications, checklists, and other documents and examines all development review documents for usability, process duplication, compliance with code and statute, and other opportunities for improvement.

Jay Development Code Update | JAY, FLORIDA

Shane's experience with this rewrite project included research of current development trends, development of a new code and update of the existing zoning ordinances and zoning districts, evaluation of existing zoning regulations, and review of code compatibility with current City of Jay planning documents.

West Traverse Mountain Compatible Area Study | UTAH

Shane serves as a project planner for the West Traverse Mountain Compatible Area Study (CAS). Key compatibility issues that were assessed during this project included encroachment challenges, force protection, future development and economic growth around the base, resiliency strategies, roadway capacities, communication processes between the military and neighboring communities, public trespassing, air safety zones, air & water resources, environmental concerns, and comprehensive community planning with attention to compatibility.

Payson Development Code Update | PAYSON, ARIZONA

Shane served as a Senior Planner with this rewrite project. This update included a comparative code analysis to identify regulatory gaps, inconsistencies between the existing code and the Comprehensive Plan, and best practices absent from Payson's existing regulations, and rewrite of the current uses and standards chapters and their processes for review and approval. The project included compliance with code and statute, and other opportunities for improvement of City-wide uses and processes.

Pine Bluff Arsenal Compatible Use Study | ARKANSAS

Shane served as a Planner for the Pine Bluff Arsenal Compatible Use Study (CUS) Military Element. Some of the key compatibility issues that were assessed included force protection, future development and economic growth around Pine Bluff Arsenal, air quality, water quality, environmental concerns, transportation and infrastructure impacts, and communication processes between the military and neighboring communities.



FRED R. TURNIER, MPA, AICP, CCP

Planning and Development Consultant

Fred has 20+ years of public and private sector experience guiding complex land use, entitlement, and permitting projects across the U.S. Recognized nationally for expertise in federal, state, and local permitting including annexations, master plan amendments, planned developments, land use and zone changes, and other entitlements. He has a proven record of securing approvals for large-scale mixed-use, industrial, energy, and infrastructure projects, while building strong relationships with regulatory agencies, elected officials, and community stakeholders. He is skilled in balancing technical compliance, economic development, and long-term community planning goals.

AREAS OF EXPERTISE

- Federal, State and Local Permitting
- Entitlement Management (zoning, annexations, development agreements, conditional / special use permits)
- Environmental Review and Regulatory Compliance
- Land Use Planning and Code Modernization
- Due Diligence and Feasibility Studies
- Intergovernmental Relations and Agency Negotiation
- General Plan and Subarea Updates
- Public Engagement and Stakeholder Facilitation
- Infrastructure and Utility Permitting (ROW, easements, energy/envIRON. siting)

RELEVANT EXPERIENCE

Entitlements and Permitting

Parklane Mall Mixed Use/Transit Oriented Development, Reno, NV

Master planned redevelopment of 42-acre infill mall to mixed-use zoning, transit-oriented ready uses, establishment of Tax-Increment Financing district, and preserved impact fee credits.

5G Small Cell Wireless Hardening Permitting, Various U.S. Locations

50+ Small cell wireless permits throughout Nevada, California and Idaho.

Apex Industrial Park, Las Vegas, NV

Managed a multidisciplinary team for all permitting and entitlements for 18,000+ acres through our company, Industrial Properties Development. Entitlements included sand/gravel operations, outdoor storage, power-generation facilities, and telecommunications. Permitting included mass grading, endangered species mitigation, air quality, UEPA, and drainage permits.

Small Commercial Developments, Various U.S. Locations

Entitled various commercial projects ranging from stand-alone drive through restaurants to 10,000-30,000 square feet of multi-tenant projects.

Professional Registrations

- American Institute of Certified Planners (AICP) - 106756
- Prosci ® Certified Change Practitioner (CCP)

Education

- Master of Public Administration
University of Nevada Las Vegas
- Bachelor of Arts Econ/Geo
University of Nevada

Experience

- Principal Consultant
Civic Innovation Consultants,
FKA Land People Place
2015-Present
- Project Manager – Local
Government
BerryDunn Consulting.
2017-2023
- Community Development Dir.
City of Reno, NV
2012-2015
- City Mgr./Community Dev. Dir.
City of Fernley, NV
2008-2012
- Principal - Entitlements
Sierra Land Solutions
2005-2009
- Planning Manager - Zoning
City of Reno, NV
2003-2005
- Division Planning Manager
CH2MHill
2001-2003

FRED R. TURNIER, MPA, AICP, CCP

Planning and Development Consultant

Energy and Utilities

Power Plant and Transmission Corridor Siting and Development, Nevada and Arizona

Managed NEPA documentation for siting of power generation facilities and transmission corridors. Obtained federal, state, and local approvals including ROW permits and other permits for plant and transmission lines for the three 500 MW co-generation facilities and two peaking units.

Kinder Morgan, Jet Fuel Line, Nellis Air Force Base, Las Vegas, NV

Gained use permits for a jet fuel line through commercial, industrial and adjacent to residential areas as part of the bases mission.

Due Diligence and Feasibility Reports

Various Projects, Western, Southwest, and Mountain West Area

Worked with land owners, developers, and homebuilders in drafting several redevelopment, commercial, and vacant land due diligence reports, entitlement strategies. Due diligence reports included transportation, water (ground and surface), sewer, power, and other utilities were addressed. Over 25,000 acres of land were moved into annexation spheres, annexed, master planned, and / or entitled for planned developments.

Water and Mineral Rights, Nevada

Various Locations, Nevada

Worked with owners and water surveyors to change the place of use, manner of use, and beneficial use for water rights throughout Nevada. This included negotiations for with “senior” water holders, tribes, and jurisdictions.

Public Engagement / Owner Representative

Various Commercial, Industrial, and Mixed-Use Projects, Nevada

Extensive experience with community engagement from general plan updates to entitlement community meetings. Experience includes facilitating community discussions, issue identification, negotiated compromises, and engagement strategies. Represented projects before community, planning commissions, and City Council or Commissions. Effectively negotiated with staff from jurisdictions and utilities for project concessions or deferments.

General Plan and Subarea Updates

Santa Clara City, UT, 2025

Updated the City’s general plan to meet state code requirements for Moderate Income Housing, Water Use & Preservation, Land Use, Transportation/Traffic, Parks & Trails, and Economic Development

Morgan County, UT 2025/26

Updated the County’s general plan to meet state code requirements for Moderate Income Housing, Water Use & Preservation, Land Use, Transportation/Traffic, Parks & Trails, and Economic Development. This project



**Sarah E.
Jones**
AICP

QA / QC

Sarah is a certified planner and veteran project manager with over 14 years of experience in local government planning, zoning, and permitting, and 20 years of leadership in the Air National Guard. At Allen County, Indiana, she has led complex policy updates, zoning ordinance revisions, and public hearing processes for the state's largest county. Her expertise includes regulatory analysis, cross-functional team leadership, and public engagement strategies that ensure regulatory compliance and community alignment. Drawing from her military background, Sarah brings a mission-driven focus, operational precision, and a commitment to innovation in every project she leads.

RELEVANT EXPERIENCE

Education

- M.A.** Public Administration
Trine University
- B.S.** Criminal Justice
Indiana University – Fort Wayne
- A.A.** Aviation Maintenance
Technology – Community
College of the Air Force

Air Force Squadron Officer School –
Military and Strategic Leadership

Air Force Air and Basic Space Course –
Leadership

Professional Registrations/Affiliations

American Institute of Certified Planners
(AICP), #278183

Certified Public Manager (CPM)

Land Use Planner - Allen County | INDIANA*

At Allen County, Indiana—the state's largest county—Sarah progressed from Associate Planner to Principal Planner, ultimately serving as Senior Planner. She led zoning appeals and land use planning across commercial, industrial, and residential sectors, while managing division-wide projects and setting engagement priorities. Sarah played a pivotal role in delivering high-impact initiatives, guiding a multidisciplinary team to implement planning, technological, and process improvements that streamlined zoning workflows and enhanced policy execution. Her leadership also advanced GIS and permitting operations, including Accela system upgrades, fee schedule restructuring, and zoning map amendments to improve regulatory accuracy. Through strategic public engagement, she fostered transparency and data-driven decision-making, aligning ordinance revisions with community priorities and stakeholder input.

All In Allen Comprehensive Plan | INDIANA*

Sarah led inclusive stakeholder engagement and served as the primary facilitator for five communities in a joint, multi-jurisdictional planning effort. She guided the project from initiation through adoption, shaping a long-term plan that addressed land use, housing, agriculture, infrastructure, transportation, and parks. Sarah also developed and integrated a Compatibility Matrix into the final Comprehensive Plan to promote coordinated regional growth.

Downtown Fort Wayne Design Manual | INDIANA*

Sarah co-led the development of an updated Downtown Design Manual, providing strategic oversight and guidance. She directed the integration of related text amendments into the Fort Wayne Zoning Ordinance and facilitated the adoption of a new Riverfront Overlay District, guided by the Riverfront Development Implementation Framework. Her work advanced a cohesive urban identity and zoning consistency across downtown and riverfront areas.

Grabill and Monroeville Replacement Ordinances | INDIANA*

Sarah coordinated with town councils and led public outreach events to support zoning updates. She integrated revised zoning content into newly adopted ordinance documents and ensured alignment with county-wide planning goals and regulatory standards.

Technical Ordinance Amendments | INDIANA*

Sarah served as project manager for this set of technical amendments to delete use categories in the commercial and industrial districts, and to update or delete category definitions relative to parking requirements and special use provisions as necessary.

Indiana Air National Guard | INDIANA* 122ND FIGHTER WING

Logistics & Readiness Operations Manager led logistics strategy and readiness for domestic and global missions. She planned high-impact operations and coordinated a joint Army-Air Guard COVID-19 deployment of 70+ Airmen, driving workforce and process optimization to support mission success.

Director of Aircraft Maintenance Operations She oversaw maintenance and readiness for mission-critical aircraft, leading 150+ personnel and improving fleet efficiency. During an international deployment, she managed 270+ personnel across shifts, achieving 100% mission readiness. Her strategic planning, budgeting, and workforce development enhanced performance in high-pressure environments.

*performed with previous employer



Christian Caron PhD

Housing Task Lead /
Economic Development

Dr. Caron is a Senior Research Analyst in Matrix's Government Consulting Services group. He holds a PhD in Political Science from UNC Chapel Hill, where he specialized in state and local government, public policy, and economic analysis. He is a premier expert on housing analytics and policy, having spearheaded five studies on the topic within the past year. His experience spans multiple regions throughout the country, providing him with an intricate understanding of the innovative solutions that communities have been experimenting with to combat their housing challenges. A quantitative social scientist by training, he is careful to ensure that his analyses and recommendations are grounded in high-quality empirical data.

Education

- PhD** Political Science,
University of North Carolina at
Chapel Hill
- B.A.** Political Science,
University of Connecticut

Professional Registrations/Affiliations

National Association for Business
Economics (NABE)

RELEVANT EXPERIENCE

Westminster Housing Needs Assessment | WESTMINSTER, COLORADO

As the Project Manager for this ongoing effort, Dr. Caron oversees a team tasked with quantifying the demand for various housing types, identifying the city's housing challenges, and developing solutions. The study will feature a demographic and economic profile, commute pattern analysis, and projections of future housing need by price point and number of bedrooms.

Housing Inventory and Affordability Analyses |

SURPRISE, PEORIA, TEMPE, AND SCOTTSDALE, ARIZONA

Dr. Caron completed four separate housing analyses on behalf of Surprise, Peoria, Tempe, and Scottsdale, Arizona. Each report features a demographic and economic profile, a housing stock and market analysis, and a supply-demand gap analysis that estimates the housing deficit or surplus at various affordability tiers. To further contextualize the findings, each study compares the city of interest to several "peer" communities. The results culminated in a series of implementable recommendations for each city.

South Puget Sound Housing Study | TACOMA, WASHINGTON

Dr. Caron is currently the lead researcher on a study evaluating the off-base housing market surrounding Joint Base Lewis McChord. After presenting a demographic overview of the region's military population that leverages American Community Survey microdata, the study analyzes the region's rental and for-sale inventories and markets, highlights low-crime neighborhoods with sufficient attainable housing, and identifies existing and future gaps in the inventory. In collaboration with Matrix's Planning team, he is developing recommendations related to zoning and other aspects of housing policy.

Tempe Housing Inventory and Affordability Analysis | TEMPE, ARIZONA

Christian completed a comprehensive assessment of the housing market in Tempe, Arizona. In addition to examining the City's demographics and the general characteristics of its housing inventory, he produced a supply-demand gap analysis that estimated the housing deficit or surplus at various affordability tiers. To further contextualize the findings, the study also compared Tempe's housing market to those of several peer communities. Ultimately, the study will assist local officials as they undertake planning efforts.

Affordable Housing Opportunities for Florida's Military Installations | FLORIDA

Dr. Caron served as the lead researcher on a project evaluating housing policy in Florida's defense communities. The purpose of the study was to recommend reforms to improve affordability and availability. The research process entailed conducting an analysis of local Florida housing markets, with the goal of identifying the regions where the crisis was most acute; coordinating with local officials to obtain information about the current state of policy; and investigating best practices.



Robert Leonhard

PE

Public Facilities & Services Task Lead /
Transportation

Rob is a Texas-licensed engineer with extensive project management experience, demonstrating both subject matter expertise and leadership in the AEC and Planning industries. He has been involved in management, operations, training, and design since the beginning of his career. He excels in project management, specializing in budgeting, planning, team leadership, and contract writing, ensuring smooth project execution from start to finish.

Rob started his career as a United States Air Force (USAF) Civil Engineering Officer and honed his skills as he became a Project Manager with AEC consulting firms. Becoming a Director and Vice President, Rob participated in strategic planning, budgeting, and operations efforts. His code and non-code experience was built throughout his career, in company projects and in civic and community service, culminating in his current position with Matrix where he manages and participates in a multitude of planning efforts.

Education

- MBA** University of Southern
Mississippi
- B.S.** Civil Engineering,
University of Texas at Austin

Professional Registrations/Affiliations

Professional Engineer: Texas #74492

Texas Society of Professional Engineers,
Bexar Chapter, President 2000-2001

American Council of Engineering
Companies, San Antonio Chapter,
President 2016-2017

Real Estate Council of San Antonio,
2006-2023, Executive Committee and
Government Affairs Chair

RELEVANT EXPERIENCE

Rob's career as a Professional Engineer and Manager spans several leadership roles, significantly impacting both private and public sectors. Currently, Rob is a key member of several Military Installation Resilience Reviews, where he specifically determines where the community's role with a federal installation can benefit both the private and public, fostering cooperation in the entire community. His technical and managerial background allows him to bring the key players together in group settings to establish which projects benefit the installation and still help the community. He regularly assumes this role for the enhancement of critical infrastructure.

Rob was an eight-year member of the Technical Advisory Commission to the Planning Commission in the City of San Antonio (CoSA). During this time, he participated in a complete overhaul of the Unified Development Code, providing input to hundreds of changes and updates. Rob was the code writing lead for the first ever CoSA Low Impact Development Code, including technical, process and operations and maintenance features. He was also a citizen's representative in two bond issues for the CoSA, critically evaluating various projects, verifying cost estimates, and prioritizing projects to be presented to the City Council. Highly active in the real estate community, Rob led task force committees and sub-working groups that reviewed pending ordinances of all types, such as zoning, sign, and code enforcement issues that were considered by the City Staff and Council prior to their confirmation.

Rob's extensive experience in the AEC consulting industry demonstrates his strategic vision and leadership capabilities. As a Director and Vice President, he successfully launched branch offices and new groups, excelling in strategic planning, budget forecasting, and project management. During the 2008-2011 recession, Rob grew a branch office from two to ten employees and maintained steady work contracts. From 2011-2021, he established a new development group for a firm transitioning to the private sector, which now enjoys a robust portfolio in commercial and residential projects. Early in his career, Rob's contributions to a strategic planning group helped a firm achieve financial stability in the late 1990s. His proven ability to drive growth and stability makes him an invaluable asset to any organization.

Civic and Community Involvement

- JBSA Compatible Use Plan (CUP), Randolph AFB, 2019-2021
- JBSA Joint Land Use Plan (JLUS) Technical Advisory Committee, Lackland AFB, 2011-2012
- CoSA Citizen's Bond Committee for Drainage Projects, District 10, 2012 and 2017
- San Antonio River Authority, LID Manual Consolidation (User Manual), 2020-2021
- Texas Commission on Environmental Quality, Implementation Plan Committee for addressing bacterial impairment in the Upper San Antonio River, 2016

Joshua Eldridge

Conservation, Wildlife, Parks, & Open Space Task Lead



Education

- M.S.** Restoration Ecology, Colorado State University, 2008
- B.S.** Natural Resource Management, minor in Watershed Science, Colorado State University, 2005

Professional Registrations/Affiliations

40-hour Wetland Delineation
Colorado Riparian Association
Society for Ecological Restoration

Joshua is a senior ecologist with 20 years of experience, including 18 years as an ecological consultant. Joshua is a systems-level thinker that brings cutting edge ecological expertise to planning and design projects focused on creating functional and resilient public spaces for all to enjoy. He specializes in landscape restoration and adaptive management with a particular emphasis on biophilic design approaches to developing resilient and sustainable plant communities within urban systems and the wildland-urban interface. His extensive ecological experience includes project management on complex, multi-year planning and redevelopment projects, open space assessment and design, innovative stormwater management strategies, stream restoration, mitigation planning and design, assessment of disturbed riparian and upland systems, plant community design, and wetland delineations and permitting.

RELEVANT EXPERIENCE

Globeville Landing Outfall Ecological Design and Restoration | DENVER, COLORADO

Joshua served as the ecological project manager leading the ecological restoration strategy and design development for the restoration of the Montclair Creek outfall at Globeville Landing Park. The design approach is based on the ecological functionality of native streams and rivers and integrates the needs of the local community and National Western Center. Joshua helped develop the channel design over an impermeable barrier, including construction details and specifications for channel substrate, growth media, and plant community composition. Joshua and his team have also provided adaptive management monitoring and recommendations following construction. This project won the 2019 Business Achievement Award for Ecological Design from the Environmental Business Journal.

Elk Meadow Dog Off-Leash Area Restoration | EVERGREEN, COLORADO

The Stagecoach South open space property was historically used as an off-leash dog training facility and dog park with over 4,000 weekly visitors making it one of Colorado's most popular dog parks. Use of the open space led to degradation of water quality and a reduction in native plant diversity. The open space was closed in 2017 to the public to prevent further degradation and restore the property to improve overall ecological function and downstream water quality. The project involved natural stream restoration design and revegetation using native seed mixes and wetland plugs. As Ecological Project Manager, Joshua provided ecological assessment and guidance for the restoration of the Ponderosa pine-forested, 104-acre off-leash dog area, which included soil sampling, recommendations for minimizing erosion and soil compaction, streambank stabilization and revegetation, and revegetating uplands. Joshua led the post-construction monitoring to ensure restoration success.

Coal Creek Restoration Design | ERIE, COLORADO

Joshua served as the ecological lead for the assessment and design of a portion of Coal Creek through the Town of Erie – portions of which have become channelized or constricted due to local development, causing flooding of homes, roads, and businesses. Joshua led environmental site assessments, including analyses of site soils, vegetation, tree health, water quality, and habitat fragmentation to inform restoration efforts and design improvements.

South Platte River Vision and Implementation Plan | ADAMS COUNTY, COLORADO

A coalition of municipalities is currently developing a long-term vision for the South Platte River Corridor. The goal of the SPR Vision Plan is to create a more connected and ecologically functional river corridor for all to enjoy. Joshua served as the Ecological Task Lead as part of this multidisciplinary planning effort. Joshua and his team utilized the landscape typology process developed earlier for Adams County to assess the vegetation communities within the 17-mile planning area that extends through Arapahoe and Denver Counties and into Adams County. Joshua assisted with public outreach, stakeholder coordination, field assessments, analysis, and preliminary recommendations for the target areas. The next phase of the project is to develop specific plans and designs for the identified target areas.



**Bryan
Copp**

Transportation Task Lead

Education

M.L.A. Landscape Architecture
The University of Arizona

B.A. Urban and Regional Planning,
Eastern Washington University

Professional Registrations/Affiliations

American Society of Landscape
Architects (ASLA)

*performed with previous employer

Bryan brings deep expertise in transit-oriented development (TOD), corridor revitalization, and multi-jurisdictional coordination. He has taken over as Project Manager for the South Central TOD Implementation project, providing continuity for the client and a deep understanding of the corridor's evolving needs.

Bryan previously worked on the South Central corridor during earlier phases of the light rail extension and TOD planning, helping shape the vision for equitable development and land use transformation along the alignment. He is particularly skilled at facilitating visioning processes that help clients and stakeholders articulate clear, shared goals for the future. His work supports communities and agencies in identifying what they want to become - and then building actionable strategies to get there.

In addition to his long-standing involvement in Phoenix, he has led or contributed to TOD and corridor planning projects across the U.S., including in Seattle, Atlanta, and other cities, as well as internationally in Canada and the Middle East. His approach centers on place-based strategies that integrate land use, mobility, and community identity - grounded in strong implementation frameworks that lead to real results.

RELEVANT EXPERIENCE

South Central Transit Oriented Development (TOD) Implementation |

PHOENIX, ARIZONA

Project Manager for planning effort which aims to transition from planning to strategic implementation along Valley Metro's recently opened South Central Extension light rail corridor. The team identified actionable community-driven opportunities for responsible development and infrastructure improvements in four character area districts that are served by seven new stations.

Accessible Mt. Baker Multi-modal Plan | SEATTLE, WASHINGTON*

Managed advancement of a unique station area plan that included a transformative traffic solution, new transit center, transit plazas, and streetscape specifically for enhancing pedestrian and bicycle safety and access at one of the most dangerous intersections in the Seattle area, and for stimulating development of an active and vibrant urban community in the heart of the Rainier Valley.

Overlake Village South and Marymoor Sub-area Studies | REDMOND, WASHINGTON*

Planning and urban design discipline lead for development of land use area plan culminating from proposed arrangement of multimodal network and complete streets. Included planning and conceptual design for streetscape, infrastructure, and stormwater alternatives for two light rail station areas expected to achieve significant development.

Tacoma Dome Link Extension Early Station Location and Concept Design, Sound Transit | SEATTLE, WASHINGTON*

Led HDR station design team that refined station locations and developed station and area concept design plans for Fife and East Tacoma stations as part of the early environmental screening process and preparation for future TOD.

South Cuizhai Urban Design | JINAN, CHINA*

Planner/Urban designer for HDR - Calthorpe team that won international competition to develop land use and urban design plans for various future development areas including Convention Center, SOHO Arts District, Medical District, and Urban Center which contains Lakes and Museum District, that will be served by future transit system.

Federal Way Link Extension Station Area Planning and Conceptual Design, Sound Transit | SEATTLE, WASHINGTON*

Developed TOD station area plans and helped facilitate stakeholder workshops for the 7.5-mile extension Locally Preferred Alternative (LPA) of the Sound Transit Link LRT system.



**Nick
Melfi**
PMP

Economic Development Task Lead

Nick is an Army veteran with a distinguished active-duty career leading diverse teams and managing large, complex projects, and he continues to serve in the Army Reserve. Nick served in multiple echelons of leadership in the 82nd Airborne Division, the 4th Infantry Division, and the Infantry School. He most recently served as a Company Commander at Fort Carson, Colorado, where he led the top performing team in his unit.

While an instructor at Fort Benning, he earned his MBA from Emory University with a concentration in finance. His academic performance earned him the Art Dietz Faculty Award for Excellence in Finance.

Education

- MBA** Emory University, 2021
- B.S.** Mathematics and Economics, American University, 2014
- B.A.** Political Science, American University, 2014

Professional Registrations/Affiliations

DoD Secret Clearance
Project Management Professional (PMP)

RELEVANT EXPERIENCE

Washington Defense Economic Impact Study | WASHINGTON

Nick leads our current economic impact analysis of defense activity in Washington state. He is in the process of collecting data from installations and public sources, as well as planning engagements with military, business, and community stakeholders.

Arkansas Defense Economic Impact Study | ARKANSAS

Nick leads our current economic impact analysis of defense activity in Washington state. He is in the process of collecting data from installations and public sources, as well as planning engagements with military, business, and community stakeholders.

Florida Defense Economic Impact Study | FLORIDA

Nick co-leads the effort for this year's update to the Florida Defense Support Task Force's Defense Economic Impact Study. For this project, he and his fellow researcher compiled data on direct defense spending from multiple sources and conducted the analysis to determine the total direct, indirect, and induced impacts on Florida's economy.

DeFuniak Springs Redevelopment Plan Update | DEFUNIAK SPRINGS, FLORIDA

Nick provided analytics support on this project. The report featured population projections, analyzed housing affordability and availability, and proposed changes to the city's land use and zoning code. To build support for the plan, Matrix facilitated a series of community engagements, where residents had an opportunity to review the findings and provide feedback.

Westminster Housing Needs Assessment | WESTMINSTER, COLORADO

Nick served as Demographic and Economic Analysis for this recently completed project. The report features data from the American Community Survey and Esri, among other sources. In addition, Matrix created an original, 22-question community survey, which yielded valuable insights on residents' preferences for new housing.

Air Force Installation and Mission Support Center | NATIONWIDE

Nick spearheads the effort to develop an Air Force-wide asset management plan for fire and emergency services (F&ES) for the Air Force Installation and Mission Support Center (AFIMSC). He has analyzed thousands of budgetary and expenditure data points to identify patterns and streamline allocation and approval processes for F&ES leadership. His work resulted in actionable recommendations that will significantly increase efficiencies for the AFIMSC and the entire Air Force.

South Mississippi Defense Strategy | MISSISSIPPI

Nick supported numerous engagements for the South Mississippi Defense Strategy Mission Attraction Study, in which he interviewed numerous installation, local government, and industry stakeholders to identify actionable steps the state can take to protect and grow its military missions. Additionally, Nick conducted economic analysis of proposed actions to determine which would be most impactful.

Growing the Military Mission in Virginia | VIRGINIA

Nick supported numerous engagements for the latest Strategy to Action initiative, in which he facilitated discussions between and recorded feedback from installation and community stakeholders for use in developing actionable steps to protect and grow the Commonwealth's military missions.



Chris has 22 years of professional experience in the GIS field and has been with Matrix for 19 years. As a certified GIS Professional, he has provided support in both the public and private sectors on diverse projects, including comprehensive and general plans, 3D modeling, database creation and management, automation and visualization, financial/economic analysis, demographics, housing analysis, GIS data improvement, custom application design, transportation planning, and stakeholder engagement. Chris believes in the power of GIS to provide information that enlightens the decision-making process. Chris prides himself on delivering the best product and information possible to the client.

RELEVANT EXPERIENCE

Education

- M.S.** Geographic Information Science, University of Denver, 2006
- B.A.** Geography, University of Denver, 2003
- B.S.** Environmental Science, University of Denver, 2003

Professional Registrations/Affiliations

Geographic Information Systems
Professional (GISP) #91306

Technical Skills

GIS Software: Esri ArcGIS Suite

CAD Software: AutoCAD

GPS Units: Trimble's Line of Products

Programming: VB.NET, VBA, HTML, Python, JavaScript, and SQL

Databases: SQL Server, Oracle, MySQL, and Microsoft Access

Reporting Software: Crystal Reports

Page General Plan Update | PAGE, ARIZONA

Chris was the GIS Lead on this project, working directly and collaboratively with City staff to create a new future land use map and official zoning map from existing parcel data. The Page planning director was enthusiastic about the unique opportunity to engage in the dynamic, real-time exercise of designating land uses for an extensive inventory of city-owned land as well as unify the zoning map and future land use map. Extensive communication specific to land use planning was critical to the success of the exercise and contributed to the development of an award-winning plan. *This plan received an Honorable Mention Award for General Plan and Collaborative Planning from the Arizona Chapter of the American Planning Association.*

Denton 2040 Comprehensive Plan | DENTON, TEXAS

Chris oversaw the GIS mapping effort for the comprehensive plan. Figures that were created included future land use, existing land use, population change, zoning, and water and wastewater infrastructure.

Buckeye General Plan Update | BUCKEYE, ARIZONA

Chris was the GIS Analyst for this unique and award-winning planning project for the City of Buckeye. Chris provided quality control of all the maps in the project's map atlas and general plan documents.

City of Colorado Springs Housing Needs Assessment | COLORADO SPRINGS, COLORADO

Chris was the GIS & Mapping Task Lead for the City of Colorado Springs Housing Needs Assessment. The project aimed to identify current housing gaps, both in terms of availability and affordability, across different income levels. We analyzed existing housing stock, vacancy rates, demographic trends, and factors contributing to housing instability. The assessment also evaluated the City's displacement risks and provide recommendations for policies and programs to address these challenges.

Envision Glendale 2040 General Plan | GLENDALE, ARIZONA

The general plan update took place for a variety of reasons: to be consistent with Arizona general plan legislation; to reflect current conditions such as the development of employment and transportation corridors on Loop 101, Loop 303, and Northern Parkway; to recognize the sports and entertainment district; and to further Glendale's partnership with Luke AFB. Chris coordinated all mapping efforts for the update including the development of the land use map. He also analyzed existing community character and public services in GIS to inform recommendations and the underlying zoning code.

Wickenburg Redevelopment Area Study | WICKENBURG, ARIZONA

Chris was the GIS Lead, and he developed the data collection applications that were used to document blight factors for each property of interest. That data was summarized in easy-to-understand maps and custom reports per property were generated in an automated fashion.

Tempe, Scottsdale, Surprise, Peoria, and Show Low Housing Inventory and Affordability Analyses | ARIZONA

Chris served or is serving as the GIS Lead for these five separate projects with similar scopes. Using the latest demographic and housing information, Matrix performed spatial analyses and completed a series of maps that depicted current and future housing needs within these cities.



Laney Corey

Community Engagement

Laney is a Senior Planner at Matrix. She specializes in comprehensive and specific area planning, housing needs assessments, and has extensive experience in policy and public engagement. Through these projects, Laney has led the development of numerous public engagement activities, materials, displays, and presentations. At stakeholder and community meetings, she works directly with the public to encourage insightful dialogue and participation. Prior to joining Matrix, Laney worked as a public sector planner for the Town of Queen Creek. There, she managed land entitlement and development applications and worked closely with the capital improvements team as the project planner.

RELEVANT EXPERIENCE

Education

- M.A.** Urban & Environmental Planning, Arizona State University, 2022
- B.S.** Urban Planning, Arizona State University, 2020

Professional Registrations/Affiliations

American Planning Association (APA)

* performed with previous employer

Wellington Housing Needs Assessment | WELLINGTON, COLORADO

As Lead Planner for this project, Laney is leading the development of an Affordable Housing Strategy. Her responsibilities include a comprehensive review of existing zoning districts to propose amendments that promote housing affordability. Laney is also identifying areas for increased housing diversity and conducting detailed analyses of housing production costs to inform practical, cost-effective recommendations. The approach prioritizes opportunities and qualified approaches that align with the Town's recently adopted Comprehensive Plan.

Wickenburg 2045 General Plan and Zoning Ordinance | WICKENBURG, ARIZONA

As the Project Planner for the Wickenburg 2045 General Plan update, Laney played an active role in public coordination efforts. She managed the intake of public comments and identified key community opportunities and concerns, ensuring the development of an inclusive and community-responsive plan. Additionally, she participated in public outreach meetings, engaging residents to help them understand the General Plan's purpose and facilitating opportunities for meaningful community involvement.

Socorro 2040 Comprehensive Plan | SOCORRO, TEXAS

Laney served as the Lead Planner for the 2040 Socorro Comprehensive Plan project, where she developed and executed a robust public involvement plan to encourage active community engagement. Her role involved conducting research and interviews with diverse stakeholder groups in the Socorro community to ensure inclusivity and representation throughout the planning process. She also coordinated the successful "Socorro Sunday" booth, a local community event designed to gather input from attendees who might not typically attend public meetings. This initiative was pivotal in broadening outreach and require assistance in drafting code language to align with new state legislation. Laney has played a key role in providing technical guidance, ensuring these communities remain compliant with statutory requirements.

La Paz 2035 Comprehensive Plan | LA PAZ COUNTY, ARIZONA

As the Lead Planner for the La Paz 2035 Future Unlimited Comprehensive Plan project, Laney coordinates all outreach efforts. This includes developing transferable community meeting materials that can be used at five different meeting locations across the County while tailoring the content to ensure relevance for each specific meeting setting. She also created content for an engaging, dynamic project website, which is regularly updated to maintain transparency and foster positive communication with the public.

Buckeye Landing Specific Area Plan | BUCKEYE, ARIZONA

Laney is currently the Project Planner for the City of Buckeye's Landing Specific Area Plan. In this role, she manages community comments and designs engagement activities to address concerns, assess strengths, and identify opportunities for the Landing area. After public meetings, Laney analyzes feedback and compiles reports summarizing key themes and insights from community interactions. She also coordinated two technical steering committee meetings, which are composed of city staff, with tailored activities to assess the feasibility of the plan's implementation and identify potential barriers to its success.

Colin Lowe

Housing



Colin is an accomplished urban and regional planner with broad experience in economic development, housing policy, and long-range planning. At his previous firm, he developed housing strategies, multimodal transportation plans, and land use analyses—most notably leading a comprehensive Housing Policy Toolkit for Pinellas County and contributing to Comprehensive Plan updates for Tampa and Leesburg. Since joining Matrix in 2025, Colin has played a key role in Housing Needs Assessments for cities including Colorado Springs and Commerce City, CO, and is managing a technical housing assistance program throughout Maricopa County, AZ. His skills in research, policy writing, and analysis—including sociodemographic forecasting and economic modeling—have informed planning efforts nationwide.

Education

- M.S.** City and Regional Planning, University of North Carolina at Chapel Hill
- B.S.** Political Science, Minor: Urban Studies and Planning; Minor: Philosophy, Politics, and Economics (PPE), University of North Carolina at Chapel Hill

Professional Registrations/Affiliations

American Planning Association (APA)
American Planning Association National Capital Area Chapter (APA-NCAC)

Publications

Adding to the Disc-course: The Case for Urban Disc Golf. April 2023. Published by the Professional Disc Golf Association (PDGA)

HOUSING AND COMMUNITY DEVELOPMENT

MAG HOME Technical Assistance Housing Study | MARICOPA COUNTY, ARIZONA

Colin is serving as the Project Manager for this technical housing assistance program offered to the cities of Maricopa County. As part of this work, Colin is leading the development of Housing Action Plans for the Cities of Buckeye, Surprise, and Tolleson, and is providing technical assistance to several other municipalities in support of the preservation and construction of affordable housing. Such technical assistance includes conducting a zoning assessment and creating a model zoning ordinance for the City of Goodyear and researching potential housing partnership and funding opportunities for the cities of Scottsdale and El Mirage. Additionally, on behalf of the City of Phoenix, Colin is conducting an in-depth sociodemographic housing analysis and is helping to create a public-facing housing dashboard.

Tampa Comprehensive Plan Assistance* | HILLSBOROUGH COUNTY, FLORIDA

Colin was part of a team that is updating and re-writing the Comprehensive Plan for Tampa, Florida. As part of this work, Colin researched redevelopment best practices, urban growth strategies, and incentives for affordable housing, transit-oriented development, and mixed-use development. He also helped to draft Comprehensive Plan policies and write the plan. A large focus of this work was creating the city's first ever 'Efficient and Resilient' sliding scale density bonus for developments that attain various levels of LEED certification and renewable energy generation. Lastly, Colin assisted in conducting a future land use assessment to inform the plan, assisted with the social media outreach campaign, and developed presentations to offer the public an update on the process.

Housing Policy Toolkit* | PINELLAS COUNTY, FLORIDA

In partnership with Forward Pinellas and Pinellas County, Colin managed and led the development of a comprehensive Housing Regulatory Toolkit for use by local governments. He reviewed land development regulations and comprehensive plans from all 25 jurisdictions in the county to identify gaps, inconsistencies, and needed updates for countywide policy alignment. This analysis was supported by an AI model Colin developed to assess the presence of key policies and best practices. He also updated the Countywide Rules, which guide land use and development decisions. In addition, Colin conducted extensive engagement, including interviews with developers and other stakeholders, and led a series of housing policy workshops with local government planners. The review of local regulations and regulations and the series of engagements informed the development of the Toolkit, which provides housing strategies, incentives, and standards for local government use. Lastly, Colin worked directly with local government staff to help determine barriers to Toolkit adoption and to create a strategy to adopt the appropriate regulations.

Comprehensive Plan Update* | LEESBURG, FLORIDA

Colin helped to update the Leesburg Comprehensive Plan. As part of this project, Colin reviewed the current Plan, as well as other similar plans from across the state, and provided policy recommendations and language for the updated Plan. A large part of this work centered around reviewing the proposed changes to the Conservation Element of the Plan, suggesting revisions based on identified best practices, and ensuring consistency with local and state policy.

* work performed with a previous employer



Education

B.S. Geography/Planning,
Northern Arizona University,
1987

Professional Registrations/Affiliations

American Institute of Certified Planners
(AICP) #345386

George is an urban planning professional with over 30 years of experience in cities, counties, and the U.S. military. His extensive background in both the private and public sectors includes developing municipal general development plans, supervising code enforcement, reviewing zoning requests, and preparing economic data for block grants, site plans, and construction drawings. In his role with the Department of Defense, George managed the creation of the Installation Development Plan for Guam's Andersen Air Force Base and conducted asset evaluations for various military facilities. He also prepared DD Form 1391 (aka Military Construction Project Data Sheets). His familiarity with the Shore Facilities Planning System and the internet Navy Facility Assets Data Store underscores his expertise in military infrastructure planning. George's comprehensive experience and proven ability to navigate complex planning processes make him an invaluable asset for projects requiring meticulous planning and strategic development.

RELEVANT EXPERIENCE

Make it Chino! 2040 General Plan | CHINO VALLEY, ARIZONA

George was as project support for the Make it Chino! General Plan and assisted the team in development of the land use and public facilities elements, including goals and policies. Another important component of the Plan was to ensure it aligned with recent changes to Arizona legislation. Development of the Plan relied heavily on community engagement. This resulted in broad public engagement through online activities and in-person events to ensure the community's vision was supported.

Bixby Zoning and Subdivision Code Update* | BIXBY, OKLAHOMA

As a Project Planner for the Bixby Zoning and Subdivision Code update, George played a key role in reviewing and evaluating the existing zoning and subdivision codes, identifying redundant and outdated practices. Utilizing his knowledge of Oklahoma statutes, he conducted a thorough assessment of areas within the code that were non-compliant with state regulations. This comprehensive audit culminated in a report detailing her findings, which included recommendations for best practices in future code writing and suggestions for improvements to the current codes.

Cottonwood General Plan* | COTTONWOOD, ARIZONA*

George supervised the General Plan process for the City of Cottonwood twice, in 2003 and 2013. He collaborated with local jurisdictions, regional planning groups, property owners, the media, and the public. George conducted community meetings, managed publicity and outreach, developed the final plan documents, including narratives and graphics, and represented the project during public hearings.

Cottonwood Downtown Redevelopment* | COTTONWOOD, ARIZONA*

George was integral to an interdepartmental team that developed plans and secured funding for streetscape renovations in Old Town Cottonwood. The project included a centralized public parking initiative and a three-phase installation of new curbing, curb-outs, sidewalks, period streetlights, and street furniture along a half mile stretch of Main Street. This comprehensive effort played a crucial role in kickstarting the downtown revitalization process.

Cottonwood Code Enforcement* | COTTONWOOD, ARIZONA*

George was responsible for administering and enforcing City Building and Zoning codes, overseeing staff development, budgeting, fieldwork, and tracking violations. He also established a Hearing Officer process for prosecuting code violations as needed.

* Indicates work with a previous employer



Joseph Ehrenberger

MS

Conservation, Wildlife,
Parks, & Open Space

Education

- M.S.** Biology (Ecology and Organismal Biology),
Indiana State University, 2010
- B.A.** Music (Education and Performance),
Virginia Tech University, 1999

Professional Registrations/Affiliations

Colorado Wildlife and Transportation Alliance

The Wildlife Society (Colorado)

Partners in Amphibian and Reptile Conservation

Great Plains Herpetological Conservation Group (Colorado delegate)

Front Range Northern Leopard Frog Working Group (Coordinator)

National Wildlife Control Operators Association (Master Instructor)

Joseph is a seasoned wildlife biologist, boasting an impressive 22-year track record that spans a diverse array of professional settings, including zoos, government agencies, and the consulting sphere. His extensive experience is a testament to his unwavering dedication to the world of wildlife. Throughout his career, Joseph has left no stone unturned when it comes to working with a wide spectrum of non-game species and their intricate habitats. His expertise extends to critical areas such as invasive wildlife management and the resolution of human-wildlife conflicts. Additionally, he is a stalwart champion of rare plant conservation and a formidable force in the realm of weed management. Joseph's commitment to mitigating human-wildlife conflicts is not just limited to words; he has taken tangible steps to make a difference. He spearheaded the establishment of the national training standard for venomous snake safety and risk management, setting a benchmark for safety across the country.

Joseph does not just excel as an individual; he actively contributes to the larger community. His involvement in regional and national committees dedicated to wildlife conservation highlights his commitment to the greater cause. Joseph's impact extends even further as the Coordinator for Colorado's Front Range Northern Leopard Frog Working Group. In this role, he collaborates closely with numerous local agency partners, demonstrating his ability to foster productive partnerships and achieve conservation goals. His wealth of experience, leadership, and dedication make him an invaluable asset for any endeavor in the realm of wildlife management and conservation.

RELEVANT EXPERIENCE

Colorado Natural Heritage Program & Colorado State Land Board | COLORADO STATEWIDE

Joseph served as the wildlife biologist assigned through the Colorado Natural Heritage Program and then contracted independently surveying wildlife, habitats, and related assets (e.g., fences and roads) on lands managed statewide. To best choose and assess parcels across three million acres, he communicated with agency, organization, and private landowner partners for State Trust Land realignment. He performed focused surveys of state and federally listed species and Species of Greatest Conservation Need in southeast, central, and northwest Colorado for mitigation banking and ecosystem services opportunities.

South Platte River Vision and Implementation Plan | ADAMS COUNTY, COLORADO

A coalition of municipalities is currently developing a long-term vision for the South Platte River Corridor. The goal of the SPR Vision Plan is to create a more connected and ecologically functional river corridor for all to enjoy. As part of this planning effort, Joseph worked with several members of the incoming Matrix team to assess the vegetation communities within the extents of the 17-mile planning area that extends through Arapahoe and Denver Counties into Adams County. Joseph's background helped to inform specific habitat assessment and planning considerations for wildlife habitat.

Bear Creek Park Master Plan | DENVER, COLORADO

The Bear Creek Park Master Plan is a collaborative effort to re-envision the 90-acre Bear Creek Park located in southwest Denver. For this project, the Matrix team provided ecological services to evaluate the ecological context of the project site, provide feedback on the ecological elements of project alternatives, assist with stakeholder engagement, and provide ecological considerations to the master plan. To promote the master plan development, Joseph provided specific considerations on wildlife habitat planning to guide the design alternatives development phase of the plan. The efforts for this project also included the development of an ecological conditions report that summarized the plant community assessment, habitat quality, and overall assessment of the landscape to inform maintenance recommendations.



Mary is an interdisciplinary geographer and cartographer specializing in leveraging geospatial technologies for data analysis and visualization. She excels in creating impactful, data-driven solutions that facilitate planning and decision-making. She has extensive experience using demographic and urban infrastructure data to understand community profiles and identify areas with high levels of need for various services. She is adept at creating compelling maps and visuals to support presentations and reports, along with developing web maps and dashboards empowering users to interact with their own data and derive meaningful insights. Mary's commitment to maintaining accessibility for end users ensures that the visualizations and tools she creates are powerful and effective while still being user-friendly to best support decision makers.

Education

- M.A.** Applied Geography and Geospatial Science, University of Colorado Denver, 2023
- Cert** Geographic Information Systems
- B.A.** Environmental Science, University of Colorado Denver, 2017

Professional Registrations/Affiliations

GIS Professional #162266
American Association of Geographers
Women in GIS

Technical Skills

ArcGIS Suite: ArcMap, ArcGISPro, ArcGIS Online, Dashboards, Experience Builder

Programming: SQL, Arcade, Python

Database Design and Management

Spatial Analysis and Modeling

Cartographic Design

Technical Writing

Documentation and Training Guides

RELEVANT EXPERIENCE

Colorado Springs Housing Needs Assessment | EL PASO COUNTY, COLORADO

Mary served as the GIS lead for a complex, multi-jurisdictional housing needs assessment spanning multiple cities and county jurisdictions, overseeing the planning, management, and execution of geospatial analyses and deliverables. She worked closely with clients to clarify data inputs, support understanding of key datasets, and align technical approaches with requirements of SB 24-174. Her work integrated demographic, socioeconomic, environmental, land use, and market datasets. Key contributions included designing a custom methodology to identify underbuilt parcels, compiling diverse datasets to produce a displacement risk map, and developing an interactive dashboard that synthesized extensive housing metrics in a user-friendly, accessible format. Mary also provided key stakeholder engagement services including translation of findings to city and county goals and priorities, supporting understanding and implementation of recommendations.

Eastern Wastewater System Expansion Project Mapping Tool | EL PASO COUNTY, COLORADO

Mary led the development of a Project Mapping Tool for a major wastewater expansion project in Colorado Springs, integrating aerial imagery with complex datasets including built infrastructure, utilities, and natural resources. The tool featured a dashboard interface that allowed stakeholders to visualize and query multiple datasets in one place, streamlining coordination and decision-making. The tool evolved through multiple project phases, with later phases including incorporation of live data for progress tracking and reporting of key metrics. This project highlights her skills at managing large geospatial datasets in high-profile, politically sensitive environments while creating accessible tools that support cross-disciplinary, multi-organizational teams.

Commerce City Housing Needs Assessment | COMMERCE CITY, COLORADO

Mary led the planning and execution of all geospatial analyses for a housing needs assessment in Commerce City, with a focus on understanding displacement risk and demographic trends. She developed a spatial model to assess displacement vulnerability, analyzed census tract and housing data to identify population patterns, and created a series of detailed maps to visualize key findings. To enhance accessibility and engagement, Mary also designed an interactive, web-based version of the final report using ArcGIS StoryMaps. Throughout the project, Mary coordinated with stakeholders to align analysis methodologies and findings with a recently updated Transportation Master Plan.

Tempe Housing Inventory and Affordability Analysis | TEMPE, ARIZONA

Mary contributed to data analysis and visualization of economic and demographic data in a study evaluating the occurrence of affordable housing in Tempe, Arizona. Mary worked with census and parcel data to create a series of maps visualizing various indicators across the Tempe area including average apartment rent, average age of housing stock, and percent of student population per census block group. These maps contributed to a better understanding of the spatial patterns and trends in Tempe relating to the housing market and informed a series of implementable recommendations for the City of Tempe.

Michael Wright

Implementation Plan



Michael is an accomplished planner with experience supporting comprehensive planning, compatibility studies, and land entitlement projects across the country. His work reflects a strong understanding of local priorities within a national context, enabling him to contribute meaningfully to a wide variety of planning efforts. He has excelled in community and compatibility planning, as well as land entitlement projects. Michael can navigate regulatory frameworks at the local, state, and federal levels. He effectively addresses the evolving needs and challenges of the communities Matrix collaborates with, ensuring sustainable and inclusive planning practices. Driven by a passion for positive change, Michael is dedicated to enhancing the well-being of the communities served by Matrix.

Education

- M.A.** Urban & Environmental Planning,
Arizona State University, 2023
- B.S.** Political Science,
University of Michigan, 2019

Professional Registrations/Affiliations

American Planning Association (APA)

RELEVANT EXPERIENCE

Chino Valley General Plan | CHINO VALLEY, ARIZONA

Michael worked as support staff on the Make it Chino! 2023 General Plan update. His tasks centered around data retrieval, including finding past and current U.S. Census data on demographics to build a thorough narrative of the community. He also researched economic elements within the town such as housing costs, median incomes, and employment.

Additionally, Michael assisted in helping host public meetings. By assisting with the meetings, he ensured that residents who participated understood the process for updating the Town's General Plan and allowed residents to have their voices heard through interactive and survey-related activities.

Wickenburg General Plan and Zoning Ordinance Update | WICKENBURG, ARIZONA

The Wickenburg General Plan and Zoning Ordinance Update were coinciding but separate projects. Michael assisted with the General Plan Update by the following:

- Demographic data, including US Census data, Bureau of Labor Statics data, and local data sources such as prior demographic profiles.
- Research of past Town plans, including prior general plans, strategic plans, airport plans, and any other plan that could assist in updating the Town's vision of their future.

Furthermore, Michael assisted with the Wickenburg Zoning Ordinance Update by conducting an audit of outdated measures in the previous Zoning Ordinance. This task included looking for measures that may not reflect the current values of the Town or that may make it harder to achieve goals the Town has set for themselves and their residents. By auditing the former Zoning Ordinance, several out-of-date practices were able to be flagged and removed or replaced with better practices

Bixby General Plan Update | BIXBY, OKLAHOMA

Assistance with the Bixby General Plan update included the preliminary research conducted to gather prior documents and data to understand changes that have occurred in the city since the last General Plan was written. The research included examining previous census data in comparison with current census data, looking at goals and values that may have been current in the past but have become outdated, and finding data and documents for comparable cities to find best practices that may be applicable to the Bixby General Plan Update.

Land Entitlements | ARIZONA

Michael has supported Matrix's Land Entitlement team across Arizona by conducting detailed site visits, preparing pre-application narratives, and managing communications with municipal officials. He has played a key role in processing general plan amendments and rezoning applications, ensuring all applicable materials meet local requirements and project deadlines.



Anniston, AL

Hagåtña, GU

Niceville, FL

Atlanta, GA

Lone Tree, CO

Phoenix, AZ

Colorado Springs, CO

Mesa, AZ

San Antonio, TX

Denver, CO





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Barry Williams, Public Works Director

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

100-575-320

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible action to approve a contract with Design Workshop, Inc. for design services and preparation of construction documents for the US 95A/US 50A Roundabout Intersection for an amount not to exceed \$30,400.

AGENDA ITEM BRIEF:

This is a request to approve a contract with Design Workshop, Inc. for design services and preparation of construction documents to re-landscape the US 95A/US 50A Roundabout Intersection, also known as the Fernley Roundabout.

RECOMMENDED MOTION:

"I move to Approve a contract with Design Workshop, Inc. for design services and preparation of construction documents for the US 95A/US 50A Roundabout Intersection for an amount not to exceed \$30,400."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council can deny the request and provide staff with further direction.

BACKGROUND:

At the FCC Meeting on December 18, 2024, a future agenda request was made to discuss plans to re-landscape the Fernley Roundabout, also known as the US 95A/US 50A Roundabout Intersection. Design Workshop, Inc. is on the City of Fernley's list of qualified professionals. The Public Works Department received a proposal from the firm on November 4, 2025, which describes a comprehensive list of services required to prepare construction documents to re-landscape the roundabout intersection.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

City of Fernley, Nevada Purchasing and Procurement Policy

FINANCIAL IMPLICATIONS:

This action item has not been budgeted for. This contract service will be purchased using G.L. number 100-575-320.

ATTACHMENTS:

1. Designs Workshop Contract
2. Fernley Roundabout - Proposal 251104

CONTRACT

A Contract For Design Professional Services

THIS CONTRACT is made and entered into this 17th 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 Design Workshop, Inc., a Foreign Corporation, whose address is 128 Market St., Ste. 3E, Stateline, NV 89449 ("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:** Attached hereto as Attachment A and incorporated herein by this reference.
 - a. Scope of Work. Contractor hereby agrees to provide the services set forth in the Scope of Work.
 - b. Fee Schedule.
 - c. Schedule of Services. Tasks and subtasks shall be completed in accordance with the schedule. Any change(s) to the schedule must be approved in writing by the City's Project Manager.
 - d. Project Team. Contractor will perform the work using the project team identified. Any changes to the project team must be approved in writing by the City's Project Manager.

CONTRACT

A Contract For Design Professional Services

- b. **Standard Of Care:** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this agreement Contractor shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor Cooperation with City. Contractor agrees that its officers, associates, employees and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.
- c. **Notice to Proceed.** Contractor shall not commence work until the Contract is fully executed by City and Contractor and a Notice to Proceed (NTP) has been issued to the Contractor by the City.

3. REQUIRED APPROVALCOMPENSATION AND TERMS OF PAYMENT:

- a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment A and incorporated herein by this reference.
- b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.
- c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work & 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.
- e. **Not to Exceed.** The maximum amount payable to Contractor to complete each task is equal to the not-to-exceed amounts identified in Attachment B. Contractor may submit a written request to the City's Project Manager to reallocate not-to-exceed amounts between Tasks. The request to reallocate must be accompanied by a revised fee schedule with associated revised not-to-exceed amounts and must be approved in writing by the

CONTRACT

A Contract For Design Professional Services

City's Project Manager prior to performance of the work. Contractor shall not be compensated in excess of the Total not-to-exceed Contract amount:
Subtotal Professional Services: (Tasks 1 to 4) \$30,400.00

Subtotal OPTIONAL Professional Services: (N/A) \$

Total NTE Amount (Including OPTIONAL Services) \$30,400.00

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

If to the City: Public Works Director
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

If to Contractor: Design Workshop, Inc.
128 Market Street, Suite 3E
Stateline, NV 89449

4. **INSPECTION & AUDIT:**

- a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon 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

CONTRACT

A Contract For Design Professional Services

any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

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

5. TERMINATION OR SUSPENSION:

- a. **Suspension.** The City may suspend, without cause, the performance by Contractor under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Contractor. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay Contractor the amount of compensation earned as of the effective date of the suspension.
- b. **Termination Without Cause.** The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.
- c. **Termination for Non-Appropriation.** Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the 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:

CONTRACT

A Contract For Design Professional Services

- i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.
- e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.
- f. **Winding Up Affairs upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.

CONTRACT

A Contract For Design Professional Services

- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
 - iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).
6. **REMEDIES:** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.
7. **ATTORNEYS' FEES, COSTS, AND EXPENSES:** Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Contract.
8. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
9. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
10. **INDEMNIFICATION:** The City does not require the Contractor to defend, indemnify or hold harmless the public body or the employees, officers or agents of that public body from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the public body.

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- a. The City does require the Contractor to indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor in the performance of the contract.
- b. The City does not require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor. If the Contractor is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body, as reimbursement for the attorney's fees and costs incurred by the public body in defending the action, by the Contractor in an amount which is proportionate to the liability of the Contractor.
- c. The City does require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are not based upon or arising out of the professional services of the Contractor.

11. INDEPENDENT CONTRACTOR: Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend

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the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

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

CNR

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: Design Workshop, Inc. has entered into a contract with Owner to perform work from THE 17 DAY OF DECEMBER, 2025 to THE 30 DAY OF JUNE, 2026 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

Public Works Department
City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

COF

CTR

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

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

c. General Requirements.

- i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
- ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
- 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

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not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.

- vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.

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

- i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
- ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
- iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
- iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to 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

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A Contract For Design Professional Services

Contract if such breach is not remedied; or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to Contractor or charge the replacement insurance costs back to Contractor.

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

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

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

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

17. PROPRIETARY INFORMATION: Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing,

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the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.

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

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

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

20. LOBBYING: The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency, legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected

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official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

- 21. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017):** By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSULTANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.
- 22. PROPER AUTHORITY:** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
- 23. GOVERNING LAW; VENUE:** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.
- 24. INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.
- 25. COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

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A Contract For Design Professional Services

- 26. ADVICE OF COUNSEL:** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.
- 27. MODIFICATION; NO WAIVER:** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.
- 28. INTERPRETATION OF AGREEMENT:** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.
- 29. COOPERATION OF PARTIES:** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.
- 30. NON-DISCRIMINATION:** In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. Contractor further agrees to

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

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CONTRACT

A Contract For Design Professional Services

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

CITY OF FERNLEY

Mayor, City of Fernley Date

City Manager, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

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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)

DATED this _____ day of _____, 20__.

STATE OF _____)
County of _____) ss

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

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

Proposal for US 95A/US 50A Roundabout Intersection Re-Landscape

Fernley, NV

November 4, 2025

Project Description

The following narrative describes a comprehensive list of services required to prepare construction documents to re-landscape the US 95A/US 50A Roundabout Intersection in Fernley, NV. Efficiently organizing the work will be essential to completing the project in a timely fashion. It is anticipated that the project will start in December 2025 and Construction Documents for the landscape design will be completed by the end of February 2026. The City of Fernley (City) will then use the construction documents to secure bids from qualified contractors to complete the landscape construction by June 2026.

The scope of work to be performed by Design Workshop (DESIGN WORKSHOP) in connection with this agreement is as follows:

Scope of Services

Task 1. Schematic Design

The general objective for this phase of the work is to prepare design studies and develop an initial understanding of landscape construction costs. Based on AutoCAD files depicting the existing conditions provided by the City, Design Workshop will prepare Schematic Design plans.

The specific tasks to be completed are as follows:

1. Preliminary plan review with municipal staff, e.g. Planning and Public Works.
2. Research site improvement materials and plant palettes based on previous public survey results and consistent with the NDOT Maintenance Agreement.
3. Develop and test up to two landscape design alternatives for City Council review, it is expected City Council will approve one option to move forward as a preferred design.
4. Prepare an overall site plan that clearly illustrates the site development concept, key relationships, planting concepts and the relative disposition of the program on the site.
5. Illustrate schematic landscape grading concepts for all areas within the roundabout including land contouring and landscape berms.
6. Conduct internal Schematic Design Quality Control Reviews for aesthetic and technical content.
7. Based on the Schematic Design plan, prepare an opinion of the range of probable costs. This range is an opinion only and will need to be verified by a retained cost estimation specialist or by a contractor in the bidding and negotiation process.
8. Attend up to two virtual meetings with the City and/or other consultants.

The following products will be prepared/delivered:

1. 1 base map(s) based on information provided by the City at 1":20' scale.
2. 1 Landscape Site Plan(s) at 1":20' scale.
3. 2 Cross Sections / Elevations at 1":10' scale illustrating the basic landscape intent.
4. Landscape Character Book that portrays the character of proposed landscape features.
5. Schematic level opinion of probable site/landscape construction cost.

Task 2. Construction Documents

The general objective for this phase of the work is to prepare final documentation drawings that incorporate the most current information regarding construction practices. Based on the City approved

Proposal for US 95A/US 50A Roundabout Intersection Re-Landscape

Fernley, NV

November 4, 2025

Schematic Design Plan and Schematic Design level opinion of probable construction cost, Design Workshop will prepare Construction Documents.

If any contractor, governmental authority, building department, or any other third-party requests or requires that changes be made to the Construction Documents prepared by Design Workshop, then City shall notify Design Workshop of the same before any such changes are made. In the event City, City's contractors or subcontractors, or anyone for whom the City is legally liable makes or permits to be made any changes to any documents prepared by Design Workshop or its consultants without obtaining Design Workshop's written consent, or in the event of termination of this Agreement consistent with the terms herein, City shall assume full responsibility for the results of and any damages caused by such changes. Therefore, City agrees to waive any claim against Design Workshop and to release Design Workshop from any liability arising directly or indirectly from such changes not consented to by Design Workshop. In addition, City agrees, to the fullest extent permitted by law, to indemnify and hold harmless Design Workshop, including Design Workshop's consultants, from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

Unless required solely as a result of Design Workshop's failure to follow the applicable laws in place at the time when the 100% Design Development Documents and 100% Bid Documents/Permit Sets were originally prepared, any changes to the design requested or required to be made after Design Workshop's completion of the set of 100% Design Development Documents and 100% Bid Documents/Permit Sets shall be an Additional Service and shall be performed on a time and materials basis.

In the event City uses Design Workshop's work product without retaining Design Workshop to either finalize the Construction Documents or to perform construction observation services, City releases Design Workshop and Design Workshop's consultant(s) from all claims and causes of action arising from such uses. City, to the fullest extent permitted by law, further agrees to indemnify and hold harmless Design Workshop and its consultants from all costs and expenses, including the cost of defense and attorneys' fees, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from such use of the documents by City.

The specific tasks to be completed are as follows:

1. Prepare working drawings and specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time the work is prepared.
2. Conduct technical work sessions with municipal staff.
3. Coordinate Design Workshop's work with other consultants retained by the City. Coordinate interdisciplinary Construction Document reviews between the consultants.
4. Review materials and technical systems with potential fabricators and contractors.
5. Conduct internal Construction Document Quality Control Reviews for aesthetic and technical content and revise plans per reviews.
6. Attend up to 3 meetings with the City and/or other consultants.
7. Prepare a Preliminary Construction Document-level opinion of probable construction cost.
8. Participate in value engineering sessions.

The following products will be prepared/delivered:

1. 1 Materials Plans at 1":20' scale showing types of vehicular and pedestrian pavement, landscape walls, site furnishings and other site elements.
2. 1 Grading Plan(s) at 1":20' scale indicating vertical control and landscape contouring.
3. 2 Planting Plans at 1":20' scale showing tree, shrub, vine and groundcover locations and a complete plant material schedule.

Proposal for US 95A/US 50A Roundabout Intersection Re-Landscape

Fernley, NV

November 4, 2025

4. 1 Irrigation Intent Plan at 1":20' scale showing identification of irrigation zones, it is expected the landscape contractor will design/build the irrigation system with review by Design Workshop.
5. Details and reference sections of the above-described landscape materials with information required for construction, installation, and finishing of landscape components of the project.
6. Construction Document level opinion of probable construction cost.
7. Technical specifications in standard CSI format to be included in the bidding manual prepared by the City. General Conditions, Special Requirements, Division 00. and Division 01 Specifications General Requirements shall be provided by City.

Task 3. Bidding and Negotiation

The general objective for this phase of the work is to obtain and review bids and assist City in the selection of a preferred landscape contractor, including, as necessary, assisting the contractor in developing a clear understanding of the project for purposes of preparing construction bids. This work shall occur in the period after the completion of Design Development and prior to awarding a construction contract. Should Value Engineering or incorporation of addenda and other modifications be required after completion of the Bid Documents/Permit Set, Design Workshop will complete necessary changes on a Time and Material (T&M) Basis, with a stipulated cap, agreed upon by the City, prior to commencing our work.

City shall include in its agreement with the contractor a warranty on behalf of the contractor that its work will conform to the requirements of the plans and specifications prepared by Design Workshop and any other applicable contract documents. City shall also include in its agreement with the contractor a requirement that the contractor not deviate from or change Design Workshop's design without prior written approval from Design Workshop. City shall provide Design Workshop with a complete copy of the executed agreement between City and the contractor, including all exhibits, specifications, and addenda.

The specific tasks to be completed are as follows:

1. Assist the City in pre-qualifying contractors for work designed by Design Workshop. A list of approved contractors for the disciplines utilized will be submitted to the City prior to issuing Bid Documents.
2. Issue Landscape Planting and Irrigation Bid Documents/Permit Set created in Task 2 to be include in the bid manual prepared by the City.
3. Participate in one (1) Pre-Bid conference or Pre-Bid meeting with prospective bidders for work designed by Design Workshop or in conjunction with the work of other consultants
4. Prepare addenda to the Bid Documents, as clarification is required.
5. Review bids for completion and ensure there are no major errors or omissions.
6. Review substitutions and alternatives as requested by the bidders.
7. Attend up to 1 meeting with the low bidders on items designed by Design Workshop to review bids and facilitate understanding of the project scope.
8. Participate in value engineering sessions with selected low bidders during negotiation.
9. Recommend preferred bidder to City for construction contract.

Task 4. Construction Observation

The general objective for this phase of the work is to provide observation of the landscape construction process for compliance with the drawings and specifications.

Design Workshop will make periodic visits to the site, as specified below, to become familiar with the progress and quality of construction and to determine whether the construction of the landscape work

Proposal for US 95A/US 50A Roundabout Intersection Re-Landscape

Fernley, NV

November 4, 2025

is proceeding in accordance with Design Workshop's design intent and contract documents. During such visits and on based on observations while at the site, Design Workshop will keep the City informed of the progress of construction. Design Workshop may recommend rejection of work to the City if the contractor fails to conform to the contract documents.

City understands that construction observation is a part of Design Workshop's process and its subconsultants process and enables Design Workshop to observe the construction in progress at appropriate intervals to inform the owner of the progress and quality of the work. Construction observation services also enable Design Workshop to instruct and inform the contractor and owner of any issues observed and create a record of any problems observed. If City does not retain Design Workshop to perform construction observation services, then City understands and accepts the risk that the failures by the contractor to properly follow and implement the design intent of the contract documents may be missed.

The specific tasks to be completed are as follows:

1. Attend construction meetings, including pre-construction meeting, with contractor and subcontractors as part of the site visit schedule.
2. Conduct periodic site visits and provide progress reports indicating the progress of the project, quality of construction, specific problem areas and state of completion. Respond to requests for clarifications.
3. Prepare and submit landscape architecture-related construction change directives/supplemental instructions, as needed, for items designed by Design Workshop.
4. Review and approve product submittals, shop drawings, samples, mock-ups and other submissions of the contractor for compliance with Construction Documents.
5. Review and comment on contractor payment applications only. Design Workshop will not sign or otherwise authorize. This will be the responsibility of the construction administrator or manager or owner.
6. Observe landscape layouts and quality of workmanship (i.e. specialty features).
7. Observe landscape grading.
8. Observe location and quality of plant material and installation.
9. Observe layout and installation of irrigation systems and specified coverage tests.
10. Review as-built drawings.
11. Conduct substantial completion walk-through to review contractor punch list.
12. At the end of establishment period, Design Workshop shall conduct a final inspection and, upon finding the project acceptable, Design Workshop will recommend acceptance of the landscape installation.

This proposal includes Professional Service time for up to 4 site visits/construction observation meetings as follows:

Pre-construction meeting	1
Bi-Weekly construction progress meeting (virtual)	6
Construction observation	1
Substantial completion punch list / approve beginning of maintenance/establishment	1
Acceptance of established landscape	1
Total site visits	4

Additional meetings shall be approved in writing by the City and billed as Additional Services.

Proposal for US 95A/US 50A Roundabout Intersection Re-Landscape

Fernley, NV

November 4, 2025

Design Workshop will endeavor to secure compliance by the Contractor to the landscape plans and specifications. However, Design Workshop will not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work. Design Workshop will not be responsible for the Contractor's errors or omissions or failure to carry out the work in accordance with the contract documents. Any discrepancies shall be brought to the attention of Design Workshop for clarification.

Initial Information

City shall provide the following information or services as required for performance of its services. Design Workshop assumes no responsibility for the accuracy of such information or services provided by City and shall not be liable for errors or omissions therein but may rely on the accuracy of the information provided by City. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as additional services.

In order to begin services, Design Workshop will require the following information:

1. Topographic field surveys in AutoCAD format of the property which include but are not limited to the property lines, easements, utilities, structures, buildings, one (1) foot contours intervals, etc.
2. A copy of soils/geology reports.
3. A copy of current architectural, structural, civil engineering, plumbing and electrical engineering, paving, lighting and interiors plans and details.

Project Conditions

1. City/City Rep. coordination may need extra time if Design Workshop has to coordinate with multiple stakeholders.
2. Owner project delivery model is assumed to be design-bid-build with single prime General Contractor. Other delivery models may affect Design Workshop fees (Design-Bid-Build, GMP, Design Build, etc.)
3. Design Workshop uses Autodesk Civil 3D® for design modeling and drawing production. All CAD products shall be provided to Design Workshop in AutoCAD-compatible formats and Design Workshop shall not be responsible for inaccuracies in such base data or lack of coordination of such. Therefore, BIM modeling and drawing production except in Civil 3D is excluded from Design Workshop's scope.
4. Design Workshop does not perform construction administration, but will observe progress and quality of construction, provide interpretations of design documents and advise the City accordingly. The term "construction administration" if used in the master agreement shall not apply to Design Workshop or its subconsultants.

Project Exclusions

The following exclusions are not part of Design Workshop's base scope of services and shall be considered Additional Services. Design Workshop will endeavor to solicit approval from the City prior to commencing services however failure to obtain prior approval does not inhibit Design Workshop from being compensated at Design Workshop standard hourly rates for producing the associated work.

1. REVISIONS TO SITE AREA OR PROJECT SCOPE OF WORK

Proposal for US 95A/US 50A Roundabout Intersection Re-Landscape

Fernley, NV

November 4, 2025

- a) Design scope of services required because of changes to the Project including, but not limited to: changes in size or location of project area, quality and complexity, schedule, program, or budget.

2. ADDITIONAL GRAPHIC DELIVERABLES

- a) Alternate Design directions and/or alternate solutions after the completion of the schematic design package;
- b) Preparation of marketing, fundraising, promotional, and collateral material such as renderings, graphics, etc. not listed herein;
- c) Production of fully-rendered 3D (or physical) model or fly-through.

3. CERTIFICATIONS & PERMITS

- a) Services in conjunction with permit submissions, applications, entitlements, and/or presentations to regulatory agencies except as defined herein;
- b) Coordination and documentation of sustainable design requirements, e.g., LEED, Well Building, Living Building Challenge, or SITES, certification unless contracted.

4. VALUE ENGINEERING

- a) Value engineering work due to a change in budget allocation or change in budget after approval/completion of Documents for the Phase;
- b) Value engineering work related to delivery of the project by a Construction Manager, GC, or other such Contractor of the Owner on a "shared savings" basis.

5. CONSTRUCTION OBSERVATION (IN ADDITION TO THAT INDICATED IN THE BASE SCOPE OF SERVICES IN THIS AGREEMENT)

- a) Phased document (plans and technical specifications) preparation for phased Construction Observation services, including "early bid" packages, except as defined herein;
- b) Construction observation for discrete projects or items which may begin prior to completion of construction documents;
- c) Additional time required in the construction observation phase other than the hours defined herein;
- d) Deductive or additive change orders requested by City after the completion of construction documents;
- e) Preparation of record drawings or of measured drawings of existing conditions;
- f) Rework of design documents due to misinterpretation by the Contractor, or as the result of substitution of product or materials specified.

6. MEETINGS AND SITE VISITS

- a) In person, web, and site meetings in addition to the number indicated in base scope of services of this agreement.

7. SUB-CONSULTANT SERVICES

- a) Only service listed herein as related to the landscape planting design of the roundabout are part of the scope of services.
- b) Services related to civil engineering, electrical engineering, utilities, traffic engineering, structural engineering, geotechnical investigation, land surveying and other services not associated with landscape planting are not included in this contract.

Proposal for US 95A/US 50A Roundabout Intersection Re-Landscape

Fernley, NV

November 4, 2025

Schedule

Design Workshop is prepared to begin services immediately upon receipt of a retainer and a signed copy of this proposal from an authorized owner's representative. At this time, the following generalized schedule is anticipated:

Task 1	Schematic Design	December 2025 - January 2026
Task 2	Construction Documents	January – February 2026
Task 3	Bidding and Negotiation	March 2026
Task 4	Construction Observation	April - June 2026

Fees & Expenses

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a lump sum fee of \$30,400.

The estimated fees are as follows:

Task 1	Schematic Design	\$9,500
Task 2	Construction Documents	\$13,700
Task 3	Bidding and Negotiation	\$1,600
Task 4	Construction Observation	\$5,600
Total Professional Fees (Labor Only)		\$30,400

Additional Services

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include, but are not limited to: redesign of previously approved work, major revisions to program, and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the City.

Payment Terms

1. This is a lump sum contract and will be billed monthly as a percentage completed for each phase of the work.
2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.
3. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the City's request, Design Workshop will provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.

Design Workshop, Inc.

Landscape Architecture
Planning
Urban Design
Strategic Services
Environmental Graphic Design

designworkshop.com

Proposal for US 95A/US 50A Roundabout Intersection Re-Landscape

Fernley, NV

November 4, 2025

Acceptance

1. This Agreement is entered into between Design Workshop, Inc. and City of Fernley, owner or reputed owner of the property to be benefited by Design Workshop's services.
2. If this contract meets with your approval, please sign below and return one (1) copy for our file.
3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
4. The City agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

DESIGN WORKSHOP, INC.

By: _____

Date: _____

Title: _____

APPROVED BY CITY OF FERNLEY

By: _____

Date: _____

Title: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Barry Williams, Public Works Director

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and Possible action to approve the second amendment to the joint funding agreement between the City of Fernley and the State of Nevada for administration of the Truckee River Operating Agreement.

AGENDA ITEM BRIEF:

This Second Amendment to the Joint Funding Agreement (JFA) will cover payments of the expenses for the fiscal years beginning October 1, 2025, October 1, 2026, October 1, 2027, October 1, 2028, and October 1, 2029, amending the previous JFA.

For the fiscal years beginning October 1, 2025, October 1, 2026, October 1, 2027, October 1, 2028, and October 1, 2029, Nevada's share of the administration expenses of the Operating Agreement, including the Conservation District Fee, as finally approved in accordance with the Operating Agreement, which approval, includes, ratification by order of the Orr Ditch Court, will be paid 60% by TMWA, 10% by Washoe County, 10% by Reno, 10% by Sparks, and 10% by Fernley.

RECOMMENDED MOTION:

I move to approve the second amendment to the joint funding agreement between the City of Fernley and the State of Nevada for administration of the Truckee River Operating Agreement.

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

On August 8, 2019, the City of Fernley entered into a joint funding agreement (the JFA) providing for the manner in which the State of Nevada's share of the expenses of administration of the Truckee River Operating Agreement would be apportioned among each party and detailed how those payments would be made. The city then entered into a First Amendment to Joint Funding on January 3, 2022, which covered payments for the fiscal years October 1, 2022, October 1, 2023, and October 1, 2024.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 277

FINANCIAL IMPLICATIONS:

Funds are budgeted using G. L # 510-810-698

ATTACHMENTS:

1. 2nd Amend to Jt Funding Agreement as of 250630

SECOND AMENDMENT TO JOINT FUNDING AGREEMENT

This Second Amendment to Joint Funding Agreement is made and entered effective as of June 30, 2025 by and among the State of Nevada, the Department of Conservation and Natural Resources, Division of Water Resources (hereinafter “Nevada”), Truckee Meadows Water Authority (hereinafter “TMWA”), the County of Washoe (hereinafter “Washoe County”), the City of Reno (hereinafter “Reno”), the City of Sparks (hereinafter “Sparks”), and the City of Fernley (hereinafter “Fernley”), and collectively referred to as the “Parties.”

R E C I T A L S

1. On or about August 8, 2019, the Parties entered into a Joint Funding Agreement (the “JFA”) providing for the manner in which the State of Nevada’s share of the expenses of administration of the Truckee River Operating Agreement (the “Nevada Share”) would be apportioned among them and by when and how those payments would be made.

2. The JFA covered payments of the Nevada Share for the fiscal years beginning October 1, 2019, October 1, 2020 and October 1, 2021.

3. On or about January 3, 2022, the Parties entered into a First Amendment to Joint Funding Agreement (the “First Amendment to JFA”).

4. The First Amendment to JFA covered payments of the Nevada Share for the fiscal years October 1, 2022, October 1 2023 and October 1, 2024.

5. The Parties desire to provide for the manner in which the Nevada Share will be apportioned among them for the fiscal years beginning October 1, 2025, October 1, 2026, October 1, 2027, October 1, 2028 and October 1, 2029, and to amend the JFA, as amended, accordingly.

6. Since the JFA was entered into the Washoe County Water Conservation District has imposed the annual fee allowed by Section 7.A.2(b)(3) of the Operating Agreement, which fee

is an expense of administration of the Operating Agreement and is apportioned among the United States, California and Nevada as provided in Section 2.C.2 of the Operating Agreement (the “Conservation District Fee”).

7. The Conservation District Fee was imposed beginning in fiscal year October 1, 2021.

8. The Parties confirm that Nevada’s Share of the Conservation District Fee will be apportioned among them as provided herein.

NOW, THEREFORE, the Parties hereto, intending to be legally bound hereby, and in consideration of the mutual covenants and promises herein contained, agree as follows:

1. Article III of the JFA, as amended by the First Amendment to JFA, is hereby amended to read as follows:

ARTICLE III

Apportionment of Nevada Share of Operating Agreement Administration Expenses

For the fiscal years beginning October 1, 2025, October 1, 2026, October 1, 2027, October 1, 2028 and October 1, 2029, Nevada’s share of the administration expenses of the Operating Agreement, including the Conservation District Fee, as finally approved in accordance with the Operating Agreement, which approval, includes, ratification by order of the Orr Ditch Court, will be paid 60% by TMWA, 10% by Washoe County, 10% by Reno, 10% by Sparks, and 10% by Fernley. Each party will pay its share of those expenses to Nevada by no later than September 1st prior to the beginning of the next fiscal year. The payments will be made to Nevada by means of an electronic payment as directed by Nevada. Nevada will timely transmit the Nevada Share to the Administrator as required by the Operating Agreement and approved budget.

2. Article IV of the JFA, as amended by the First Amendment to JFA, is hereby amended to read as follows:

ARTICLE IV

Apportionment of Nevada Share for Fiscal Years After October 1, 2029

Through their respective representatives, TMWA, Washoe County, Reno, Sparks, and Fernley agree to in good faith consider and attempt to reach agreement on how the Nevada Share should be apportioned among them for fiscal years after the year commencing October 1, 2029. Those representatives will complete that consideration on or before June 30, 2030. If an agreement is reached on such apportionment by June 30, 2030, the Parties will memorialize that agreement by an amendment to this Agreement. Until such time as TMWA, Washoe County, Reno, Sparks, and Fernley reach a different agreement concerning such apportionment, they will apportion and pay the Nevada Share as provided in Article III. If an agreement on apportionment of the Nevada Share is not reached by June 30, 2030, the apportionment shall be resolved as provided in Article V.

3. Article V of the JFA, as amended by the First Amendment to JFA, is hereby amended to read as follows:

ARTICLE V

Resolution of Apportionment of Nevada Share After October 1, 2029

If TMWA, Washoe County, Reno, Sparks, and Fernley are unable to agree on apportionment of the Nevada Share among them by June 30, 2030, then upon notice by any party to the others, the apportionment shall be finally resolved by binding arbitration by the Truckee River Special Hearing Officer acting as the selected arbitrator. The rules and procedures of the Truckee River Special Hearing Officer shall be the rules for the arbitration. The decision of the Truckee River Special Hearing Officer shall be final. The costs and fees associated with the arbitration shall be determined and assessed by the Truckee River Special Hearing Officer as provided in Section 2.C.4 of the Truckee River Operating Agreement. If the Truckee River Special Hearing Officer cannot or will not serve as the selected arbitrator, representatives of TMWA, Washoe County, Reno, Sparks and Fernley will select an alternate arbitrator approved by all of them. TMWA, Washoe County, Reno, Sparks and Fernley shall adjust payments made by them under this Agreement between October 1, 2030 and the final decision of the arbitrator to conform to that decision.

4. This Second Amendment to Joint Funding Agreement may be executed in counterparts, all of which will constitute one and the same agreement.
5. Except as expressly modified herein, the JFA shall remain in full force and effect and the Parties shall be bound by all the terms and conditions thereof.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Second Amendment to Joint Funding Agreement effective as of June 30, 2025.

STATE OF NEVADA

By: _____
State Engineer, Division of Water Resources

Date: _____

Approved as to Form:

Deputy Attorney General

CITY OF RENO

By: _____
Mayor

Date: _____

Approved as to Form:

Deputy City Attorney

Attest: _____
City Clerk

CITY OF SPARKS

By: _____
Mayor

Date: _____

Approved as to Form:

Deputy City Attorney

Attest: _____
City Clerk

TRUCKEE MEADOWS WATER
AUTHORITY

By: _____
Chairman, Board of Directors

Date: _____

COUNTY OF WASHOE

By: _____
Chairman, Board of County Commissioners

Date: _____

Approved as to Form:

Deputy District Attorney

Attest: _____
County Clerk

CITY OF FERNLEY

By: _____
Mayor

Date: _____

Approved as to Form:

Deputy City Attorney

Attest: _____
City Clerk



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 17, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Acting City Manager

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve the 2025 Emergency Operations Plans for the City of Fernley.

AGENDA ITEM BRIEF:

Nevada Revised Statutes require an annual review of the City's local emergency operations plans (EOP). A review and subsequent update to the City's overall and Utilities EOP was completed and will be uploaded to the Nevada Division of Emergency Management / Homeland Security's website before December 31, 2025.

RECOMMENDED MOTION:

I move to approve the 2025 City and Utilities Emergency Operations Plans for submittal to the Nevada Department of Emergency Management.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council can decide not to submit the updated Emergency Operation Plans.

BACKGROUND:

Emergency Operations Plan

The City updated its Emergency Operations Plan (EOP) for 2025. As partners in the four phases of emergency management (mitigation, preparedness, response, and recovery), the City of Fernley and Lyon County will coordinate resources and information during all phases of emergency operations. The EOP is designated confidential as it contains information exempt from mandatory disclosure pursuant to NRS 239C.210.

Beginning in 2023, Lyon County worked closely with the Emergency Managers from Fernley, Yerington, Carson City, Douglas, and Storey County to develop an EOP that all four counties will utilize. Having consistent plans across the region will be more efficient if the need arises for mutual aid from neighboring counties. The final All-Hazards EOP was distributed internally in 2024 and updated in 2025.

The City of Fernley and Lyon County have agreed that a standard and consistent comprehensive emergency management program will best serve the citizens of Fernley and all of Lyon County.

The City of Fernley Deputy City Manager shall be responsible for the coordination, preparation of and continuous updating of the city's Emergency Operations Plan and will work with the Lyon County Emergency Manager and ensure this plan is consistent with similar county, state, and federal plans.

Utility Plans – Vulnerability Assessment and Emergency Response Plan

In 2025 the City updated its Utility Vulnerability Assessment and Utilities Emergency Response Plans. The plans have been reviewed and will be submitted to the Office of Emergency Management before December 31, 2025.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 239C.250

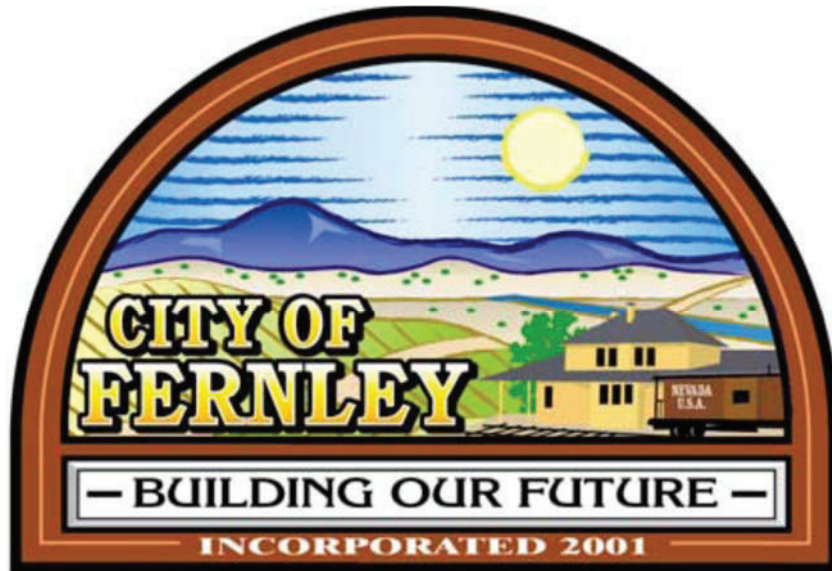
FINANCIAL IMPLICATIONS:

There are none

ATTACHMENTS:

None

ANNUAL COMPREHENSIVE FINANCIAL REPORT



**FISCAL YEAR ENDED
JUNE 30, 2025**

**City of Fernley
Nevada**



City of Fernley, Nevada

Annual Comprehensive Financial Report

Fiscal Year Ended June 30, 2025

Prepared By:

Office of the City Treasurer

Robert Carson

City Treasurer

Jennie Carrick

Accounting Manager

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CITY OF FERNLEY, NEVADA

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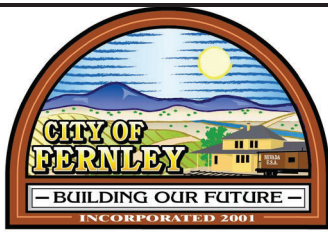
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CITY OF FERNLEY

November 26, 2025

To Honorable Mayor, the Members of the City Council, and Residents of the City of Fernley Nevada:

The annual comprehensive financial report (ACFR) for the City of Fernley for the fiscal year ended June 30, 2025 is hereby submitted. State law requires that local governments provide for an annual audit by independent certified public accountants of its financial statements in accordance with auditing standards generally accepted in the United States of America (GAAP).

This report consists of management's representations concerning the finances of the City of Fernley. Consequently, management assumes full responsibility for the completeness and reliability of all the information presented in the report. To provide a reasonable basis for making these representations, management of the City of Fernley has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse, and to compile sufficient reliable information for the preparation of the City of Fernley's financial statements in conformity with GAAP. Based on the rational that the cost of internal controls should not outweigh their benefits, the City of Fernley's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City of Fernley's financial statements have been audited by Hinton, Burdick CPAs & Advisors, a firm of licensed certified public accountants. The goal of the independent audit is to provide reasonable assurance that the financial statements of the City of Fernley for the fiscal year ended June 30, 2025 are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City of Fernley's financial statements for the fiscal year ended June 30, 2025, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

The city was required to have a single audit performed given the City of Fernley expended more than \$750,000 in federal financial assistance during the fiscal year ended June 30, 2025. The federally mandated "Single Audit" is designed to meet the special needs of federal grantor agencies. GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of a Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City of Fernley's MD&A can be found immediately following the report of the independent auditors.

Profile of the Government

The City of Fernley (City) was incorporated in 2001 under the provisions of Nevada Revised Statutes (NRS) Chapter 266. The City is in western Nevada, occupies a land area of 164 square miles and serves a population of 22,895 according to the United States Census taken in 2020. The City is empowered to levy a property tax on both real and personal properties located within its boundaries.

The City operates under the Council/Manager form of government. Policy-making and legislative authority are vested in a governing council consisting of the Mayor and five City Council members. The City Council is responsible for establishing policy, passing ordinances, adopting the budget, appointing committees and establishing the organizational structure of the City. Pursuant to NRS, the Mayor is the chief executive officer of the city. The City Manager is the chief administrative officer of the City. This individual is responsible for carrying out the policies and ordinances of the City Council, overseeing the day-to-day operations of the City and supervising the heads of various departments, excluding appointed officials. The City Council members are elected by Ward to serve four-year staggered terms. The Mayor is a City wide elected position and serves a four-year term.

The City provides a wide range of services, including construction and maintenance of streets, parks, buildings and water and sewer systems; recreational activities and events; vector and animal control; building and planning services; municipal court services; cemetery services; general administrative services; and water and sewer services. The Lyon County Sheriff's office provides law enforcement services. The city contracts with Lyon County for animal shelter services. Fire protection services are provided through the legally separate North Lyon County Fire Protection District. The Fernley Swimming Pool District owns and operates a swimming pool in Fernley and Lyon County operates the senior center. Lyon County and the Lyon County School District also provide regional services in the City of Fernley.

The annual budget serves as the foundation for the City's financial planning and control. All City department heads are required to submit requests for appropriation to the City Manager and Treasurer in January of each year. The two use these requests as the starting point for developing a proposed budget. A series of City Council workshops are held to discuss the budget and during these workshops, the City Manager presents the proposed budgets to the City Council for review. The City Council is required to hold a public hearing on the proposed budget no earlier than the Third Monday in May and not later than the last day in May; and then adopt a final budget by June 1 of each year to be filed with the Department of Taxation. The appropriated budget is a policy document prepared by fund, function, and department. Any augments must be approved by City Council and submitted to the Department of Taxation. Department heads may request transfers of appropriations and depending on the departments and funds, City Council may or may not be required to authorize a transfer of appropriations as per NRS. However, City Council is informed of all transfers of appropriations.

Factors Affecting Financial Condition and Outlook

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City operates. The City relies on property tax and fees, which are the main revenue sources to support general government services. Given the State of Nevada's property tax structure, the City's limited revenue sources and its inability to impose taxes, it is difficult to meet the demands of growth for new services and infrastructure at appropriate levels. The City continues to seek other revenue sources, utilize tools and review current revenue streams and fees that may assist in providing additional money to meet the needs of the City. Federal funding is also reviewed for any opportunities. The City was awarded a \$25

million grant by the US Department of Transportation to construct a major roadway that will connect US highway 50 and Interstate 80.

Local Economy

In 2025, the City's estimated population surpassed 26,000, and development interest continues to remain strong. Northern Nevada's designation as a Tech Hub and a key component of the "Lithium Loop" positions Fernley at the center of technology innovation and manufacturing for the electric vehicle and battery industries. Planning efforts for the North Fernley and Southwest Fernley areas will open approximately 25,000 acres for new industrial, commercial, and residential development. As these areas build out, new and expanding businesses are expected to drive future growth in sales, property, and shared tax revenues for the City.

The US average unemployment rate as of June 2025 was 4.1%; the State of Nevada's was 5.4%; and the City's unemployment rate was 4.6%. Fernley continued to see steady growth in the job market over the last year. However, future job growth is expected to increase significantly over the next ten years due to industrial growth.

City finances are healthy and stable and are projected to remain so, even in the event of a possible downturn in the economy. First, the property tax is stable and consistent and does not tend to fluctuate with changes in the economy as much as other revenue sources. Second, revenues from development fees, business licenses and franchise fees continue to be robust. These revenues will likely lessen in the event of a recession; however, these changes generally lag behind the private sector by up to a year.

The City maintains a strong General Fund reserve exceeding 100% of operating expenses. For fiscal year 2026, the city council adopted a general fund budget with a \$4.6 million deficit, reducing the fund balance to \$13.0 million. This deficit is driven entirely by one-time expenditures that support long-term planning and capital investment for anticipated growth. Even with the planned use of reserves, the remaining \$13.0 million fund balance remains well above the City Council's adopted target of a 15% reserve.

The City's anticipated growth will require substantial investments in infrastructure and community services—costs that cannot be fully supported by current revenues. As a result, the City must continue to pursue additional revenue sources to ensure it can sustain high-quality programs and services for the community.

Long-term financial planning

City staff has worked on establishing many long-range plans. In December 2020, the Fernley City Council adopted the 2021-2026 Strategic Plan, which focuses on the following goals:

- Manage sustainable growth and maintain public infrastructure
- Develop a defined city center with a mix of businesses, restaurants, and entertainment
- Encourage a variety of housing types, density and costs that accommodate the needs, desires, and financial abilities of current and future households
- Increase opportunities for civic engagement and community building
- Maintain strong partnerships with public agencies and community organizations
- Ensure municipal services meet the needs and expectations of the community
- Develop and maintain revenue sources to support community improvements and services

City of Fernley

Long-term planning is critical for the sustainability of the City. The following plans are used to plan for financial needs and resources for the responsible growth and development of the city.

Description	Date Completed
Community Response and Resource Center	September 2025
Emergency Management Plan	June 2024
Sewer Master Plan	Work in progress
Corridor Study – Main Street	June 2026
Corridor Study – Farm District Road	June 2026
Animal Service Facility Plan	June 2026
Cemetery Mast Plan	June 2026
Comprehensive Master Plan Update	June 2027
Capital Improvements Plan	June 2026
North Area Infrastructure Plan	June 2026
Southwest Area Plan	June 2026
Southwest Area Infrastructure Plan	June 2026
South Area Plan	June 2026
Storm Drain Master Plan	Work In Progress
Surface Water Intake Upgrade	Work In Progress
Wastewater Treatment Plant – Construction	Work In Progress

Appreciation and Acknowledgements:

The management of the City of Fernley would like to acknowledge the efforts of the City's Finance Department and Hinton, Burdick CPAs & Advisors for their effort and dedication in producing this document.

The preparation of this report could not have been accomplished without the professional, efficient and dedicated staff of the Finance Department. Our auditors, Hinton, Burdick CPAs & Advisors, provided the expert support and guidance that made the preparation of this report possible. We would also like to express our thanks to the department heads and employees of the City for their cooperation and assistance, and to the citizens of Fernley whose interest and support contribute greatly to the financial stability of the City of Fernley.

Respectfully submitted,



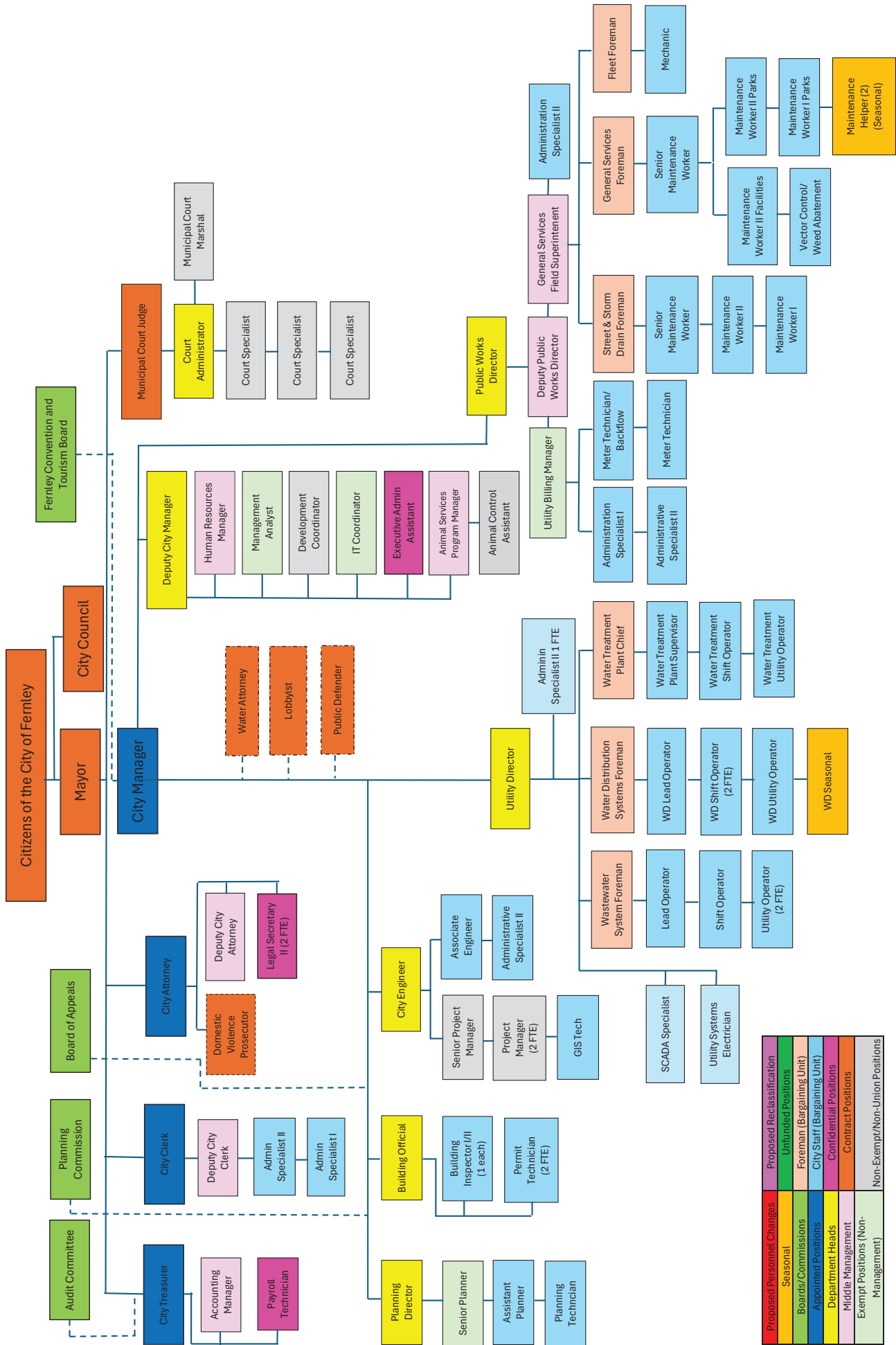
Lydia Altick
Acting City Manager

Respectfully submitted,



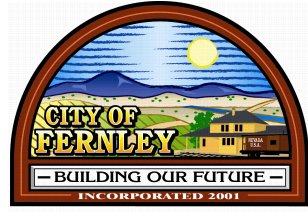
Robert Carson
City Treasurer

City of Fernley, Nevada Organizational Chart



Proposed Personnel Changes	Proposed Reclassification
Seasonal	Unfunded Positions
Boards/Commissions	Foreman (Bargaining Unit)
Appointed Positions	City Staff (Bargaining Unit)
Department Heads	Confidential Positions
Middle Management	Contract Positions
Exempt Positions (Non-Management)	Non-Exempt/Non-Union Positions

**CITY OF FERNLEY, NEVADA
LIST OF PRINCIPAL OFFICIALS**



City Council

Mayor	Neal McIntyre
Council Member Ward 1	Ryan Hanan
Council Member Ward 2	Felicity Zoberski
Council Member Ward 3	Stan Lau
Council Member Ward 4	Albert Torres
Council Member Ward 5	Joseph Mendoza

The Fernley City Council meets in regular session the first and third Wednesday of the month in the Council chambers in City Hall located at 595 Silver Lace Boulevard, Fernley, Nevada.

Staff

City Manager	Vacant
City Attorney	Aaron Mouritsen
City Treasurer	Robert Carson
Municipal Court Judge	Lori Matheus
City Clerk	Kimberly Swanson
Public Works Director	Barry Williams
City Engineer	Maria Paz Fernandez
Planning Director	Michelle Rambo
Building Official	Charity Birkel



Government Finance Officers Association

**Certificate of
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**City of Fernley
Nevada**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2024

Christopher P. Morill

Executive Director/CEO

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Financial Section

- ♦ Independent Auditor's Report
- ♦ Management's Discussion and Analysis



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Independent Auditors' Report

The Honorable Mayor and City Council
City of Fernley, Nevada

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Fernley, Nevada (the City), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Fernley, Nevada, as of June 30, 2025, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The City's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for one year after the date that the financial statements are issued or when applicable, one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedule of the proportionate share of the net pension liability, the schedule of changes in the net OPEB liability and related ratios, the schedule of contributions, and the budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining statements and individual nonmajor fund and enterprise fund budgetary comparison schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining statements and individual nonmajor fund and enterprise fund budgetary comparison schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory section, statistical section, and schedule of business license fees but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 26, 2025, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City's internal control over financial reporting and compliance.

HintonBurdick, PLLC

St. George, Utah
November 26, 2025



CITY OF FERNLEY, NEVADA
Management's Discussion and Analysis
For the Fiscal Year Ended June 30, 2025

As management of the City of Fernley (City), we offer readers of the City's financial statements this narrative overview and analysis of the City's financial performance during the fiscal year ended June 30, 2025. This report provides financial information on the city as a whole and by fund. We encourage readers to consider the information presented here in conjunction with the City's letter of transmittal at the beginning of the report and the financial statements following this section.

Financial Highlights

- Government-wide net position was \$286.9 million, an increase of \$35.8 million for the fiscal year. This increase is largely attributable to a \$23.5 million net increase in capital assets mainly attributed to the construction of the Community Response and Resource Center (CRRC). There was also a reduction in liabilities of \$12.1 million as a result of the expending of the City's remaining \$10 million of the American Rescue Plan Act (ARPA) funds that were utilized to construct the CRRC.
- Governmental activities revenue increased by \$8.1 million. This increase is attributed to a \$0.7 million increase in property taxes, a \$3.7 million increase in operating grants and contributions from increase Regional Transportation Commission reimbursements and a \$4.7 million dollar increase in capital grants and contributions.
- The City's general fund had a surplus of \$2.7 million, bringing the fund balance at June 30, 2025, to \$17.6 million. This surplus was accomplished by higher-than-expected revenues from licenses, fees and permits, and better than expected investment performance. Total expenditures also came in lower than budgeted due to salary savings from vacancies, and other operating savings during the fiscal year.
- Business-type activities had a surplus of \$16.4 million for the fiscal year, \$0.5 million less than fiscal year 2024. Business-type activities revenues increased by \$1.2 million. The charges for services increased by \$1.2 million, capital grants and contributions decreased by \$0.9 million and general revenues increased by \$0.9 million.
- Business-type activities expenses increased by \$1.7 million. The sewer fund had an increase of \$1.1 million and the water fund had an increase of \$0.2 million in operating expenses. These increases are caused by the increased cost of normal operations.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) basic fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all of the City's assets, deferred outflows of resources, liabilities and deferred inflows of resources, with the differences reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *Statement of Activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise

CITY OF FERNLEY, NEVADA
Management's Discussion and Analysis
For the Fiscal Year Ended June 30, 2025

to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Each of the government-wide financial statements identify the activities of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) and the activities that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public works, judicial, health, culture and recreation, and community support and development functions. The business-type activities of the City include water and wastewater (sewer) functions. The government-wide financial statements can be found on pages 13 and 14 of this report.

Fund Financial Statements

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains six individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Grants Fund, and Transient Lodging Tax Fund which are considered major funds. Data for the remaining, non-major governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

In accordance with Nevada Revised Statutes (NRS), the City adopts an annual appropriation budget for each of its governmental funds and makes amendments to the budgets periodically. A budgetary comparison is provided for each of the City's governmental funds to demonstrate compliance with the budget and is included in the fund financial statements. The basic governmental fund financial statements can be found on pages 15 through 18 of this report.

CITY OF FERNLEY, NEVADA
Management's Discussion and Analysis
For the Fiscal Year Ended June 30, 2025

Proprietary funds

The City maintains two proprietary funds as *Enterprise Funds* to account for its potable water and wastewater collection and treatment (sewer) operations. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water and sewer operations. The water fund and wastewater (sewer) fund are considered to be major funds of the City. The basic enterprise fund financial statements can be found on pages 19 through 21 of this report.

Custodial fund

The custodial fiduciary fund is used to account for resources held for the benefit of parties outside the City. Custodial funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support City programs. The custodial fund uses the economic resources measurement focus for accounting purposes. The statement of fiduciary net position for the custodial fund can be found on pages 22 and 23 of this report.

Notes to the Financial Statements.

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes can be found on pages 24 through 51 of this report.

Required Supplementary Information

The required supplementary information (RSI) provides schedules related to pension and other postemployment benefits (OPEB) liabilities. In addition, this section also presents certain supplementary information. The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information. In addition to the combining statements, budget to actual comparative schedules for individual non-major governmental funds are included following the comparative statements. A schedule of net position; schedule of revenues, expenditures and changes in net position; and a schedule of cash flows for each enterprise fund is also presented. The RSI and other supplementary information can be found on pages 52 through 68 of this report.

Government-wide Financial Analysis

The statement of net position presents information on all the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. However, considerations should also be given to other non-financial factors such as changes in economic conditions, population growth and new or changed governmental legislation.

CITY OF FERNLEY, NEVADA
Management's Discussion and Analysis
For the Fiscal Year Ended June 30, 2025

The following table represents a summary of the City's statement of net position.

City of Fernley Statement of Net Position						
	Governmental Activities		Business-type Activities		Total	
	2025	2024*	2025	2024	2025	2024
ASSETS						
Current and other assets	\$ 26,582,127	33,368,394	\$ 85,615,383	75,793,147	\$ 112,197,510	109,161,541
Net capital assets	77,543,360	58,017,278	164,648,500	160,686,231	242,191,861	218,703,509
Total assets	104,125,487	91,385,672	250,263,883	236,479,378	354,389,371	327,865,050
DEFERRED OUTFLOWS						
Deferred charge on refunding	-	-	765,881	2,665,095	765,881	2,665,095
Deferred outflows related to pensions	2,628,630	2,428,328	2,015,592	1,835,638	4,644,222	4,263,966
Deferred outflows related to OPEB	27,415	31,663	127,828	156,359	155,243	188,022
Total deferred outflows	2,656,045	2,459,991	2,909,301	4,657,092	5,565,346	7,117,083
Total assets and deferred outflows	106,781,532	93,845,663	253,173,184	241,136,470	359,954,717	334,982,133
LIABILITIES						
Current and other liabilities	7,936,399	14,827,751	2,132,085	5,378,795	10,068,484	20,206,546
Long-term liabilities	6,551,744	6,947,894	54,393,139	56,023,509	60,944,883	62,971,403
Total liabilities	14,488,143	21,775,645	56,525,224	61,402,304	71,013,367	83,177,949
DEFERRED INFLOWS						
Deferred inflows related to pensions	806,945	64,787	618,752	48,975	1,425,697	113,762
Deferred inflows related to OPEB	248,680	251,184	339,477	349,366	588,157	600,550
Total deferred inflows	1,055,625	315,971	958,229	398,341	2,013,854	714,312
Total liabilities and deferred inflows	15,543,768	22,091,616	57,483,453	61,800,645	73,027,221	83,892,261
NET POSITION						
Net investment in capital assets	77,543,360	58,017,278	116,205,031	109,484,059	193,748,391	167,501,337
Restricted	1,783,690	1,030,707	-	-	1,783,690	1,030,707
Unrestricted	11,910,714	12,706,061	79,484,700	69,851,766	91,395,414	82,557,827
Total net position	\$ 91,237,764	71,754,046	\$ 195,689,731	179,335,825	\$ 286,927,495	251,089,871

* Fiscal year 2024 balances have been restated due to the correction of errors.

At the close of the fiscal year 2025, the City's total assets and deferred outflows of resources exceeded its total liabilities and deferred inflows of resources by \$286.9 million. The City has a total positive working capital (current assets, less current liabilities) of \$102.1 million.

\$193.7 million (67.5%) of City's net position reflects its investment in capital assets (e.g., land, buildings, machinery, and equipment); net of any related outstanding debt used to acquire those assets. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

\$1.8 million (0.6%) of the City's net position represents resources that are subject to external restrictions on how they may be used and are classified as restricted net position. For example, the City receives funds that act as a deposit for specific development projects that are either in process or will begin in subsequent fiscal years. These funds are restricted and can only be used for those specific projects. The City also collects funds through fines imposed by the municipal court. Per NRS, these funds can only be used by the municipal court for the benefit of the court.

The remaining \$91.4 million (31.8%) balance is classified as unrestricted net position. These funds may be used to meet the City's ongoing obligations to its citizens and creditors.

CITY OF FERNLEY, NEVADA
Management's Discussion and Analysis
For the Fiscal Year Ended June 30, 2025

The following table summarizes the change in net position for the current fiscal year:

City of Fernley Changes in Net Position						
	Governmental Activities		Business-type Activities		Total	
	2025	2024*	2025	2024	2025	2024
REVENUES						
Program revenues						
Charges for services	\$ 5,207,658	5,441,484	\$ 18,093,256	16,903,288	\$ 23,300,914	22,344,772
Operating grants and contributions	5,375,472	1,625,729	-	-	5,375,472	1,625,729
Capital grants and contributions	13,007,529	8,397,789	5,672,151	6,580,369	18,679,680	14,978,158
Total program revenues	23,590,659	15,465,002	23,765,407	23,483,657	47,356,066	38,948,659
General revenues						
Property taxes	5,343,497	4,674,814	-	-	5,343,497	4,674,814
Fuel taxes	427,380	412,102	-	-	427,380	412,102
Residential construction tax	198,000	175,130	-	-	198,000	175,130
Water acillary fee revenue	-	-	4,211,235	4,207,141	4,211,235	4,207,141
Unrestricted state consolited tax	239,942	268,972	-	-	239,942	268,972
Unrestricted gaming licenses	118,553	123,637	-	-	118,553	123,637
Unrestricted investment earnings	1,307,118	1,391,907	4,300,414	3,381,008	5,607,532	4,772,915
Gain (loss) on disposal of capital assets	19,974	8,721	5,401	5,673	25,375	14,394
Miscellaneous	502,090	383,030	-	-	502,090	383,030
Total general revenues	8,156,555	7,438,313	8,517,050	7,593,822	16,673,605	15,032,135
Total revenues	31,747,213	22,903,315	32,282,457	31,077,479	64,029,670	53,980,794
EXPENSES						
General government	4,663,836	3,726,081	-	-	4,663,836	3,726,081
Public works	3,681,326	5,522,404	-	-	3,681,326	5,522,404
Judicial	698,065	596,596	-	-	698,065	596,596
Health	406,049	313,134	-	-	406,049	313,134
Culture & recreation	1,365,295	1,138,845	-	-	1,365,295	1,138,845
Community support & development	1,448,924	1,090,177	-	-	1,448,924	1,090,177
Water	-	-	11,167,280	10,596,129	11,167,280	10,596,129
Waste water	-	-	4,761,272	3,640,558	4,761,272	3,640,558
Total expenses	12,263,495	12,387,237	15,928,552	14,236,687	28,192,047	26,623,924
Increase (decrease) in net position	19,483,718	10,516,078	16,353,905	16,840,792	35,837,623	27,356,870
Net position, July 1	71,754,046	61,237,968	179,335,824	162,495,032	251,089,870	223,733,000
Net position, Jun 30	\$ 91,237,764	71,754,046	\$ 195,689,729	179,335,824	\$ 286,927,493	251,089,870

* Fiscal year 2024 balances have been restated due to the correction of errors.

Governmental activities

The City has restated the beginning balance for the governmental activities as a result of an error in fiscal year 2024. In fiscal year 2024, the capital assets were overstated in construction in process. The correct balance has been reflected in the Statement of Net Position and the corrected beginning balance is reflected in the Statement of Activities. See Note 13 for more detailed information.

Governmental activities increased the City's net position \$19.5 million for the fiscal year compared to \$10.5 million in the previous fiscal year. Significant results that contributed to this change were as follows:

- Program revenues increased \$8.1 million (52.5%) over the prior year due to an increase in reimbursements from the Regional Transportation Commission and the contribution of certain infrastructure assets that were accepted by the city from outside entities.
- General revenues increased \$0.7 million (9.7%) over the prior year. The main contributor to this was an increase in property taxes over the prior fiscal year by \$0.7 million (14.3%).
- Total expenses decreased \$0.1 million (-1.0%) over fiscal year 2024 primarily due to expenses from salary increases and the increased costs of normal operations.

CITY OF FERNLEY, NEVADA
Management's Discussion and Analysis
For the Fiscal Year Ended June 30, 2025

Business-type activities

Business-type activities increased the City's net position \$16.4 million for the fiscal year compared to \$16.8 in the previous fiscal year. Significant results that contributed to this change were as follows:

- Program revenues increased \$0.3 million (1.2%) over the previous fiscal year. This increase is a combination of an increase to charges for services of \$1.2 million (7.0%) and a decrease in capital grants and contributions of \$0.9 million (-13.8%).
- General revenues increased \$0.9 million (12.2%) entirely due to a 27.2% increase in investment earnings over fiscal year 2024.
- Total expenses increased \$1.7 million (11.9%) due to normal salary increases and the increased cost of normal operations.

Governmental Fund Financial Analysis

The focus of the City's governmental funds is to provide information on the near-term inflows, outflows, and balances of available financial resources. Such information is useful in assessing the City's financing requirements. Unassigned fund balance may serve as a useful measure of the City's net resources available for spending.

At the close of the current fiscal year, the City's governmental funds reported a total combined ending fund balances of \$18.8 million, an increase of \$0.2 million (0.9%) from the prior year.

The general fund is the main operating fund of the City. At the close of the current fiscal year, the fund balance for the General Fund was \$17.6 million, an increase of \$2.7 million (17.99%) from the prior year. \$1.7 million of the general fund's total fund balance is restricted for capital projects and future development. \$3.3 million of the total fund balance has been committed by a resolution passed by the City Council capital projects to be completed in fiscal year 2026 and parks and recreation. \$2.8 million of the total fund balance has been assigned to the subsequent year's appropriations. The remaining \$9.8 million is classified as unassigned fund balance.

The grants special revenue fund is used to account for revenues and expenditures of various grants that the City has applied for and received. The City expended \$11.1 million in grants funds in fiscal year 2025, of which \$10.0 million were federal funds related to ARPA being used to construct the CRRC. The grants fund is comprised of reimbursable grants, resulting in no change in the ending fund balance for the fiscal year.

The Transient Lodging Tax special revenue fund is considered a major fund for fiscal year 2025. The Transient Lodging Tax fund had \$3.1 million of capital outlay that was used to construct the CRRC that resulted in a decrease in fund balance of \$2.5 million (-74.2%) from the prior year.

The aggregate nonmajor governmental funds have a combined ending fund balance of \$0.4 million, a decrease of \$34,746 (-8.5%) over the prior year, all of which is either restricted or committed for specific purposes.

Proprietary Funds

The net position of the water enterprise Fund at the end of the fiscal year was \$139.3 million, an increase of \$11.7 million over fiscal year 2024. The major contributors to the increase were an increase of \$0.9 million (7.9%) in operating revenues and \$0.6 million (29.0%) in investment income.

CITY OF FERNLEY, NEVADA
Management's Discussion and Analysis
For the Fiscal Year Ended June 30, 2025

The net position of the sewer enterprise fund at the end of the fiscal year was \$56.4 million, an increase of \$4.7 million over fiscal year 2024. Increases of \$0.3 million (6.0%) in operating revenues and \$0.3 million (24.3%) in investment income were the major factors in the increase in net position.

Budgetary Highlights

Under state statutes, budgetary control is maintained at the function level. Shifting allocations between functions is allowable under NRS and the City made changes to the original budget and reallocated funds within the general government, public works, and community development functions.

Total general fund revenues were \$1.1 million less than budget largely due to the Regional Transportation Committee (RTC) reimbursements ending the year \$3.3 million less than budgeted. This was caused by projects that were budgeted, but not progressing during the fiscal year. These funds are expected to be expended in the subsequent year. Investment earnings ended the year \$1.2 million above budgeted amounts.

Total general fund expenditures were \$7.2 million less than the budget, mainly due to the same RTC variance and \$2.6 million budgeted but not needed for the construction of the CRRC. The result in the general fund was a surplus of \$2.7 million at the end of the year. All functions in the general fund finished the year under budget in compliance with NRS.

Capital Asset and Debt Administration

Capital assets

The City's total capital assets, net of depreciation, for its governmental and business-type activities as of June 30, 2025, totaled \$242.2 million, an increase of \$23.5 million from the prior year. Capital assets include tangible items such as land, construction in progress, buildings, improvements, machinery and equipment, infrastructure. The City also has intangible assets such as water rights, right of way easements and other assets.

Changes to capital assets that occurred during the fiscal year include:

- Construction in Progress (CIP) increased \$15.2 million. Governmental activities increased \$19.8 million with the start of new projects and continued construction of ongoing projects and had \$1.5 million in projects completed in the fiscal year. The most significant increases in CIP were for the CRRC and Shadow Lane reconstruction that are both scheduled to be completed early in fiscal year 2026.
- Infrastructure capital assets increased \$1.0 million mainly due to the receipt of new assets from the dedication of completed streets to the City by developers.
- Improvements other than buildings in the business-type activities increased \$6.2 million over the prior year with the completion of an early phase of the surface water integration project at the City's water treatment plant.

CITY OF FERNLEY, NEVADA
Management's Discussion and Analysis
For the Fiscal Year Ended June 30, 2025

City of Fernley Capital Assets
Net of Depreciation

	Governmental Activities		Business-type Activities		Total	
	2025	2024*	2025	2024	2025	2024
Land	\$ 5,099,616	5,099,616	\$ 1,191,609	1,191,609	\$ 6,291,225	6,291,225
Water rights	-	-	49,993,522	48,499,031	49,993,522	48,499,031
Construction in progress	26,059,241	7,821,690	6,716,538	9,713,511	32,775,779	17,535,201
Intangible assets	-	-	13,670	19,041	13,670	19,041
Infrastructure	36,435,114	34,596,238	90,018,209	90,860,874	126,453,324	125,457,112
Buildings	2,135,063	2,446,960	-	-	2,135,063	2,446,960
Improvements other than buildings	6,957,248	7,382,157	15,873,564	9,643,291	22,830,812	17,025,448
Machinery, equipment and vehicles	857,078	670,617	841,388	758,874	1,698,466	1,429,491
Total	\$ 77,543,360	58,017,278	\$ 164,648,500	160,686,231	\$ 242,191,861	218,703,509

* Fiscal year 2024 balances have been restated due to the correction of errors.

Additional information on the City's capital assets can be found in note 6 of the financial statements.

Debt Administration

As of June 30, 2025, the City had the following outstanding long-term liabilities outstanding:

City of Fernley Long-Term Debt

	Governmental Activities		Business-type Activities		Total	
	2025	2024	2025	2024	2025	2024
General obligation/revenue bonds	\$ -	-	\$ 45,865,295	52,004,235	\$ 45,865,295	52,004,235
Unamortized bond premium	-	-	3,344,055	1,863,032	3,344,055	1,863,032
Compensated absences	521,538	435,012	351,716	323,372	873,254	758,384
Net pension liability	6,182,691	6,592,784	4,740,789	4,983,657	10,923,480	11,576,441
Total OPEB liability	108,284	137,604	91,284	134,839	199,568	272,443
Total	\$ 6,812,513	7,165,400	\$ 54,393,139	59,309,135	\$ 61,205,652	66,474,535

During fiscal year 2025, the City issued Series 2024 refunding bonds. The proceeds of the bonds were used to refund the Series 2015B bonds. This refunding, along with scheduled principal payments reduced the City's total outstanding balance by \$6.1 million. There was no outstanding debt in the governmental activities in fiscal year 2025.

Pension and OPEB benefit payments are recognized when due and payable in accordance with the benefit terms. The City has no obligation other than contributions required by the Nevada Public Employee Retirement System (PERS) and payments required by the Nevada Public Employee Benefits Program (NPEBP).

Additional information on the City's long-term debt, Post Employment Retirement Health Insurance Benefits and the City's Defined Benefit Pension Plan can be found in notes 6, 8 and 9, respectively.

Economic Factors and Next Year's Budget and Rates

The City reviews a variety of information and economic factors when developing its annual budget and monitors changes in economic trends and events throughout the year. Some of the significant factors considered in preparing the City's budget are:

- The City's ad valorem (property) tax revenues increased 15.1% in fiscal year 2025. This increase was due to an increase in the assessed valuation and additional new revenue from housing and other

CITY OF FERNLEY, NEVADA
Management's Discussion and Analysis
For the Fiscal Year Ended June 30, 2025

developments. The growth in revenues is expected to continue for the next several years due to continued growth.

- The expected growth for the City has a measurable impact on the number of permits issued and the fees collected for them. Developers have several projects that were started during the fiscal year and continuing into subsequent years, resulting in larger revenues in the planning and building permit fees, along with the property tax revenue increases.
- The City receives funds on a reimbursable basis from the Regional Transportation Commission of Lyon County that are used for the maintenance and replacement of City streets. The funds have been used for major roadway reconstruction projects historically, but the City has moved its pavement maintenance program costs out of the general fund to the RTC reimbursement, freeing up general fund resources for other City needs.
- The water and wastewater treatment plants are reaching their capacity to provide resources to the citizens of the City. The City is exploring potential funding sources to increase the capacity of the water treatment plant by completing a surface water intake project and increasing the capacity of wastewater treatment by exploring the feasibility of building a new, state-of-the-art, treatment plant.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the City Treasurer/Finance Director, 595 Silver Lace Blvd, Fernley NV 89408.

Basic Financial Statements

- ♦ Government-wide Financial Statements
 - ♦ Statement of Net Position
 - ♦ Statement of Activities
- ♦ Fund Financial Statements
 - ♦ Governmental Funds
 - ♦ Proprietary Funds
 - ♦ Fiduciary Funds
- ♦ Notes to the Financial Statements



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CITY OF FERNLEY
Statement of Net Position
June 30, 2025

	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and investments	\$ 21,691,579	\$ 83,122,963	\$ 104,814,542
Receivables:	4,878,743	1,848,137	6,726,880
Inventory	-	137,080	137,080
Prepays	11,805	63,405	75,210
Restricted assets			
Restricted cash and investments	-	443,798	443,798
Capital assets (net of accumulated depreciation)			
Land	5,099,616	1,191,609	6,291,225
Water rights	-	49,993,522	49,993,522
Intangible assets	-	13,670	13,670
Construction in progress	26,059,241	6,716,538	32,775,779
Infrastructure	36,435,114	90,018,209	126,453,324
Buildings	2,135,063	-	2,135,063
Improvements other than buildings	6,957,248	15,873,564	22,830,812
Machinery, equipment and vehicles	857,078	841,388	1,698,466
Total assets	<u>104,125,487</u>	<u>250,263,883</u>	<u>354,389,371</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred charge on refunding	-	765,881	765,881
Deferred outflows related to pensions	2,628,630	2,015,592	4,644,222
Deferred outflows related to OPEB	27,415	127,828	155,243
Total deferred outflows of resources	<u>2,656,045</u>	<u>2,909,301</u>	<u>5,565,346</u>
Total assets and deferred outflows of resources	<u>106,781,532</u>	<u>253,173,184</u>	<u>359,954,717</u>
LIABILITIES			
Accounts payable and other current liabilities	7,586,585	929,353	8,515,938
Unearned revenue	89,045	-	89,045
Refundable deposits	-	443,678	443,678
Accrued interest payable	-	759,054	759,054
Noncurrent liabilities			
Due within one year			
Bonds payable	-	3,010,597	3,010,597
Compensated absences payable	260,769	175,858	436,627
Due in more than one year			
Bonds payable	-	46,198,753	46,198,753
Compensated absences payable	260,769	175,858	436,627
Net pension liability	6,182,691	4,740,789	10,923,480
Total OPEB liability	108,284	91,284	199,568
Total liabilities	<u>14,488,143</u>	<u>56,525,224</u>	<u>71,013,367</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to pensions	806,945	618,752	1,425,697
Deferred inflows related to OPEB	248,680	339,477	588,157
Total deferred inflows of resources	<u>1,055,625</u>	<u>958,229</u>	<u>2,013,854</u>
Total liabilities and deferred inflows of resources	<u>15,543,768</u>	<u>57,483,453</u>	<u>73,027,221</u>
NET POSITION			
Net investment in capital assets	77,543,360	116,205,031	193,748,391
Restricted for			
Capital assets	543,468	-	543,468
Future development	1,144,497	-	1,144,497
Judicial	96,074	-	96,074
Unrestricted	11,910,365	79,484,700	91,395,065
Total net position	<u>\$ 91,237,764</u>	<u>\$ 195,689,731</u>	<u>\$ 286,927,495</u>

The notes to the financial statements are an integral part of this statement.

CITY OF FERNLEY
Statement of Activities
For the Year Ended June 30, 2025

Functions/Programs	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants & Contributions	Capital Grants & Contributions	Governmental Activities	Business-type Activities
Governmental activities:						
General Government	\$ 4,663,836	\$ 4,483,769	\$ 31,838	\$ 10,844,703	\$ 10,696,474	\$ -
Public works	3,681,326	434,552	4,214,625	2,162,826	3,130,677	-
Judicial	698,065	250,052	-	-	(448,013)	-
Health	406,049	-	-	-	(406,049)	-
Culture & recreation	1,365,295	39,285	977,087	-	(348,923)	-
Community support & development	1,448,924	-	151,922	-	(1,297,002)	-
Total governmental activities	12,263,495	5,207,658	5,375,472	13,007,529	11,327,164	-
Business-type activities:						
Water	11,167,280	12,346,855	-	3,562,665	-	4,742,240
Waste water	4,761,272	5,746,401	-	2,109,486	-	3,094,615
Total business-type activities	15,928,552	18,093,256	-	5,672,151	-	7,836,855
Total primary government	\$ 28,192,047	\$ 23,300,914	\$ 5,375,472	\$ 18,679,680	\$ 11,327,164	\$ 19,164,019
General Revenues						
Taxes:						
Property taxes					5,343,497	5,343,497
Fuel taxes					427,380	427,380
Residential construction tax					198,000	198,000
Water acillary fee revenue					-	4,211,235
Unrestricted state consolidated tax					239,942	239,942
Unrestricted gaming licenses					118,553	118,553
Unrestricted investment earnings					1,307,118	5,607,532
Gain (loss) on disposal of capital assets					19,974	25,375
Miscellaneous					502,090	502,090
Total general revenues					8,517,050	16,673,605
Change in net position					19,483,718	35,837,623
Net position - beginning					75,666,146	255,001,972
Adjustment to beginning net position					(3,912,100)	(3,912,100)
Net position - beginning as restated					71,754,046	251,089,872
Net position - ending					\$ 91,237,764	\$ 286,927,495

The notes to the financial statements are an integral part of this statement.

CITY OF FERNLEY
Governmental Funds
Balance Sheet
For the Year Ended June 30, 2025

	General Fund	Grants Special Revenue Fund	Transient Lodging Tax Fund	Other Governmental Funds	Total Governmental Funds
ASSETS					
Cash and investments	\$ 17,542,200	\$ -	\$ 3,769,936	\$ 379,443	\$ 21,691,579
Receivables:					
Property taxes	47,683	-	-	-	47,683
Interest receivable	11,245	-	2,394	158	13,797
Other	553,967	-	67,717	-	621,684
Due from other governments	3,892,707	302,872	-	-	4,195,579
Due from other funds	114,234	-	-	-	114,234
Prepays	11,805	-	-	-	11,805
	<u>22,173,841</u>	<u>302,872</u>	<u>3,840,047</u>	<u>379,601</u>	<u>26,696,361</u>
Total assets	\$ 22,173,841	\$ 302,872	\$ 3,840,047	\$ 379,601	\$ 26,696,361
LIABILITIES					
Accounts payable	\$ 2,711,952	\$ 188,638	\$ 2,460,214	\$ 6,793	\$ 5,367,597
Retainage payable	308,933	-	514,923	-	823,856
Accrued liabilities	228,244	-	-	-	228,244
Due to other funds	-	114,234	-	-	114,234
Due to developers	1,166,888	-	-	-	1,166,888
Unearned revenue	89,045	-	-	-	89,045
	<u>4,505,062</u>	<u>302,872</u>	<u>2,975,137</u>	<u>6,793</u>	<u>7,789,864</u>
Total liabilities	4,505,062	302,872	2,975,137	6,793	7,789,864
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue - property taxes	31,991	-	-	-	31,991
	<u>31,991</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>31,991</u>
FUND BALANCES					
Restricted for:					
Judicial	-	-	-	96,074	96,074
Capital projects	543,468	-	-	-	543,468
Future development	1,144,497	-	-	-	1,144,497
Committed:					
Capital projects	2,706,000	-	-	276,734	2,982,734
Convention center	-	-	518,946	-	518,946
Parks and recreations	582,063	-	-	-	582,063
Assigned to:					
Subsequent year appropriation	2,795,000	-	-	-	2,795,000
Culture and recreation	-	-	345,964	-	345,964
Unassigned	9,865,760	-	-	-	9,865,760
	<u>17,636,788</u>	<u>-</u>	<u>864,910</u>	<u>372,808</u>	<u>18,874,506</u>
Total fund balances	17,636,788	-	864,910	372,808	18,874,506
Total liabilities, deferred inflows of resources, and fund balances	\$ 22,173,841	\$ 302,872	\$ 3,840,047	\$ 379,601	\$ 26,696,361

The notes to the financial statements are an integral part of this statement.

CITY OF FERNLEY
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
June 30, 2025

Amounts reported for governmental activities in the statement of net position are different because:

Total fund balances - total governmental funds	\$	18,874,506
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Governmental capital assets	\$	110,814,574
Accumulated depreciation	<u>(33,271,214)</u>	77,543,360
Some liabilities, including compensated absences, net pension and total OPEB liabilities are not due and payable in the current period and, therefore, are not reported in the funds.		
Compensated absences	(521,538)	
Net pension liability	(6,182,691)	
Total OPEB liability	<u>(108,284)</u>	(6,812,513)
Unavailable revenue associated with property taxes is recognized as revenue in the government-wide statements.		
		31,991
Deferred outflows and inflows of resources related to pensions are applicable to future reporting period and, therefore, are not reported in the funds.		
Deferred outflows related to pensions	2,628,630	
Deferred inflows related to pensions	<u>(806,945)</u>	1,821,685
Deferred outflows and inflows of resources related to OPEB are applicable to future reporting period and, therefore, are not reported in the funds.		
Deferred outflows related to OPEB	27,415	
Deferred inflows related to OPEB	<u>(248,680)</u>	(221,265)
Net position of governmental activities	\$	<u><u>91,237,764</u></u>

CITY OF FERNLEY
Governmental Funds
Schedule of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended June 30, 2025

	General Fund	Grants Special Revenue Fund	Transient Lodging Tax Fund (formally nonmajor fund)	Other Governmental Funds	Total Governmental Funds
REVENUES					
Taxes	\$ 5,583,293	\$ -	\$ 541,790	\$ -	\$ 6,125,083
Licenses, permits and fees	5,006,609	-	-	-	5,006,609
Intergovernmental	5,125,083	11,067,980	-	-	16,193,063
Fines and forfeitures	223,433	-	-	26,619	250,052
Investment earnings	1,289,806	-	2,936	14,376	1,307,118
Other revenues	1,041,514	-	196,463	-	1,237,977
Total revenues	18,269,738	11,067,980	741,189	40,995	30,119,902
EXPENDITURES					
Current					
General Government	4,124,270	-	-	-	4,124,270
Public works	2,153,013	-	-	-	2,153,013
Judicial	590,725	-	-	75,741	666,466
Health	389,176	-	-	-	389,176
Culture and recreation	950,205	71,354	132,336	-	1,153,895
Community development	1,262,687	151,932	-	-	1,414,619
Total current	9,470,076	223,286	132,336	75,741	9,901,439
Capital outlay	6,130,765	10,844,704	3,100,000	-	20,075,469
Total expenditures	15,600,841	11,067,990	3,232,336	75,741	29,976,908
Excess of revenues over (under) expenditures	2,668,897	(10)	(2,491,147)	(34,746)	142,994
OTHER FINANCING SOURCES					
Sale of capital assets	19,974	-	-	-	19,974
Net change in fund balance	2,688,871	(10)	(2,491,147)	(34,746)	162,968
FUND BALANCE, July 1	14,947,917	10	-	3,763,612	18,711,539
Adjustment to beginning fund balance, formally nonmajor fund	-	-	3,356,057	(3,356,057)	-
FUND BALANCE, JULY 1 as adjusted	14,947,917	10	3,356,057	407,555	18,711,539
FUND BALANCE, June 30	\$ 17,636,788	\$ -	\$ 864,910	\$ 372,808	\$ 18,874,507

The notes to the financial statements are an integral part of this statement.

CITY OF FERNLEY
Reconciliation of the Statement of Revenues,
Expenditures, and Changes in Fund Balances of Governmental Funds
to the Statement of Activities
For the Year Ended June 30, 2025

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds	\$	162,968
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Governmental funds report capital outlays as expenditures. However, in the statement of activities, the costs of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the difference between depreciation expense and capital outlay in the current period.

	\$	19,987,494	
Capital outlay			
Depreciation expense		(2,083,368)	17,904,126

Governmental funds do not report the contributions of capital assets as revenue, unless the assets will be held for sale. However, in the statement of activities, the donation of capital assets is reported as revenue.	1,621,957
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Because some property taxes will not be collected in time to pay for obligations in the current period, they are not considered available revenues in the governmental funds and are instead reported as deferred revenues. These revenues are accounted for as revenue in the statement of activities.	(14,618)
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Pension contributions are reported as expenditures in the governmental funds when made. However, they are reported as deferred outflows of resources in the statement of net position because the net pension liability is measured a year before the City's report date. Pension expense, which is the change in the net pension liability adjusted for changes in deferred outflows and inflows of resources related to pensions, is reported in the statement of activities

	738,346	
Pension contributions		
Pension expense	(606,581)	(131,765)

Compensated absences and other postemployment benefit obligation expenses reported in the statement of activities do no require the use of current financial resources and therefore are not reported as expenditures in governmental funds. This adjustment reflects the change in compensated absences and other postemployment benefit obligations.

	(86,526)	
Compensated absences		
Total OPEB liability	27,576	(58,950)

Change in net position of governmental activities	\$	19,483,718
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CITY OF FERNLEY
Proprietary Funds
Statement of Net Position
June 30, 2025

	<u>Water Fund</u>	<u>Sewer Fund</u>	<u>Total Enterprise Funds</u>
ASSETS			
Current assets			
Cash and investments	\$ 51,992,722	\$ 31,130,241	\$ 83,122,963
Receivables, net of allowance			
Accounts receivable	1,207,511	544,004	1,751,515
Water ancillary fee receivable	44,693	-	44,693
Interest receivable	32,417	19,512	51,929
Inventory	130,061	7,019	137,080
Prepaid expense	62,803	602	63,405
Total current assets	<u>53,470,207</u>	<u>31,701,378</u>	<u>85,171,585</u>
Noncurrent assets			
Restricted cash and investments	237,807	205,991	443,798
Capital assets			
Land	1,005,899	185,710	1,191,609
Water rights	49,993,522	-	49,993,522
Intangible assets	1,664,240	17,391	1,681,631
Construction in progress	5,417,244	1,299,294	6,716,538
Infrastructure	115,722,312	46,873,034	162,595,346
Buildings	8,765	8,765	17,530
Improvements other than buildings	17,728,863	5,772,728	23,501,591
Machinery, equipment and vehicles	1,814,665	1,786,219	3,600,884
Less: accumulated depreciation	(60,397,102)	(24,253,049)	(84,650,151)
Total noncurrent assets	<u>133,196,215</u>	<u>31,896,083</u>	<u>165,092,298</u>
Total assets	<u>186,666,422</u>	<u>63,597,461</u>	<u>250,263,883</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred change on refunding	532,696	233,185	765,881
Deferred outflows related to pensions	1,325,461	690,131	2,015,592
Deferred outflows related to OPEB	100,289	27,539	127,828
Total deferred outflows of resources	<u>1,958,446</u>	<u>950,855</u>	<u>2,909,301</u>
Total assets and deferred outflows of resources	<u>188,624,868</u>	<u>64,548,316</u>	<u>253,173,184</u>
LIABILITIES			
Current liabilities			
Accounts payable	815,765	43,188	858,953
Accrued liabilities	43,575	26,825	70,400
Refundable deposits	237,687	205,991	443,678
Accrued interest	693,216	65,838	759,054
Compensated absences	113,350	62,508	175,858
Bonds payable	2,606,112	404,485	3,010,597
Total current liabilities	<u>4,509,705</u>	<u>808,835</u>	<u>5,318,540</u>
Noncurrent liabilities			
Compensated absences	113,350	62,508	175,858
Bonds payable	40,849,055	5,349,698	46,198,753
Net pension liability	3,117,561	1,623,228	4,740,789
Total OPEB liability	35,191	56,093	91,284
Total noncurrent liabilities	<u>44,115,157</u>	<u>7,091,527</u>	<u>51,206,684</u>
Total liabilities	<u>48,624,862</u>	<u>7,900,362</u>	<u>56,525,224</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to pensions	406,895	211,857	618,752
Deferred inflows related to OPEB	254,273	85,204	339,477
Total deferred inflows of resources	<u>661,168</u>	<u>297,061</u>	<u>958,229</u>
Total liabilities and deferred inflows of resources	<u>49,286,030</u>	<u>8,197,423</u>	<u>57,483,453</u>
NET POSITION			
Net investment in capital assets	90,035,937	26,169,094	116,205,031
Unrestricted	49,302,901	30,181,799	79,484,700
Total net position	<u>\$ 139,338,838</u>	<u>\$ 56,350,893</u>	<u>\$ 195,689,731</u>

The notes to the financial statements are an integral part of this statement.

CITY OF FERNLEY
Proprietary Funds
Statement of Revenues, Expenditures, and Changes in Net Position
For the Year Ended June 30, 2025

	<u>Water Fund</u>	<u>Sewer Fund</u>	<u>Total Enterprise Funds</u>
OPERATING REVENUES			
Service Fees	\$ 11,810,297	\$ 5,682,301	\$ 17,492,598
Other Revenues	217,400	-	217,400
Total operating revenues	<u>12,027,697</u>	<u>5,682,301</u>	<u>17,709,998</u>
OPERATING EXPENSES			
Salaries	1,971,029	1,050,746	3,021,775
Employee benefits	750,930	582,331	1,333,261
Services, supplies and other	3,060,896	1,549,409	4,610,305
Depreciation and amortization	3,450,047	1,423,684	4,873,731
Total operating expenditures	<u>9,232,902</u>	<u>4,606,170</u>	<u>13,839,072</u>
Operating income	<u>2,794,795</u>	<u>1,076,131</u>	<u>3,870,926</u>
NONOPERATING REVENUES (EXPENSES)			
Water ancillary fee	4,211,235	-	4,211,235
Investment income	2,705,874	1,594,540	4,300,414
Other income	319,158	64,100	383,258
Gain (loss) on disposal of capital assets	5,258	143	5,401
Interest expense	(1,646,770)	(155,102)	(1,801,872)
Bond Issuance Cost	(287,608)	-	(287,608)
Total nonoperating revenues (expenses)	<u>5,307,147</u>	<u>1,503,681</u>	<u>6,810,828</u>
Income before contributions and transfers	8,101,942	2,579,812	10,681,754
Capital contributions - connection fees	1,509,334	1,535,877	3,045,211
Capital contributions - other	2,053,331	573,609	2,626,940
Change in net position	11,664,607	4,689,298	16,353,905
NET POSITION, July 1	<u>127,674,231</u>	<u>51,661,595</u>	<u>179,335,826</u>
NET POSITION, June 30	<u>\$ 139,338,838</u>	<u>\$ 56,350,893</u>	<u>\$ 195,689,731</u>

The notes to the financial statements are an integral part of this statement.

CITY OF FERNLEY
Proprietary Funds
Statement of Cash Flows
June 30, 2025

	<u>Water Fund</u>	<u>Sewer Fund</u>	<u>Total Enterprise Funds</u>
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash received from customers, services fees	\$ 11,691,906	\$ 5,628,548	\$ 17,320,454
Cash received from customers, capacity fees and other	217,400	-	217,400
Cash paid to suppliers	(3,010,902)	(1,731,905)	(4,742,807)
Cash paid to employees	(2,737,057)	(1,444,942)	(4,181,999)
Net cash flows from operating activities	<u>6,161,347</u>	<u>2,451,701</u>	<u>8,613,048</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Water rights and settlement income	319,158	64,100	383,258
Water ancillary fee revenue	4,213,697	-	4,213,697
Proceeds from capital debt	28,454,333	-	28,454,333
Principal paid on capital debt	(30,952,047)	(396,893)	(31,348,940)
Interest paid on capital debt	(1,456,598)	(137,118)	(1,593,716)
Bond Issuance Cost	(287,608)	-	(287,608)
Acquisition and construction of capital assets	(5,019,494)	(1,189,566)	(6,209,060)
Proceeds from disposal of capital assets	5,258	143	5,401
Connection fees	1,509,334	1,535,878	3,045,212
Net cash flows from capital and related financing activities	<u>(3,213,967)</u>	<u>(123,455)</u>	<u>(3,337,422)</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Investment income (loss)	<u>2,878,526</u>	<u>1,694,963</u>	<u>4,573,489</u>
Net change in cash and investments	5,825,906	4,023,209	9,849,115
Cash and investments, July 1	<u>46,404,623</u>	<u>27,313,023</u>	<u>73,717,646</u>
Cash and investments, June 30	<u>\$ 52,230,529</u>	<u>\$ 31,336,232</u>	<u>\$ 83,566,761</u>
RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS FROM OPERATING ACTIVITIES			
Operating income	\$ 2,794,795	\$ 1,076,131	\$ 3,870,926
Adjustments to reconcile operating income to net cash flows from operating activities			
Depreciation expense	3,450,047	1,423,684	4,873,731
Related to pensions	319,855	69,968	389,823
Related to OPEB	15,292	3,350	18,642
Changes in operating assets and liabilities			
(Increase) decrease in receivables	(124,876)	(59,531)	(184,407)
(Increase) decrease in inventories	(4,178)	(185)	(4,363)
(Increase) decrease in prepaid expenses	(61,045)	1,156	(59,889)
Increase (decrease) in accounts payable	115,217	(183,467)	(68,250)
Increase (decrease) in accrued liabilities	10,436	12,215	22,651
Increase (decrease) in customer deposits	6,485	5,778	12,263
Increase (decrease) in pension	(336,849)	93,981	(242,868)
Increase (decrease) in other postemployment benefits	(29,358)	(14,197)	(43,555)
Increase (decrease) in compensated absences payable	5,526	22,818	28,344
Net cash flows from operating activities	<u>\$ 6,161,347</u>	<u>\$ 2,451,701</u>	<u>\$ 8,613,048</u>
NONCASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES			
Contributions of capital assets from developers	\$ 2,053,331	\$ 573,609	\$ 2,626,940

The notes to the financial statements are an integral part of this statement.

CITY OF FERNLEY
Statement of Fiduciary Net Position
Fiduciary Fund
June 30, 2025

	Custodial Fund
ASSETS	
Cash and investments	\$ 57,930
Receivables	
Interest	-
Other	-
	<u> </u>
Total assets	<u>\$ 57,930</u>
LIABILITIES	
Accounts payable	<u>\$ 57,930</u>
Total liabilities and fund balance	<u>\$ 57,930</u>

The notes to the financial statements are an integral part of this statement.

CITY OF FERNLEY
Statement of Changes in Fiduciary Net Position
Fiduciary Fund
For the Year Ended June 30, 2025

	<u>Custodial Fund</u>
ADDITIONS	
Asset forfeitures	\$ <u>185,453</u>
DEDUCTIONS	
Asset forfeiture expenses and payments to other governments	<u>164,628</u>
Net increase (decrease) in fiduciary net position	20,825
FUND BALANCE, July 1	<u>37,105</u>
FUND BALANCE, June 30	\$ <u><u>57,930</u></u>

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

NOTE 1. Summary of Significant Accounting Policies

Reporting entity

The City of Fernley, Nevada (City) was incorporated on July 1, 2001, in accordance with Nevada Revised Statutes (NRS) chapter 266. The City operates under a Council-Manager form of government and provides the following services as authorized by law: water and wastewater (sewer) utilities, streets and storm drains, culture and recreation, planning and zoning, animal control, vector control, building and safety, and general and administrative services. Prior to July 1, 2001, the entity was organized as an unincorporated town in accordance with NRS chapter 269. The accompanying financial statements present all activities of the City. The City has no separate component units, entities for which the City is financially accountable for that would be combined to form the reporting entity.

Government-Wide and Fund Financial Statements

The government-wide financial statements report information on all of the nonfiduciary activities of the primary government and its component units. All fiduciary activities are reported only in the fund financial statements. *Governmental activities*, which normally are supported by taxes, intergovernmental revenues, and other nonexchange transactions, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges to external customers for support.

The statement of activities demonstrates the degree to which the *direct expenses* of a given function or business-type activity are offset by *program revenues*. Direct expenses are those that are specifically associated with a function or business-type activity. Program revenues include 1.) charges to customers who purchase, use or benefit from goods or services provided by a given function or business-type activity and 2.) grants and contributions that are restricted to meeting the operation or capital requirements of a particular function or business-type activity. Taxes and other items not included among program revenues are reported as *general revenues*.

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from the City's governmental funds, while business-type activities incorporate data from the City's enterprise funds. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements.

The fund financial statements provide information about the City's funds, including its fiduciary funds and blended component units. Separate statements for each fund category, governmental, proprietary, and fiduciary are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenue and expenses generally result from an exchange transaction such as providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. Nonoperating revenue and expenses result from nonexchange transactions or ancillary services.

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements and the proprietary fund financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement* focus and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under leases are reported as other financing sources.

Property taxes, consolidated taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). All other revenue items are considered to be measurable and available only when cash is received by the City.

The fiduciary funds are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Additions are recorded when earned and deductions are recorded when liabilities are incurred regardless of the timing of related cash flows.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the City's water function and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

The City reports the following major governmental funds:

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those accounted for in another fund.

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

The *Grants Fund* is used to account for federal and state grants that are restricted or committed for a specific use.

The *Transient Lodging Fund* is used to account for Transient Lodging Tax revenues to be used for economic development activities, formally considered a nonmajor fund.

The City reports the following major enterprise funds:

The *Water Utility Fund* is used to account for the provision of water services to the residents of the City and some residents of Lyon County. All activities necessary to provide services are accounted for in this fund, including, but not limited to, administration, operations, maintenance, financing and related debt.

The *Wastewater (sewer) Utility Fund* is used to account for sewer collection and treatment services for the residents of the City and some residents of Lyon County. All activities necessary to provide services are accounted for in this fund, including, but not limited to, administration, operations, maintenance, financing and related debt.

Additionally, the City reports the following fund type:

The *Custodial Fiduciary Fund* accounts for asset forfeiture funds collected by the City on behalf of others. Included are bonds posted with the municipal court. This fund is excluded from the government-wide financial statements.

During the course of operations, the City has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due to/from other funds and advances to/from other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds are eliminated so that only the net amount is included as internal balances in the governmental and business-type activities columns.

Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements these amounts are reported at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental and business-type activities are eliminated so that only the net amount is included as transfers.

Assets, Liabilities, Deferred Inflows and Outflows of Resources, and Net Position/Fund Balance

Cash and Investments

Cash resources of the individual funds are combined to form a pool of cash and investments, which is managed by the City Treasurer. The City invests in the State of Nevada Local Government Investment Pool (LGIP), which is reported at fair value.

Interest income earned is distributed to the appropriate funds based on each fund's equity in the investment. The City also invests with an outside entity and the funds are managed by a money manager. The money manager is required to report to the City on a quarterly basis.

The City's policy allows for the investment of funds in time certificates of deposit with federally insured depositories, investment in the LGIP, obligations of the U. S. Government and other investments as allowed

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

by Nevada State Statutes (NRS) 355 and 355.170. Investments for the City are reported at fair value (generally based on quoted market prices) except for the position in the LGIP. In accordance with state law, the LGIP operates in conformity with all the requirements of the Security and Exchange Commission's (SEC) Rule 2a7 as promulgated under the Investment Company Act of 1940, as amended. Accordingly, the LGIP qualifies as a 2a7-like pool and is reported at the net asset value per share (which approximates fair value) even though it is calculated using the amortized cost method.

Cash Equivalents

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. Based on the nature of the investment policies, all amounts are available on demand and are, therefore, classified as cash equivalents on the Statement of Cash Flows.

Receivables

Due to the nature of the accounts receivable in the governmental type activities, management does not consider an allowance for uncollectible accounts receivable necessary or material.

Receivables in proprietary fund types have arisen in the ordinary course of business and are shown net of an allowance for uncollectible accounts, as applicable.

Inventories and Prepaid Items

Proprietary fund inventories are valued at cost using the first-in/first-out (FIFO) method and consist of supplies and materials. Inventories of governmental funds in the fund financial statements are considered consumable supplies and as such are recorded as expenditures at the time of purchase.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

Restricted Assets

City policy requires that certain resources be set aside for various purposes such as for refundable deposits in the City's water and sewer utility funds.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements.

Capital assets are defined by the City as assets with an individual cost of more than \$5,000 for non-infrastructure assets and \$100,000 for infrastructure assets and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

Water rights are classified as intangible assets. A water right can be conveyed or transferred. Water rights, however, are appurtenant to the land and are conveyed by deed with the land unless the seller specifically reserves the water right in the deed. Water rights are not depreciable or amortizable.

Property, plant and equipment are depreciated using the straight-line method over the following estimated useful lives:

Buildings	25 to 40 years
Treatment facilities and improvements	10 to 20 years
Machinery, equipment and vehicles	5 to 10 years
Other capital assets	25 to 40 years
Infrastructure - Streets and sidewalks	20 to 40 years

Long-Term Liabilities

Government-wide and proprietary fund type financial statements:

Long-term debt and other long-term liabilities are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

It is the City's policy to permit employees to accumulate earned but not used vacation and sick pay benefits. The liability for compensated absences is calculated under the provisions of GASB Statement No. 100 *Compensated Absences*. In the government-wide and proprietary fund statements, all vacation and sick pay is accrued as earned by employees to the extent it is likely that those benefits will be paid.

Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discounts. Bond issuance costs are recognized during the current period. For current refundings resulting in the defeasance of debt, the difference between the reacquisition price and the net carrying amount of the old debt is reported as either a deferred outflow or inflow of resources and amortized as a component of interest expense using the straight-line method.

Governmental fund type financial statements:

A liability for compensated absences is reported in the governmental funds only if they have matured as a result of employee resignations, terminations and retirements. Bond premiums and discounts, as well as issuance costs, are recognized during the current period. The face amount of the bonds is reported as other financing sources, as are bond premiums. Bond discounts are recorded as other financing uses. Issuance costs, even if withheld from the actual net proceeds received, are reported as debt service expenditures.

Pensions

For purposes of measuring the net pension liability and pension expense, information about the pension plan's fiduciary net position of the Public Employees' Retirement System of Nevada (PERS) and additions to/deductions from the plan's fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

Postemployment Benefits Other than Pensions (OPEB)

For purposes of measuring the City's OPEB liability and OPEB expense, information about the total net position of the City's OPEB plans (the Plans) and additions to/deductions from the Plans' total net position have been determined based on annual actuarial reports. Benefit payments are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Deferred Inflows and Outflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has three items that qualify for reporting in this category. Pension and OPEB related items are reported separately on the government-wide and proprietary fund financial statements. See footnote 8 and 9 for more information. The third item is the deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has four types of these items that qualify for reporting in this category. One type arises only under a modified accrual basis of accounting. Accordingly, the item, *unavailable revenue*, is reported only in the governmental fund's balance sheet. The governmental funds report unavailable revenues from one source: property taxes. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. Pension and OPEB related items are reported separately on the government-wide and proprietary fund financial statements. See footnote 8 and 9 for more information. A deferred gain on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

Equity Classifications

In the government-wide and proprietary fund financial statements, equity is classified as net position and displayed in three components:

- Net Investment in Capital Assets – Consists of capital assets, net of accumulated depreciation/amortization and reduced by outstanding balances of any bonds, notes, leases, or other borrowings that are attributable to the acquisition, construction or improvement of those assets.
- Restricted Net Position – Consists of equity with constraints placed on their used either by 1.) external groups such as creditors, grantors, contributors, or laws and regulations of other governments; 2.) law through constitutional provisions or enabling legislation.
- Unrestricted Net Position – All other equity that does not meet the definition of “net investment in capital assets” or “restricted”.

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

In the fund financial statements, fund equity is reported as fund balances and is classified into a hierarchy that is based primarily on the extent to which the City is bound to honor constraints on specific purposes for which amounts in the respective governmental funds can be spent.

The classifications used in fund financial statements are as follows:

- **Nonspendable Fund Balance** – Amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.
- **Restricted Fund Balance** – Amounts for which constraints have been placed on the use of the resources either 1.) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; 2.) imposed by law through constitutional provisions or enabling legislation.
- **Committed Fund Balance** – Amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the City Council. These amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same type of action (ordinance or resolution, in which either are equally binding) that was employed with the funds were initially committed. Also included are contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.
- **Assigned Fund Balance** – Amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. Amounts may be assigned by the City Council, or through the City Manager as has been authorized by resolution.
- **Unassigned Fund Balance** – Used by the general fund for residual amounts not included in the four categories described above. The general fund is the only governmental fund that reports an unassigned fund balance.

When an expenditure is incurred for purposes for which both restricted and unrestricted amounts are available, the City considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned amounts are available, the City considers amounts to have been spent first out of committed funds, then assigned funds, and finally, unassigned funds as needed.

The City Council adopted a minimum fund balance policy for the general fund. The policy requires the unassigned fund balance at fiscal year-end to be at least 8.3% of total general fund expenditures, less any capital outlay.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts and disclosures. Actual results could differ from those estimates.

New Pronouncements

In September 2024, the GASB issued Statement No. 104, *Disclosure of Certain Capital Assets*. The objective of this Statement is to improve financial reporting by providing users with essential information about certain types of capital assets. This Statement will also improve consistency and comparability between governments. The requirements of this Statement are effective for the City's fiscal year ending June 30, 2026. Management has not determined what impact, if any, this Statement will have on its financial statements.

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

NOTE 2. Stewardship, Compliance and Accountability

Budgets and budgetary accounting

The City of Fernley adheres to the Local Government Budget and Finance Act (Act) incorporated within the statutes of the State of Nevada, in which annual budgets are legally adopted for all funds except fiduciary funds. The Act and City policy include the following procedures to establish the budgetary data, which is reflected in these financial statements:

- On or before April 15, the City Manager submits to the Fernley City Council a tentative budget for the fiscal year commencing the following July 1.
- Public hearings on the tentative budget are held no sooner than the third Monday in May and no later than the last day in May, to obtain taxpayer comments.
- Prior to June 1, at a public hearing, the Council indicates changes, if any, to be made to the tentative budget and adopts a final budget by the favorable vote of a majority of the members of the Council. The final budget must then be forwarded to the Nevada Department of Taxation for final approval.
- The City may not amend the budget without approval by the City Council. The City Treasurer is authorized to transfer appropriations between accounts within any function, with notification to the City Council. Any revisions that alter the total appropriations of a function or fund must be approved in advance by the City Council. Formal budgetary integration in the financial records of all funds is employed to enhance management control during the year.
- Budgets for all fund types are adopted on a basis consistent with GAAP. Appropriations lapse at year end. Encumbered appropriations are re-appropriated in the ensuing year.
- In accordance with NRS, actual expenditures may not exceed budgeted appropriations of the various governmental functions of the General, Special Revenue, and Capital Project Funds. Per NRS 354.626, expenditures over budgeted appropriations are allowed for bond repayments, medium term obligation repayments, and other long-term contracts expressly authorized by law. Expenses charged to an Enterprise Fund in excess of the original budget appropriation are allowable in accordance with NRS 354.612 and are not a violation of NRS 354.626 if the expenses do not cause a deficit in the equity balance of the fund and if the budget is adjusted in a manner provided by law.

Compliance with Nevada Revised Statutes and Administrative Code

The City conformed to the statutory constraints on financial administration as required by NRS 354.626 and/or NAC 354.410, which note that the City may not expend or contract to expend amounts which have not been appropriated for that function, other than bond repayments, medium-term obligation repayments and any other long-term contracts expressly authorized by law.

Capital Projects Fund

Pursuant to NRS 354.6113, the City is required to indicate in detail the projects that have been funded with money from the Capital Projects Fund, as well as, disclose any planned accumulations of the money in the fund. The only accumulation of funds were from interest earnings.

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

NOTE 3. Cash and Investments

A reconciliation of cash deposits and investments to the government-wide statement of net position is as follows:

Cash and investments	\$ 104,814,544
Restricted cash and investments	443,798
Custodial fund monies	<u>57,930</u>
	<u>\$ 105,316,272</u>

Deposits

For deposits, custodial credit risk is the risk that in the event of a bank failure, the City's deposit may not be returned. The City does not have a formal policy for custodial credit risk. At June 30, 2025 cash on hand was \$3,150 and the carrying amount of the City's deposits was \$3,425,446. None of the City's bank balance of \$3,493,137 was exposed to custodial credit risk since it was insured and collateralized.

Investments

The Nevada State Treasurer's Office operates the LGIP. The LGIP is available for investment of funds administered by any Nevada Public Treasurer and funds are available on demand. The LGIP is not registered with the SEC as an investment company. Deposits in the LGIP are not insured or otherwise guaranteed by the State of Nevada, and participants share proportionally in any realized gain or losses on investments.

The provisions of NRS 355.170 govern the investment of public funds.

The City categorizes its fair value measurements within the fair value hierarchy established by GAAP. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The City does not have any investments that are measured using Level 3 inputs.

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CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

As of June 30, 2025, the City had the following investments, maturities and credit ratings:

	Investment Rating	Fair Value	Less than 1 Year	1 to 5 Years	More than 5 Years
Level 1					
U.S Agencies	AAA	\$ 12,586,497	\$ 11,138,257	\$ 1,448,240	\$ -
U.S Treasuries	AAA	39,236,509	-	39,236,509	-
Money Market	N/A	94,379	94,379	-	-
Local Government Investment Pool	N/A	6,857,235	-	-	-
Level 2					
Corporate Bonds	AAA	16,974,001	-	15,663,665	1,310,336
Mortgage-Backed	AAA	17,155,349	64,482	4,792,979	12,297,888
Local Government Investment Pool	N/A	10,338,800	-	-	-
Level 3		-	-	-	-
Total cash equivalents and investments		\$ <u>103,242,770</u>	\$ <u>11,297,118</u>	\$ <u>61,141,393</u>	\$ <u>13,608,224</u>

At June 30, 2025, the estimated fair value of the City's investments was based on:

- Level 1 - Quoted market prices provided by recognized broker dealers.
- Level 2 - A matrix pricing model, by recognized broker dealers, which maximizes the use of observable inputs for similar securities or, for certificates of deposit, amortized cost.
- Level 3 – Unobservable inputs including the City's proportionate share of pooled investments.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The City's policy for managing its exposure to fair value loss arising from increasing interest rates is to comply with the provisions of NRS 355.170.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The City's policy for reducing its exposure to credit risk is to comply with NRS 355.170.

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

NOTE 4. Receivables

Receivables, Net of Allowance

A summary of receivables reported in the proprietary funds is as follows:

	<u>Water Fund</u>	<u>Sewer Fund</u>
Service revenue receivable	\$ 1,210,519	\$ 544,233
Allowance for doubtful accounts	<u>(3,008)</u>	<u>(229)</u>
Net service revenue receivable	1,207,511	544,004
Water ancillary fees receivable	<u>44,693</u>	<u>-</u>
Total Receivables	<u><u>\$ 1,252,204</u></u>	<u><u>\$ 544,004</u></u>

Due from Other Governments

Due from other governments reported in the general fund relate to consolidated tax, motor fuel tax, and RTC shared revenue receivable.

Due from other governments reported in the grants fund relate to various grant revenue receivable.

Other Receivables

The other receivables reported in the general fund are franchise taxes receivable that were measurable and available per the Governmental Accounting Standards Board (GASB).

The other receivables reported in the nonmajor governmental funds relate to miscellaneous court revenue receivable and transient lodging tax revenues receivable from various entities.

NOTE 5. Interfund Balances and Transfers

Interfund receivable/payable balances at June 30, 2025, are as follows:

	<u>Due From Other Funds</u>	<u>Due to Other Funds</u>
General Fund	\$ 114,234	\$ -
Grants Fund	<u>-</u>	<u>114,234</u>
Total	<u><u>\$ 114,234</u></u>	<u><u>\$ 114,234</u></u>

The purpose of the interfund balance listed above is to address the Grants Special Revenue Fund, which is a reimbursement-type fund that would otherwise have a negative cash balance as of the end of the year.

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

Interfund balances result from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. All interfund balances are expected to be repaid within one year.

Transfers are normally used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due, and (3) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

NOTE 6. Capital Assets

Governmental capital asset activity for the fiscal year ended June 30, 2025, was as follows:

	* Balance July 1, 2024	Additions or Transfers In	Deletions or Transfers Out	Balance June 30, 2025
Capital assets, not being depreciated				
Land	\$ 5,099,616	\$ -	\$ -	\$ 5,099,616
* Construction in progress	7,821,690	19,769,174	(1,531,623)	26,059,241
Total capital assets, not being depreciated	12,921,306	19,769,174	(1,531,623)	31,158,857
Capital assets, being depreciated				
Buildings	8,667,420	-	-	8,667,420
Improvements other than buildings	14,567,604	46,914	-	14,614,518
Machinery and equipment	2,456,122	306,293	(88,154)	2,674,261
* Infrastructure	50,592,673	3,106,845	-	53,699,518
Total capital assets, being depreciated	76,283,819	3,460,052	(88,154)	79,655,717
Less accumulated depreciation for:				
Buildings	(6,220,460)	(311,897)	-	(6,532,357)
Improvements other than buildings	(7,185,447)	(471,823)	-	(7,657,270)
Machinery and equipment	(1,785,505)	(119,832)	88,154	(1,817,183)
Infrastructure	(15,996,435)	(1,267,969)	-	(17,264,404)
Total accumulated depreciation	(31,187,847)	(2,171,521)	88,154	(33,271,214)
Governmental activities capital assets, net	\$ 58,017,278	\$ 21,057,705	\$ (1,531,623)	\$ 77,543,360

* Fiscal year 2024 balances have been restated due to the correction of errors.

Depreciation expense was charged to the functions of the City as follows:

Governmental Activities	
General government	\$ 451,271
Public works	1,513,782
Health	9,097
Judicial	7,397
Culture and recreation	189,974
Total depreciation expense	\$ 2,171,521

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

Business-type capital asset activity for the fiscal year ended June 30, 2025, was as follows:

	Balance July 1, 2024	Additions or Transfers In	Deletions or Transfers Out	Balance June 30, 2025
Capital assets, not being depreciated				
Land	\$ 1,191,609	\$ -	\$ -	\$ 1,191,609
Water rights	48,499,032	1,494,491	-	49,993,523
Construction in progress	9,713,512	5,980,915	(8,977,888)	6,716,539
Total capital assets, not being depreciated	59,404,153	7,475,406	(8,977,888)	57,901,671
Capital assets, being depreciated				
Intangible assets	1,681,631	-	-	1,681,631
Buildings	17,530	-	-	17,530
Improvements other than buildings	16,736,505	6,765,085	-	23,501,590
Machinery and equipment	3,436,764	228,146	(64,026)	3,600,884
Infrastructure	159,250,095	3,345,252	-	162,595,347
Total capital assets, being depreciated	181,122,525	10,338,483	(64,026)	191,396,982
Less accumulated depreciation for:				
Intangible assets	(1,662,590)	(5,371)	-	(1,667,961)
Buildings	(17,530)	-	-	(17,530)
Improvements other than buildings	(7,093,213)	(534,813)	-	(7,628,026)
Machinery and equipment	(2,677,891)	(145,631)	64,026	(2,759,496)
Infrastructure	(68,389,222)	(4,187,915)	-	(72,577,137)
Total accumulated depreciation	(79,840,446)	(4,873,730)	64,026	(84,650,150)
Business-type activities capital assets, net	\$ <u>160,686,232</u>	\$ <u>12,940,159</u>	\$ <u>(8,977,888)</u>	\$ <u>164,648,503</u>

Depreciation expense was charged to the functions of the City as follows:

Water	\$ 3,450,047
Waste Water	<u>1,423,684</u>
Total depreciation expense	<u>\$ 4,873,731</u>

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

NOTE 7. Long-Term Liabilities

Outstanding debt obligations at June 30, 2025, were as follows:

	<u>Issue Date</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Authorized and Issued</u>	<u>Balance June 30, 2025</u>
Business-type Activities					
Water Fund					
Direct placements					
2020 Refunding	5/27/2020	1.03%	2/1/2026	\$ 11,066,532	\$ 2,606,112
General obligation					
2016 Refunding	11/3/2016	2.00-3.00%	2/1/2037	9,085,000	8,970,000
2017 Refunding	1/26/2017	3.00-3.75%	2/1/2037	4,425,000	3,325,000
2024 Refunding	11/9/2024	2.86%	2/1/2038	25,210,000	25,210,000
Total general obligation				38,720,000	37,505,000
Waste Water Fund					
Direct placements					
2015A Refunding	8/5/2015	2.35%	2/1/2038	5,807,691	4,453,271
2020 Refunding	5/27/2020	1.03%	2/1/2026	1,239,468	291,888
Total direct placements				7,047,159	4,745,159
General obligation					
2017 Series	1/11/2017	3.00%	1/1/2037	1,416,266	1,009,024
Total long term debt				\$ 58,249,957	\$ 45,865,295

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CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

The following is a summary of changes in long-term liabilities for the fiscal year ended June 30, 2025:

	Balance July 1, 2024	Additions	Deletions	Balance June 30, 2025	Due in 2025-2026
Governmental Activities					
Compensated absences	\$ 435,012	\$ 339,254	\$ (252,728)	\$ 521,538	\$ 260,769
Net pension liability	6,592,784	-	(410,093)	6,182,691	-
Total OPEB liability	137,604	-	(29,320)	108,284	-
Total governmental activities	7,165,400	339,254	(692,141)	6,812,513	260,769
Business-type Activities					
Water Fund					
Direct placements					
2020 Refunding	5,168,159	-	(2,562,047)	2,606,112	2,606,112
General obligation					
2015B Refunding	28,390,000	-	(28,390,000)	-	-
2016 Refunding	8,970,000	-	-	8,970,000	-
2017 Refunding	3,325,000	-	-	3,325,000	-
2024 Refunding	-	25,210,000	-	25,210,000	-
Total general obligation	40,685,000	25,210,000	(28,390,000)	37,505,000	-
Waste Water Fund					
Direct placements					
2015A Refunding	4,491,592	-	(38,321)	4,453,271	39,227
2020 Refunding	578,841	-	(286,953)	291,888	291,888
Total direct placements	5,070,433	-	(325,274)	4,745,159	331,115
General obligation					
2017 Series	1,080,643	-	(71,619)	1,009,024	73,370
Unamortized bond premium	1,863,032	3,244,333	(1,763,310)	3,344,055	251,313
Compensated absences	323,372	246,620	(218,276)	351,716	175,858
Net pension liability	4,983,659	-	(242,870)	4,740,789	-
Total OPEB liability	134,839	-	(43,555)	91,284	-
Total business-type activities	59,309,137	28,700,953	(33,616,951)	54,393,139	3,437,768
Total long term debt	\$ 66,474,537	\$ 29,040,207	\$ (34,309,092)	\$ 61,205,652	\$ 3,698,537

The compensated absence liability is paid from the fund responsible for the employees' compensation with significant liabilities payable from the general fund. The net pension liability and the total OPEB obligations are liquidated by the general fund. The City has no unused lines of credit as of June 30, 2025.

The direct placement 2015A refunding bonds in the sewer fund with an outstanding balance at June 30, 2025 of \$4,453,271 contains a provision in the event of default, a penalty in the amount of one-tenth of one percent of the defaulted payment will be due for each day of nonpayment beyond the grace period.

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

The direct placement 2020 refunding bonds in the water and sewer fund for \$2,606,112 and \$291,888 respectively, contains a provision in the event of default the bond requirements shall be paid out of the expense account or out of the general fund of the City or out of the General Taxes until such time as the event of default is cured.

The purposes of individual bond issues are as follows:

- 2015A Refunding Bond Issue: Refund a portion of the 2007 and 2008 Bond Issues
- 2016 Refunding Bond Issue: Refund a portion of the 2007 Bond Issue.
- 2017 Refunding Bond Issue: Refund a portion of the 2007 and 2008 Bond Issues.
- 2020 Refunding Bond Issue: Refund a portion of the 2014 Bond Issues.
- 2024 Refunding Bond Issue: Refund a portion of the 2015B Bond Issues.

Estimated debt service requirements for bonds payable are as follows:

Year Ending June 30	Buisness-Type Activities			
	Direct Placements		General Obligation	
	Principal	Interest	Principal	Interest
2026	\$ 2,937,227	\$ 134,272	\$ 73,370	\$ 1,660,951
2027	346,946	101,704	2,640,164	1,659,158
2028	356,518	93,494	2,787,001	1,529,070
2029	365,636	85,063	2,933,884	1,391,687
2030	373,154	76,427	3,070,812	1,247,009
2031-2035	2,006,737	245,161	17,554,680	3,963,463
2036-2038	965,053	31,883	9,454,113	669,654
Total	\$ 7,351,271	\$ 768,004	\$ 38,514,024	\$ 12,120,993

Year Ending June 30	Total	
	Principal	Interest
2026	\$ 3,010,597	\$ 1,795,223
2027	2,987,110	1,760,861
2028	3,143,519	1,622,564
2029	3,299,520	1,476,751
2030	3,443,966	1,323,436
2031-2035	19,561,417	4,208,625
2036-2038	10,419,166	701,537
Total	\$ 45,865,295	\$ 12,888,997

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

NOTE 8. Postemployment Retirement Health Insurance Benefit

Plan Descriptions

The City administers a single-employer defined benefit healthcare plan, City of Fernley Employee Health Benefits Plan (COFEHBP). Additionally, the City contributes to an agent multiple-employer defined benefit postemployment healthcare plan, Nevada Public Employees' Benefits Plan (NPEBP). Each plan provides medical, vision, dental, and life insurance benefits to eligible retired City employees and beneficiaries.

Benefit provisions for the COFEHBP are established pursuant to NRS 287.023 and amended through negotiations between the City and the respective associations. Benefit provisions for the NPEBP are administered by the State of Nevada. NRS 287.043 assigns the authority to establish and amend benefit provisions to the NPEBP eleven-member board of trustees.

Per NRS 287.023, through November 29, 2008, City employees who met the eligibility requirements for retirement within the Nevada Public Employee Retirement System had the option to enroll in coverage under the NPEBP. However, after November 29, 2008, new retirees no longer have the option of joining the NPEBP, yet still have the option to participate in the COFEHBP.

Neither plan has assets accumulated in a qualifying trust that meet the criteria in GASB 75 (paragraph 4) to pay related benefits. Therefore, the City reports a *total OPEB liability*, as the plan fiduciary net position is zero at the beginning and end of the fiscal year.

Combined Balances for OPEB Plans

The combined balances for both the COFEHBP and NPEBP OPEB plans as of and for the year ended June 30, 2024 are as follows:

	<u>COFEHBP</u>		<u>NPEBP</u>		<u>Combined</u>
Total OPEB liability	\$ 126,731	\$	72,835	\$	199,566
Deferred outflows	148,581		6,662		155,243
Deferred inflows	588,157		-		588,157
OPEB expense	(47,210)		1,383		(45,827)

Benefits Provided

COFEHBP

Employees who retire from the City are eligible to continue their coverage under the health plans and life insurance plan offered by the City to its active employees. The plan provides healthcare insurance for eligible retirees and their beneficiaries through the City's group health insurance plan, which covers both active and retired members. Under NRS 287.023, eligible retirees are able to participate in the plan with blended rates, thereby benefitting from an implicit subsidy. Retirees are required to pay 100% of their premiums under the plan. The COFEHBP does not issue a publicly available financial report.

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

The only conditions to be eligible for coverage as a retiree are:

- The employee must have qualified for and started his or her retirement benefits from Nevada PERS
- The employee was eligible for benefits while employed by the City
- The City is the employee's last Nevada public agency employer

City contributions to the plan occur as benefits are paid to or on behalf of retirees. Benefit payments may occur in the form of direct payments for premiums and taxes (explicit subsidies) and/or indirect payments to retirees in the form of higher premiums for active employees (implicit subsidies). The implicit subsidy contribution does not represent cash payments to retirees, but reclassification of what was initially paid as an active healthcare expense to be recognized instead as a retiree healthcare expense. Implicit contributions reported by the City were \$0 for the year ended June 30, 2025 (measurement date June 30, 2024).

The premium rates applicable to retirees not yet eligible for Medicare are the same as those for active employees. Reduced premiums apply to those retirees covered by Medicare.

The monthly medical premium rates in effect for the City beginning July 1, 2024 were:

Coverage Level	Base PPO		Buy Up PPO	
	Actives & PreMedicare Retirees	Medicare Retirees	Actives & PreMedicare Retirees	Medicare Retirees
Employee Only	\$ 656.28	\$ 443.86	\$ 694.28	\$ 469.56
Employee & Spouse	1,559.32	1,054.61	1,649.60	1,115.68
Employee & Children	1,526.51	1,032.43	1,614.88	1,092.19
Employee & Family	1,817.90	1,291.00	1,923.16	1,365.75

The face amount of life insurance for retirees is \$20,000 until age 65, when it decreases to \$13,000; the insurance amount decreases again to \$10,000 at age 70. Premiums for retiree life insurance coverage are currently at the rate of \$0.173 per month per \$1,000 of coverage. A retiree may elect to cover his or her spouse with \$2,000 in life insurance for a premium of \$0.67 per month. Neither the insurance amount nor the premium decrease with age.

NPEBP

In the NPEBP program, the only benefit payments occur in the form of direct payments to NPEBP on behalf of currently covered retirees. NRS 287.046 establishes the subsidies to be contributed toward the premium costs of the eligible retired City employees. The contribution requirements of plan members and the City may be amended by the NPEBP board. Contributions to the Plan from the City were \$6,662 for the year ended June 30, 2025 (measurement date June 30, 2024).

At July 1, 2024 membership consisted of the following:

	COFEHBP	NPEBP
Active employees	73	-
Retirees	-	5

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

Plan Financial Reports

The NPEBP financial report may be obtained by writing to Public Employee's Benefits Program, 901 S. Stewart Street, Suite 1001, Carson City, NV 89701, or by calling (775) 684-7000, or by accessing the website at <https://pebp.state.nv.us/>. COFEHBP does not issue a separate financial report.

Total OPEB Liability

At June 30, 2025, the City reported a total OPEB liability of \$126,731 for COFEHBP and \$72,835 for NPEBP. The total liability was measured as of June 30, 2024 and the total liability was determined by an actuarial valuation as of June 30, 2024. The total OPEB liability as of June 30, 2025 reflects a change in the use of discount rates of 4.13% as of June 30, 2023 and 3.93% as of June 30, 2024 (2025). There were no other significant changes of actuarial assumptions. The projections are based on established patterns of practice.

OPEB Liability Discount Rate Sensitivity

The following table presents the total OPEB liability calculated using the discount rate of 3.93%, as well as what the total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

	1% Decrease (2.93%)	Discount Rate (3.93%)	1% Increase (4.93%)
Total OPEB liability - COFEHBP	\$ 140,779	\$ 126,731	\$ 113,997
Total OPEB liability - NPEBP	80,212	72,835	66,588

OPEB Liability Healthcare Cost Trend Rates Sensitivity

The following table presents the total OPEB liability calculated using current healthcare cost trend rates, as well as what the total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than current healthcare cost trend rates:

	1% Decrease (6.5 % decreasing to 5.5%)	Healthcare Trend Rate (6.5%)	1% Increase (6.5% increasing to 7.5%)
Total OPEB liability - COFEHBP	\$ 107,619	\$ 126,731	\$ 150,142
Total OPEB liability - NPEBP	66,885	72,835	79,712

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

Actuarial Assumptions

The total OPEB liability was determined using the following actuarial assumptions, applied to all periods included in the measurement:

COFEHBP

Inflation rate	2.50%
Salary increases	3.00%
Discount rate	4.13% as of June 30, 2023 and 3.93% as of June 30, 2024
Funding method	Entry age normal cost, closed group, level percent of pay
Healthcare trend	Medical premium increase: 6.5% for 7/1/24 fluctuating down to 3.9% by 2075

NPEBP

Inflation rate	2.50%
Salary increases	N/A – no active employee in this plan
Discount rate	4.13% as of June 30, 2023 and 3.93% as of June 30, 2024
Funding method	Entry age normal cost, closed group, level percent of pay
Healthcare cost trend rates	Pre-Medicare subsidy increase: 6.50% for 7/1/24 fluctuating down to 3.9% by 2075

Medicare subsidy increase: 4.50% for 7/1/24 and later

The demographic actuarial assumptions used in this valuation are based on the most recently published report of the Nevada Public Employees Retirement System, issued September 2021. Mortality rates for regular members and contingent beneficiaries were based on Pub-210 General Healthy Retiree Amount-Weighted Above-Median Mortality Table with rates increase by 30% for males and 15% for females.

These rates were then adjusted to anticipate future mortality improvement by applying MacLeod Watts Scale 2022 applied generationally from 2010 forward (i.e. mortality is projected to improve each year until the payments anticipated in any future year occur).

The discount rate used to measure the total OPEB liability was 4.13% as of June 30, 2023 and 3.93% on June 30, 2024. The City funds the OPEB liability on a pay-as-you-go basis. The discount rate used in the valuations is based on the S&P General Obligation Municipal Bond 20 Year High Grade Index.

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

Changes to the Total OPEB Liability

	COFEHBP	NPEBP	Total
Balance at June 30, 2024	\$ 194,101	\$ 78,340	\$ 272,441
Changes for the year			
Service Cost	24,286	-	24,286
Interest Cost	9,020	3,093	12,113
Employer Contributions	-	-	-
Differences between expected and actual experience	-	-	-
Assumption changes	3,459	1,332	4,791
Plan experience	(104,135)	(3,042)	(107,177)
Benefit payments	-	(6,888)	(6,888)
Net changes	(67,370)	(5,505)	(72,875)
Balance at June 30, 2025	\$ 126,731	\$ 72,835	\$ 199,566

OPEB Expense

For the year ended June 30, 2025, the City recognized OPEB expense of \$1,383.

Deferred Outflows and Inflows of Resources Related to OPEB

At June 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
COFEHBP		
Changes of assumptions	\$ 17,595	\$ 400,504
Differences between expected and actual experience	130,986	187,653
NPEBP		
Changes of assumptions	-	-
Differences between expected and actual experience	-	-
Contributions subsequent to the measurement date	6,662	-
Total	\$ 155,243	\$ 588,157

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

The amount reported as deferred outflows of resources from City contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the subsequent fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending June 30,	COFEHBP	NPEBP
2026	\$ (80,516)	-
2027	(80,516)	-
2028	(80,516)	-
2029	(56,184)	-
2030	(27,842)	-
Thereafter	(114,002)	-

NOTE 9. Defined Benefit Pension Plan

Plan Description

The City contributes to the Public Employees' Retirement System of the State of Nevada (PERS) for pension coverage of its employees. PERS administers a cost-sharing, multiple-employer, defined benefit pension plan, which includes both Regular and Police/Fire members. The System was established by the Nevada Legislature in 1947, effective July 1, 1948. The System is administered to provide a reasonable base income to qualified employees who have been employed by a public employer and whose earning capacities have been removed or substantially impaired by age or disability.

Benefits Provided

Benefits, as required by the NRS, are determined by the number of years of accredited service at time of retirement and the member's highest average compensation in any 36 consecutive months with special provisions for members entering the System on or after January 1, 2010, and July 1, 2015. Benefit payments to which participants or their beneficiaries may be entitled under the plan include pension benefits, disability benefits, and survivor benefits.

Monthly benefit allowances for members are computed as 2.50% of average compensation for each accredited year of service prior to July 1, 2001. For service earned on and after July 1, 2001, this factor is 2.67% of average compensation. For members entering the System on or after January 1, 2010, there is a 2.50% service time factor and for regular members entering the System on or after July 1, 2015, there is a 2.25% factor. The System offers several alternatives to the unmodified service retirement allowance which, in general, allow the retired employee to accept a reduced service retirement allowance payable monthly during his or her lifetime and various optional monthly payments to a named beneficiary after his or her death.

Post-retirement increases are provided by authority of NRS 286.575 - .579.

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

Vesting

Regular members entering the System prior to January 1, 2010, are eligible for retirement at age 65 with 5 years of service, at age 60 with 10 years of service, or at any age with 30 years of service. Regular members entering the System on or after January 1, 2010, are eligible for retirement at age 65 with 5 years of service, or age 62 with 10 years of service, or any age with 30 years of service. Regular members who entered the System on or after July 1, 2015, are eligible for retirement at age 65 with 5 years of service, or at age 62 with 10 years of service, or at age 55 with 30 years of service, or any age with 33 1/3 years of service.

Police/Fire members entering the System prior to January 1, 2010, are eligible for retirement at age 65 with 5 years of service, at age 55 with 10 years of service, at age 50 with 20 years of service, or at any age with 25 years of service. Police/Fire members entering the System on or after January 1, 2010, are eligible for retirement at 65 with 5 years of service, or age 60 with 10 years of service, or age 50 with 20 years of service, or at any age with 30 years of service. Only service performed in a position as a police officer or firefighter may be counted towards eligibility for retirement as Police/Fire accredited service.

The normal ceiling limitation on monthly benefit allowances is 75% of average compensation. However, a member who has an effective date of membership before July 1, 1985, is entitled to a benefit of up to 90% of average compensation. Both Regular and Police/Fire members become fully vested as to benefits upon completion of five years of service.

Contributions

The authority for establishing and amending the obligation to make contributions and member contribution rates is set by statute. New hires, in agencies which did not elect the Employer-Pay Contribution (EPC) plan prior to July 1, 1983, have the option of selecting one of two contribution plans. In one plan, contributions are shared equally by employer and employee. In the other plan, employees can take a reduced salary and have contributions made by the employer (EPC).

The System's basic funding policy provides for periodic contributions at a level pattern of cost as a percentage of salary throughout an employee's working lifetime in order to accumulate sufficient assets to pay benefits when due.

The System receives an actuarial valuation on an annual basis indicating the contribution rates required to fund the System on an actuarial reserve basis. Contributions made are in accordance with the required rates established by the Nevada Legislature. These statutory rates are increased/decreased pursuant to NRS 286.421 and 286.450.

The actuarial funding method used is the Entry Age Normal Cost Method. It is intended to meet the funding objective and results in a relatively level long-term contribution requirement as a percentage of salary.

For the fiscal years ended June 30, 2024 and June 30, 2025 the statutory employer/employee matching rate was 17.50%, for regular employees and 25.75% for police/fire. The employer-pay contribution (EPC) rate was 33.50% for regular employees and 50.00% for police/fire.

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

The City's contributions for the current and two preceding fiscal years, all of which were equal to the required contributions, were as follows:

Year Ended June 30,	Contributions
2023	\$ 734,210
2024	869,406
2025	1,071,717

Investment Policy

The PERS policies which determine the investment portfolio target asset allocation are established by the Board. The asset allocation is reviewed annually and is designed to meet the future risk and return needs of the System.

The following was the Board adopted policy target asset allocation as of June 30, 2024:

Asset Class	Target Allocation	Long-term Geometric Expected Real Rate of Return
U.S. stocks	34%	5.50%
Internation stocks	14%	5.50%
U.S. bonds	28%	2.25%
Private markets	12%	6.65%
Short-term investments	12%	0.50%

*As of June 30, 2024, PERS' long-term inflation assumption was 2.50%.

Net Pension Liability

At June 30, 2025, the City reported a liability of \$10,923,481 for its proportionate share of the PERS net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The employer allocation percentage of the net pension liability was based on the total contributions due on wages paid during the measurement period. Each employer's proportion of the net pension liability is based on their combined employer and member contributions relative to the total combined employer and member contributions for all employers for the period ended June 30, 2024. The City's proportion measured as of June 30, 2025, was 0.06046 percent, which was an increase of 0.00296 percent from its proportion measured as of June 30, 2024.

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

Pension Liability Discount Rate Sensitivity

The following presents the net pension liability of the PERS as of June 30, 2024, calculated using the discount rate of 7.25%, as well as what the PERS net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

	1% Decrease (6.25%)	Discount Rate (7.25%)	1% Increase (8.25%)
Net pension liability	\$ 17,566,280	\$ 10,923,481	\$ 5,443,100

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the PERS Annual Comprehensive Financial Report, available on the PERS website www.nvpers.org.

Actuarial Assumptions

The City's net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The total pension liability was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation rate	2.50%
Investment rate of return	7.25%
Productivity pay increase	0.50%
Projected salary increases	Regular: 4.20% to 9.10%, depending on service Police/Fire: 4.60% to 14.50%, depending on service Rates include inflation and productivity increases
Other assumptions	Same as those used in the June 30, 2024, funding actuarial valuation

Actuarial assumptions used in the June 30, 2024 valuation were based on the results of the experience study for the period July 1, 2016 through June 30, 2020.

The discount rate used to measure the total pension liability was 7.25% as of June 30, 2024. The projection of cash flows used to determine the discount rate assumed plan contributions will be made in amounts consistent with statutory provisions and recognizing the plan's current funding policy and cost-sharing mechanism between employers and members. For this purpose, all contributions that are intended to fund benefits for all plan members and their beneficiaries are included, except that projected contributions that are intended to fund the service costs for future plan members and their beneficiaries are not included.

Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments for current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability as of June 30, 2024.

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

Pension Expense and Deferred Outflows and Inflows of Resources Related to Pensions

For the fiscal year ended June 30, 2025, the City recognized pension expense for PERS of \$1,071,717 due to plan performance and the classification and timing of recognition on contributions made during the year.

At June 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 2,317,378	\$ -
Changes of assumptions	704,852	-
Net difference between projected and actual earnings on pension plan investments	-	1,076,103
Changes in proportion and differences between employer contributions and proportionate share of contributions	550,278	349,584
Contributions subsequent to the measurement date	<u>1,071,717</u>	<u>-</u>
Total	\$ <u><u>4,644,225</u></u>	\$ <u><u>1,425,687</u></u>

The \$1,071,717 reported as deferred outflows of resources related to PERS pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources, excluding the changes in proportion and differences between actual contributions and proportionate share of contributions, will be recognized in pension expense as follows:

<u>Year Ending June 30,</u>	<u>Deferred Outflows</u>
2026	285,322
2027	1,382,169
2028	103,307
2029	(1,531)
2030	176,859
Thereafter	-

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

NOTE 10. Risk Management

The City, like any governmental entity, is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries of employees; and natural disasters.

The City has joined together with similar public agencies (cities, counties and special districts) throughout the State of Nevada to create a pool under the Nevada Interlocal Cooperation Act. The Nevada Public Agency Insurance Pool (Pool) is a public entity risk pool currently operating as a common risk management and insurance program for its members.

The City pays an annual premium and specific deductibles, as necessary, to the Pool for its general insurance coverage. The Pool is considered a self-sustaining risk pool that will provide coverage for its members for up to \$10,000,000 per event and a \$13,000,000 general aggregate per member.

The City has also joined together with similar public agencies, under the Nevada Interlocal Cooperation Act, to create an intergovernmental self-insured association for workers compensation insurance, the Public Agency Compensation Trust (PACT).

The City pays premiums based on payroll costs to the PACT. The PACT is considered a self-sustaining pool that will provide coverage based on established statutory limits.

The City continues to carry commercial insurance for other risks of loss, including specific risks of loss not covered by the Pool, including bonding and employee health and accident insurance. Settled claims resulting from these risks have not exceeded commercial coverage for the past three years.

NOTE 11. Commitments and Contingencies

The City is involved with several significant construction contracts that will continue from fiscal year 2025 through subsequent fiscal years. Details of the projects are available in the City's budget. The most significant contracts are listed as follows:

Project Description	Estimated Cost	Construction in Progress
Community Response and Resource Center	\$ 22,400,000	\$ 19,198,879
Shadow Lane reconstruction	5,555,000	4,583,249
Shadow Lane water main	1,815,000	443,303
Shadow Lane sewer main	1,000,000	985,422
Surface water conveyance and treatment	7,100,000	4,356,588

The City is involved in various matters of litigation. Although the outcome of the litigation is not presently determinable, it is the opinion of City officials that none of the cases will have a materially adverse effect on the City's financial condition.

CITY OF FERNLEY, NEVADA
Notes to the Financial Statements
June 30, 2025

NOTE 12. Tax Abatements

The State of Nevada has entered into various tax abatement agreements that reduce the tax revenues of the City. Partial abatement of sales and use taxes imposed on eligible machinery or equipment used by certain new or expanded businesses under NRS 374-357 have resulted in tax abatements of consolidated taxes for the City for the year ended June 30, 2025 in the amount of \$16,995.

NOTE 13. Refunding Bond Issuance

On November 9, 2024, the City issued \$25,210,000 of General Obligation (Limited Tax) Water Refunding bonds (additionally secured by pledged revenues) Series 2024 to refinance the City's General Obligation (Limited Tax) Water Bonds Series 2015B. \$28,390,000 of the Series 2015B Bond was refunded. As a result, the refunded portion of the bonds are considered to be defeased.

NOTE 14. Correction of Errors

During fiscal year 2025, the City of Fernley determined that errors were reported in the government-wide financial statements pertaining to capital assets in fiscal year 2024. It was discovered that Construction in Progress (CIP) was overstated by \$4,554,924, Infrastructure was understated by \$649,569, and Accumulated Depreciation was understated by \$6,745. This error was the result of not capitalizing all costs associated with the Cottonwood Ln project and not removing the accumulated costs from CIP. The effect on the government-wide financial statement was an overstatement of net position of \$3,912,100. The cumulative effects of correcting these errors are shown in the table below:

	June 30, 2024 As Previously Reported	Error Correction	June 30, 2024 As Restated
Government Wide			
Governmental Activities	\$ 75,666,146	\$ (3,912,100)	\$ 71,754,046

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Required Supplementary Information

- Schedule of the City's Proportionate Share of the Net Pension Liability
- Schedule of Changes in the Net Other Postemployment Benefits Liability and Related Ratios
- Schedule of City Contributions for Pension and Other Postemployment Benefits
- Notes to Required Supplementary Information



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CITY OF FERNLEY, NEVADA
Schedule of the Proportionate Share of the Net Pension Liability
June 30, 2025

PUBLIC EMPLOYEES' RETIREMENT SYSTEM OF NEVADA

	Reporting Fiscal Year (Measurement Date)									
	2025 (2024)	2024 (2023)	2023 (2022)	2022 (2021)	2021 (2020)	2020 (2019)	2019 (2018)	2018 (2017)	2017 (2016)	2016 (2015)
Proportion of the net pension liability	0.06046%	0.06342%	0.06071%	0.05935%	0.05663%	0.05236%	0.05233%	0.05349%	0.05457%	0.05058%
Proportionate share of the net pension liability	\$ 10,923,481	\$ 11,576,441	\$ 10,960,298	\$ 5,412,683	\$ 7,887,995	\$ 7,139,247	\$ 7,136,642	\$ 7,113,745	\$ 7,343,649	\$ 5,796,699
Covered payroll	\$ 5,046,988	\$ 4,781,673	\$ 4,445,283	\$ 4,156,008	\$ 3,959,512	\$ 3,532,948	\$ 3,413,209	\$ 3,377,388	\$ 3,272,180	\$ 2,993,735
Proportionate share of the net pension liability as a percentage of Covered payroll	216.44%	242.10%	246.56%	130.24%	199.22%	202.08%	209.09%	210.63%	224.43%	193.63%
Plan fiduciary net position as a percentage of the total pension liability	78.1%	76.2%	75.1%	86.5%	77.0%	76.5%	75.2%	74.5%	72.2%	75.1%

CITY OF FERNLEY, NEVADA
Schedule of Changes in the Net OPEB Liability and Related Ratios
June 30, 2025

CITY OF FERNLEY EMPLOYEE HEALTH BENEFITS PLAN

	COFEBP					
	Reporting Fiscal Year (Measurement Date)					
	2025 (2024)	2024 (2023)	2023 (2022)	2022 (2021)	2021 (2020)	2020 (2019)
	2019 (2018)	2018 (2017)				
Total OPEB liability						
Service cost	\$ 24,286	\$ 23,733	\$ 31,961	\$ 28,770	\$ 35,948	\$ 33,774
Interest cost	9,020	7,654	6,384	6,481	7,662	6,785
Changes of benefit terms	-	-	-	-	-	-
Difference between expected and actual experience	(104,135)	-	(63,106)	-	(77,838)	-
Assumption changes	3,459	(709)	(72,695)	10,736	10,451	4,188
Benefit payments	-	-	-	-	-	(12,243)
Plan experience	-	-	-	-	-	-
Net change in total OPEB liability	(67,370)	30,678	(97,456)	45,987	(23,777)	44,747
Total OPEB liability - beginning	194,101	163,423	260,879	214,892	238,669	193,922
Total OPEB liability - ending (a)	\$ 126,731	\$ 194,101	\$ 163,423	\$ 260,879	\$ 214,892	\$ 238,669
Plan fiduciary net position - beginning	-	-	-	-	-	-
Plan fiduciary net position - ending (b)	-	-	-	-	-	-
Net OPEB liability - ending (a) - (b)	126,731	194,101	163,423	260,879	214,892	238,669
Plan fiduciary net position as a percentage of the total OPEB liability	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Covered employee payroll	\$ 5,358,313	5,221,506	4,514,073	4,266,942	4,075,394	3,875,297
Net OPEB liability as a percentage of covered employee payroll	2.37%	3.72%	3.62%	6.11%	5.27%	6.16%
						24.98%

Note: GASB 75 requires ten years of information to be presented in the above tables. However, until ten years of data is available, the City will present information only for those years for which information is available. Additional information will be displayed as it becomes available.

CITY OF FERNLEY, NEVADA
Schedule of Changes in the Net OPEB Liability and Related Ratios
June 30, 2025

NEVADA PUBLIC EMPLOYEES' BENEFITS PLAN

	PEBP Reporting Fiscal Year (Measurement Date)						
	2025 (2024)	2024 (2023)	2023 (2022)	2022 (2021)	2021 (2020)	2020 (2019)	2018 (2017)
Total OPEB liability	-	-	-	-	-	-	-
Service cost	3,093	3,226	1,936	2,327	3,360	3,575	2,362
Interest cost	-	-	-	-	-	-	-
Changes of benefit terms	-	-	-	-	-	-	-
Difference between expected and actual experience	(3,042)	-	18,290	-	(31,854)	-	-
Assumption changes	1,332	(295)	(23,539)	4,981	1,760	2,579	6,642
Benefit payments	(6,888)	(6,957)	(6,213)	(5,764)	(6,712)	(4,683)	(3,912)
Plan experience	-	-	-	-	-	-	-
Net change in total OPEB liability	(5,505)	(4,026)	(9,526)	1,544	(33,446)	1,471	(7,126)
Total OPEB liability - beginning	78,340	82,366	91,892	90,348	123,794	122,323	83,989
Total OPEB liability - ending (a)	72,835	78,340	82,366	91,892	90,348	122,323	83,989
Plan fiduciary net position - beginning	-	-	-	-	-	-	-
Plan fiduciary net position - ending (b)	-	-	-	-	-	-	-
Net OPEB liability - ending (a) - (b)	72,835	78,340	82,366	91,892	90,348	122,323	83,989
Plan fiduciary net position as a percentage of the total OPEB liability	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Covered employee payroll	-	-	-	-	-	-	-
Net OPEB liability as a percentage of covered employee payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Note: GASB 75 requires ten years of information to be presented in the above tables. However, until ten years of data is available, the City will present information only for those years for which information is available. Additional information will be displayed as it becomes available.

CITY OF FERNLEY, NEVADA
Schedule of Contributions
June 30, 2025

Schedule of Retirement Contributions
PUBLIC EMPLOYEES' RETIREMENT SYSTEM OF NEVADA

	Reporting Fiscal Year									
	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Contractually required contribution	\$ 1,071,717	\$ 869,406	\$ 734,210	\$ 667,753	\$ 621,239	\$ 590,184	\$ 504,013	\$ 485,466	\$ 480,099	\$ 462,679
Contributions in relation to the contractually required contributions	(1,071,717)	(869,406)	(734,210)	(667,753)	(621,239)	(590,184)	(504,013)	(485,466)	(480,099)	(462,679)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll	\$ 6,184,371	\$ 5,046,988	\$ 4,781,673	\$ 4,445,283	\$ 4,156,008	\$ 3,959,512	\$ 3,532,948	\$ 3,413,209	\$ 3,377,388	\$ 3,272,180
Contributions as a percentage of covered payroll	17.33%	17.23%	15.35%	15.02%	14.95%	14.91%	14.27%	14.22%	14.22%	14.14%

CITY OF FERNLEY, NEVADA
Schedule of Contributions
June 30, 2025

Schedule of OPEB Contributions
CITY OF FERNLEY EMPLOYEE HEALTH BENEFITS PLAN

	Reporting Fiscal Year					
	2025	2024	2023	2022	2021	2018
Contractually required contribution Contributions in relation to the contractually required contributions	\$ -	- \$	- \$	- \$	- \$	\$ 16,761
Contribution deficiency (excess)	-	-	-	-	-	(16,761)
Covered payroll	\$ 5,358,313	5,221,506 \$	4,514,073 \$	4,266,942 \$	4,075,394 \$	3,875,297 \$ 2,651,097
Contributions as a percentage of covered payroll	0.00%	0.00%	0.00%	0.00%	0.00%	0.00% 0.63%

NEVADA PUBLIC EMPLOYEES' BENEFITS PLAN

	PEBP Reporting Fiscal Year					
	2025	2024	2023	2022	2021	2018
Contractually required contribution Contributions in relation to the contractually required contributions	\$ -	- \$	- \$	- \$	- \$	\$ 5,964
Contribution deficiency (excess)	-	-	-	-	-	(5,964)
Covered payroll	\$ -	- \$	- \$	- \$	- \$	\$ -
Contributions as a percentage of covered payroll	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Note: GASB 75 requires ten years of information to be presented in the above tables. However, until ten years of data is available, the City will present information only for those years for which information is available. Additional information will be displayed as it becomes available.

CITY OF FERNLEY, NEVADA
Notes to Required Supplementary Information
June 30, 2025

NOTE 1. OPEB – Factors that Affect Trends

There are no factors (e.g. changes in benefit terms, the use of different assumptions, changes in investment policies) that significantly affect trends in the amounts reported in the required schedules.

NOTE 2. OPEB Plan Assets

There are no assets accumulated in a trust that meet the criteria in GASB 75 (paragraph 4) to pay related benefits.

Major Governmental Funds

- ♦ General Fund - The City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.
- ♦ The following funds are reported separately internally for the City, but are combined with the general fund for external financial reporting:
 - ♦ Residential Construction Tax Fund
 - ♦ Parks and Facilities Fund
 - ♦ Arts and Culture Fund
 - ♦ Computer Technology Fund
- ♦ Grants Special Revenue Fund - Used to account for federal and state grants that are restricted or committed for a specific use.
- ♦ Transient Lodging Tax Special Revenue Fund - Used to account for Transient Lodging Tax revenues used for economic development activities.



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CITY OF FERNLEY
General Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2025
(With comparative actual amounts for the year ended June 30, 2024)

	2025 BUDGET		2025		2024
			VARIANCE TO		
	ORIGINAL	FINAL	ACTUAL	FINAL BUDGET	ACTUAL
REVENUES					
Taxes					
Property tax	\$ 5,249,790	\$ 5,249,790	\$ 5,358,115	\$ 108,325	\$ 4,656,506
Residential construction tax	150,000	150,000	198,000	48,000	175,131
Marijuana sales tax	26,000	26,000	27,178	1,178	26,512
Total Taxes	5,425,790	5,425,790	5,583,293	157,503	4,858,148
Licenses, permits and fees					
Business licenses	900,000	900,000	862,607	(37,393)	830,107
Franchise fee	1,950,000	1,950,000	2,156,478	206,478	2,420,682
Liquor licenses	40,000	40,000	47,075	7,075	43,775
Gaming licenses	126,000	126,000	118,553	(7,447)	123,638
Building Permits	1,100,000	1,100,000	1,344,213	244,213	1,280,490
Planning and zoning fees	400,000	400,000	264,925	(135,075)	287,248
Public works and inspection fees	320,000	320,000	169,627	(150,373)	285,843
Other permits and fees	19,500	19,500	43,131	23,631	49,070
Total licenses, fees and permits	4,855,500	4,855,500	5,006,609	151,109	5,320,852
Intergovernmental					
Motor vehicle fuel tax	437,203	437,203	427,380	(9,823)	412,103
RTC shared revenue	7,475,000	7,475,000	4,214,625	(3,260,375)	702,973
State consolidated tax	237,181	237,181	239,942	2,761	268,972
Fernley park agreement	60,000	60,000	60,000	-	60,000
County roads contribution	180,000	180,000	180,000	-	180,000
Administration fee	2,500	2,500	3,136	636	2,784
Total intergovernmental	8,391,884	8,391,884	5,125,083	(3,266,801)	1,626,832
Fines and forfeitures					
Community service fee	1,500	1,500	6,316	4,816	3,667
Municipal court fines and fees	110,600	110,600	217,117	106,517	131,566
Total fines and forfeitures	112,100	112,100	223,433	111,333	135,233
Investment earnings					
Investment earnings (loss)	101,250	101,250	1,289,806	1,188,556	1,352,166
Total investment earnings	101,250	101,250	1,289,806	1,188,556	1,352,166
Other revenues					
Cemetery fees	4,000	4,000	6,250	2,250	500
Donations	2,000	2,000	107,480	105,480	1,951
Park facility rental fee	9,500	9,500	12,107	2,607	10,849
Contributed revenue	-	-	360,869	360,869	1,237
Miscellaneous	494,140	494,140	554,808	60,668	466,027
Total other revenues	509,640	509,640	1,041,514	531,874	480,563
Total revenues	19,396,164	19,396,164	18,269,738	(1,126,426)	13,773,793

(CONTINUED)

CITY OF FERNLEY
General Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2025
(With comparative actual amounts for the year ended June 30, 2024)

	2025 BUDGET		2025		2024
			VARIANCE TO		
	ORIGINAL	FINAL	ACTUAL	FINAL BUDGET	ACTUAL
EXPENDITURES					
General Government					
Mayor and city council					
Salaries and wages	\$ 83,735	\$ 85,735	\$ 84,946	\$ 789	\$ 72,712
Employee benefits	30,411	30,411	29,235	1,176	26,590
Services, supplies and other	71,771	71,771	68,310	3,461	52,422
Total mayor and city council	185,917	187,917	182,491	5,426	151,724
City management					
Salaries and wages	393,750	568,750	550,541	18,209	262,298
Employee benefits	136,173	136,173	123,323	12,850	86,738
Services, supplies and other	427,860	727,860	782,181	(54,321)	510,178
Total city management	957,783	1,432,783	1,456,045	(23,262)	859,214
City clerk					
Salaries and wages	235,655	235,655	231,196	4,459	182,935
Employee benefits	126,208	126,208	111,980	14,228	95,499
Services, supplies and other	58,800	58,800	43,065	15,735	53,193
Total city clerk	420,663	420,663	386,241	34,422	331,628
City treasurer					
Salaries and wages	144,408	149,408	145,746	3,662	92,743
Employee benefits	80,694	80,694	76,564	4,130	42,202
Services, supplies and other	119,400	119,400	103,744	15,656	125,237
Total city treasurer	344,502	349,502	326,054	23,448	260,182
City attorney					
Salaries and wages	362,144	362,144	363,253	(1,109)	277,823
Employee benefits	202,546	202,546	192,772	9,774	137,425
Services, supplies and other	159,000	159,000	117,808	41,192	152,964
Total city attorney	723,690	723,690	673,833	49,857	568,213
General services - facilities					
Salaries and wages	130,747	130,747	120,369	10,378	108,129
Employee benefits	55,216	55,216	50,417	4,799	46,344
Services, supplies and other	496,475	576,475	541,874	34,601	456,049
Capital Outlay	4,045,000	3,478,000	905,104	2,572,896	-
Total facilities	4,727,438	4,240,438	1,617,764	2,622,674	610,523
Information Technology					
Salaries and wages	60,416	65,416	60,878	4,538	52,649
Employee benefits	25,459	25,459	23,365	2,094	20,867
Services, supplies and other	305,920	305,920	302,703	3,217	185,120
Total information technology	391,795	396,795	386,946	9,849	258,636
Total General Government	7,751,788	7,751,788	5,029,374	2,722,414	3,040,119

(CONTINUED)

CITY OF FERNLEY
General Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2025
(With comparative actual amounts for the year ended June 30, 2024)

	2025 BUDGET		2025		2024
	ORIGINAL	FINAL	ACTUAL	VARIANCE TO FINAL BUDGET	ACTUAL
Public works					
Streets and storm drains					
Salaries and wages	\$ 502,699	\$ 502,699	\$ 474,330	\$ 28,369	\$ 382,691
Employee benefits	231,008	231,008	206,623	24,385	167,555
Services, supplies and other	1,406,750	1,217,750	403,607	814,143	1,908,430
Capital Outlay	7,676,000	7,845,000	4,761,494	3,083,506	2,224,076
Total streets and storm drains	9,816,457	9,796,457	5,846,054	3,950,403	4,682,752
Transportation					
Salaries and wages	76,093	76,093	74,325	1,768	94,448
Employee benefits	43,614	43,614	41,519	2,095	53,078
Services, supplies and other	82,000	102,000	101,945	55	34,730
Total transportation	201,707	221,707	217,789	3,918	182,256
Engineering					
Salaries and wages	436,885	361,885	362,188	(303)	422,971
Employee benefits	184,434	184,434	151,777	32,657	170,154
Services, supplies and other	271,500	346,500	336,699	9,801	234,672
Total engineering	892,819	892,819	850,664	42,155	827,797
Total public works	10,910,983	10,910,983	6,914,507	3,996,476	5,692,804
Judicial					
Municipal court					
Salaries and wages	366,621	366,621	336,062	30,559	262,743
Employee benefits	180,661	180,661	162,970	17,691	142,103
Services, supplies and other	109,000	109,000	91,693	17,307	111,735
Total judicial	656,282	656,282	590,725	65,557	516,580
Health					
Animal control					
Salaries and wages	121,766	125,766	125,530	236	71,967
Employee benefits	50,917	50,917	47,265	3,652	24,088
Services, supplies and other	35,500	31,500	30,241	1,259	27,474
Capital outlay	13,000	13,000	10,573	2,427	-
Total animal control	221,183	221,183	213,609	7,574	123,529
Vector control					
Salaries and wages	43,361	43,361	41,168	2,193	36,595
Employee benefits	21,077	21,077	19,719	1,358	18,855
Services, supplies and other	100,325	100,325	85,927	14,398	48,745
Total vector control	164,763	164,763	146,814	17,949	104,195
Cemetery					
Services, supplies and other	82,000	82,000	39,326	42,674	53,184
Total Health	467,946	467,946	399,749	68,197	280,908

(CONTINUED)

CITY OF FERNLEY
General Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2025
(With comparative actual amounts for the year ended June 30, 2024)

	2025 BUDGET		2025		2024
			VARIANCE TO		
	ORIGINAL	FINAL	ACTUAL	FINAL BUDGET	ACTUAL
Culture and recreation					
General services - parks					
Salaries and wages	\$ 312,416	\$ 312,416	\$ 298,444	\$ 13,972	\$ 238,488
Employee benefits	140,179	140,179	128,804	11,375	109,564
Services, supplies and other	614,250	614,250	522,957	91,293	435,593
Capital Outlay	346,000	346,000	453,594	(107,594)	262,976
Total culture and recreation	1,412,845	1,412,845	1,403,799	9,046	1,046,620
Community development					
Building and safety					
Salaries and wages	360,868	365,868	364,159	1,709	282,950
Employee benefits	160,777	160,777	159,904	873	117,054
Services, supplies and other	83,800	78,800	56,436	22,364	52,474
Total building and safety	605,445	605,445	580,499	24,946	452,478
Planning					
Salaries and wages	321,721	321,721	283,014	38,707	217,868
Employee benefits	161,432	161,432	126,809	34,623	117,917
Services, supplies and other	473,250	473,250	272,365	200,885	209,129
Total planning	956,403	956,403	682,188	274,215	544,914
Total community development	1,561,848	1,561,848	1,262,687	299,161	997,392
Total expenditures	22,761,692	22,761,692	15,600,841	7,160,851	11,574,423
Excess of revenues over (under) expenditures	(3,365,528)	(3,365,528)	2,668,897	6,034,425	2,199,370
OTHER FINANCING SOURCES AND USES					
Contingency	(634,472)	(634,472)	-	(634,472)	-
Sale of capital assets	-	-	19,974	19,974	8,721
Total other financing sources and uses	(634,472)	(634,472)	19,974	(614,498)	8,721
Net change in fund balance	(4,000,000)	(4,000,000)	2,688,871	6,688,871	2,208,091
FUND BALANCE, July 1	15,316,351	14,947,917	14,947,917	-	12,739,826
FUND BALANCE, June 30	\$ 11,316,351	\$ 10,947,917	\$ 17,636,788	\$ 6,688,871	\$ 14,947,917

CITY OF FERNLEY
Grants Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2025
(With comparative actual amounts for the year ended June 30, 2024)

	2025 BUDGET		2025		2024
	ORIGINAL	FINAL	ACTUAL	VARIANCE TO FINAL BUDGET	ACTUAL
REVENUES					
Intergovernmental					
Grant revenue	\$ 14,627,222	\$ 11,074,657	\$ 11,067,980	\$ 6,677	\$ 3,989,976
EXPENDITURES					
Current					
General government	-	-	-	-	3,989,976
Culture and Recreation	-	71,354	71,354	-	-
Community development	-	158,599	151,932	6,667	-
Total current	-	229,953	223,286	6,667	3,989,976
Capital outlay	14,232,222	10,844,704	10,844,704	-	-
Total expenditures	14,232,222	11,074,657	11,067,990	6,667	3,989,976
Excess of revenues over (under) expenditures	-	-	(10)	(10)	-
FUND BALANCE, July 1	10	10	10	-	10
FUND BALANCE, June 30	\$ 10	\$ 10	\$ -	\$ (10)	\$ 10

CITY OF FERNLEY
Transient Lodging Tax Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2025
(With comparative actual amounts for the year ended June 30, 2024)

	2025 BUDGET		2025		2024
			VARIANCE TO		
	ORIGINAL	FINAL	ACTUAL	FINAL BUDGET	ACTUAL
REVENUES					
Taxes					
Transient lodging tax	\$ 650,000	\$ 650,000	\$ 541,790	\$ (108,210)	\$ 557,586
Investment earnings	1,000	1,000	2,936	1,936	15,900
Miscellaneous	5,000	5,000	196,463	191,463	134,784
Total revenues	656,000	656,000	741,189	85,189	708,270
EXPENDITURES					
Culture and recreation					
Services, supplies and other	152,000	152,000	132,336	19,664	118,394
Capital outlay	3,100,000	3,100,000	3,100,000	-	-
Total expenditures	3,252,000	3,252,000	3,232,336	19,664	118,394
Excess of revenues over (under) expenditures	(2,596,000)	(2,596,000)	(2,491,147)	104,853	589,875
FUND BALANCE, July 1	3,356,057	3,356,057	3,356,057	-	2,766,182
FUND BALANCE, June 30	\$ 760,057	\$ 760,057	\$ 864,910	\$ 104,853	\$ 3,356,057

Supplementary Information

Nonmajor Governmental Funds

- ♦ Special Revenue Funds:
 - ♦ Municipal Court Administrative Fees Fund - Accounts for the proceeds from Court Administrative Fees set aside per NRS 268.4085 for court administration (judicial department expenditures).
 - ♦ Municipal Court Facilities Fees Fund - Accounts for the proceeds from Court Facilities Fees set aside per NRS 176.0611 for the provision of court facilities.
- ♦ Capital Projects Funds:
 - ♦ Capital Projects Fund - Accounts for financial resources used for the acquisition or construction of capital projects for governmental activities. The fund is utilized to set aside funds to provide funding for future projects involving replacement or acquisition of building, improvements and equipment.



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CITY OF FERNLEY
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

	<u>Special Revenue Funds</u>		<u>Capital Projects Fund</u>	
	<u>Municipal Court Administration Fee</u>	<u>Municipal Court Facilities Fee</u>	<u>Capital Projects</u>	<u>Total</u>
ASSETS				
Cash and investments	\$ 12,334	\$ 90,533	\$ 276,576	\$ 379,443
Receivables				
Interest	-	-	158	158
Total assets	<u>\$ 12,334</u>	<u>\$ 90,533</u>	<u>\$ 276,734</u>	<u>\$ 379,601</u>
LIABILITIES				
Accounts payable	\$ -	\$ 6,793	\$ -	\$ 6,793
FUND BALANCE				
Restricted for:				
Judicial	12,334	83,740	-	96,074
Committed:				
Capital projects	-	-	276,734	276,734
Total fund balance	<u>12,334</u>	<u>83,740</u>	<u>276,734</u>	<u>372,808</u>
Total liabilities and fund balance	<u>\$ 12,334</u>	<u>\$ 90,533</u>	<u>\$ 276,734</u>	<u>\$ 379,601</u>

CITY OF FERNLEY
Combining Statement of Revenues, Expenditures, and Changes in Fund Balance
Nonmajor Governmental Funds
For the Year Ended June 30, 2025

	Special Revenue Funds			Capital Projects Funds	
	Municipal Court Administration Fee	Municipal Court Facilities Fee	Transient Lodging Tax (formally nonmajor fund)	Capital Projects	Total
REVENUES					
Fines and forfeitures	\$ 10,955	\$ 15,664	\$ -	\$ -	\$ 26,619
Investment earnings	-	-	-	14,376	14,376
Total revenues	10,955	15,664	-	14,376	40,995
EXPENDITURES					
Current					
Judicial	10,000	65,741	-	-	75,741
Excess (deficiency) of revenues over (under) expenditures	955	(50,077)	-	14,376	(34,747)
FUND BALANCE, July 1	11,379	133,818	3,356,057	262,358	3,763,612
Adjustment to beginning fund balance, formally nonmajor fund	-	-	(3,356,057)	-	(3,356,057)
FUND BALANCE, JULY 1 as adjusted	11,379	133,818	-	262,358	407,555
FUND BALANCE, June 30	<u>\$ 12,334</u>	<u>\$ 83,741</u>	<u>\$ -</u>	<u>\$ 276,734</u>	<u>\$ 372,808</u>

CITY OF FERNLEY
Municipal Court Administration Fees Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2025
(With comparative actual amounts for the year ended June 30, 2024)

	<u>2025 BUDGET</u>		<u>2025</u>		<u>2024</u>
	<u>ORIGINAL</u>	<u>FINAL</u>	<u>ACTUAL</u>	<u>VARIANCE TO FINAL BUDGET</u>	<u>ACTUAL</u>
REVENUES					
Fines and forfeitures					
Administrative fees	\$ 8,800	\$ 8,800	\$ 10,955	\$ 2,155	\$ 9,241
Investment earnings	-	-	-	-	258
Total revenues	8,800	8,800	10,955	2,155	9,499
EXPENDITURES					
Judicial					
Services, supplies and other	10,375	10,375	10,000	375	10,375
Excess of revenues over (under) expenditures	(1,575)	(1,575)	955	2,530	(876)
FUND BALANCE, July 1	11,379	11,379	11,379	-	12,255
FUND BALANCE, June 30	\$ 9,804	\$ 9,804	\$ 12,334	\$ 2,530	\$ 11,379

CITY OF FERNLEY
Municipal Court Facilities Fees Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2025
(With comparative actual amounts for the year ended June 30, 2024)

	<u>2025 BUDGET</u>		<u>2025</u>		<u>2024</u>
	<u>ORIGINAL</u>	<u>FINAL</u>	<u>ACTUAL</u>	<u>VARIANCE TO FINAL BUDGET</u>	<u>ACTUAL</u>
REVENUES					
Fines and forfeitures					
Facility fees	\$ 12,200	\$ 12,200	\$ 15,664	\$ 3,464	\$ 24,815
Investment earnings	-	-	-	-	3,135
Total revenues	12,200	12,200	15,664	3,464	27,950
EXPENDITURES					
Judicial					
Services, supplies and other	130,568	130,568	65,741	64,827	5,280
Excess of revenues over (under) expenditures	(118,368)	(118,368)	(50,077)	68,291	22,670
FUND BALANCE, July 1	133,818	133,818	133,818	-	111,148
FUND BALANCE, June 30	\$ 15,450	\$ 15,450	\$ 83,741	\$ 68,291	\$ 133,818

CITY OF FERNLEY
Capital Projects Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2025
(With comparative actual amounts for the year ended June 30, 2024)

	<u>2025 BUDGET</u>		<u>2025</u>		<u>2024</u>
	<u>ORIGINAL</u>	<u>FINAL</u>	<u>ACTUAL</u>	<u>VARIANCE TO FINAL BUDGET</u>	<u>ACTUAL</u>
REVENUES					
Investment earnings	\$ 6,000	\$ 6,000	\$ 14,376	\$ 8,376	\$ 20,447
EXPENDITURES					
Capital outlay	-	-	-	-	300,257
Excess of revenues over (under) expenditures	6,000	6,000	14,376	8,376	(279,810)
FUND BALANCE, July 1	262,358	262,358	262,358	-	542,167
FUND BALANCE, June 30	<u>\$ 268,358</u>	<u>\$ 268,358</u>	<u>\$ 276,734</u>	<u>\$ 8,376</u>	<u>\$ 262,358</u>

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Supplementary Information

Enterprise Funds

- ♦ Water Utility Fund - Accounts for the provision of water services to the residents of the City and some residents of Lyon County. All activities necessary to provide services are accounted for in this fund, including, but not limited to, administration, operations, maintenance, financing and related debt.
- ♦ Sewer Utility Fund - Accounts for the provision of sewer collection and treatment to the residents of the City and some residents of Lyon County. All activities necessary to provide services are accounted for in this fund, including, but not limited to, administration, operations, maintenance, financing and related debt.



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CITY OF FERNLEY
Water Enterprise Fund
Statement of Net Position
June 30, 2025
(With comparative actual amounts for June 30, 2024)

	2025	2024
ASSETS		
Current assets		
Cash and investments	\$ 51,992,722	\$ 46,173,501
Receivables, net of allowance		
Accounts receivable	1,207,511	1,082,635
Water ancillary fee receivable	44,693	47,155
Interest receivable	32,417	205,069
Inventory	130,061	125,883
Prepaid expense	62,803	1,758
Total current assets	<u>53,470,207</u>	<u>47,636,001</u>
Noncurrent assets		
Restricted cash and investments	237,807	231,122
Capital assets		
Land	1,005,899	1,005,899
Water rights	49,993,522	48,499,031
Intangible assets	1,664,240	1,664,240
Construction in progress	5,417,244	8,672,647
Infrastructure	115,722,312	113,698,909
Buildings	8,765	8,765
Improvements other than buildings	17,728,863	11,085,418
Machinery, equipment and vehicles	1,814,665	1,696,749
Less: accumulated depreciation	<u>(60,397,102)</u>	<u>(56,996,028)</u>
Total noncurrent assets	<u>133,196,215</u>	<u>129,566,752</u>
Total assets	<u>186,666,422</u>	<u>177,202,753</u>
DEFERRED OUTFLOWS OF RESOURCES		
Deferred charge on refunding	532,696	2,411,374
Deferred outflows related to pensions	1,325,461	1,272,368
Deferred outflows related to OPEB	100,289	124,185
Total deferred outflows of resources	<u>1,958,446</u>	<u>3,807,927</u>
Total assets and deferred outflows of resources	<u>188,624,868</u>	<u>181,010,680</u>
LIABILITIES		
Current liabilities		
Accounts payable	815,765	700,548
Accrued liabilities	43,575	33,139
Refundable deposits	237,687	231,202
Accrued interest	693,216	618,412
Compensated absences	113,350	110,587
Bonds payable	2,606,112	2,727,047
Total current liabilities	<u>4,509,705</u>	<u>4,420,935</u>
Noncurrent liabilities		
Compensated absences	113,350	110,587
Bonds payable	40,849,055	44,989,144
Net pension liability	3,117,561	3,454,410
Total OPEB liability	35,191	64,549
Total noncurrent liabilities	<u>44,115,157</u>	<u>48,618,690</u>
Total liabilities	<u>48,624,862</u>	<u>53,039,625</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred inflows related to pensions	406,895	33,947
Deferred inflows related to OPEB	254,273	262,877
Total deferred inflows of resources	<u>661,168</u>	<u>296,824</u>
Total liabilities and deferred inflows of resources	<u>49,286,030</u>	<u>53,336,449</u>
NET POSITION		
Net investment in capital assets	90,035,937	84,030,813
Unrestricted	<u>49,302,901</u>	<u>43,643,418</u>
Total net position	<u>\$ 139,338,838</u>	<u>\$ 127,674,231</u>

CITY OF FERNLEY
Water Enterprise Fund
Schedule of Revenues, Expenditures, and Changes in Net Position
Budget and Actual
For the Year Ended June 30, 2025
(With comparative actual amounts for the year ended June 30, 2024)

	2025 BUDGET		2025		2024
	ORIGINAL	FINAL	ACTUAL	VARIANCE TO FINAL BUDGET	ACTUAL
OPERATING REVENUES					
Service Fees	\$ 11,205,850	\$ 11,205,850	\$ 11,810,297	\$ 604,447	\$ 11,108,804
Other Revenues	50,000	50,000	217,400	167,400	41,621
Total operating revenues	11,255,850	11,255,850	12,027,697	771,847	11,150,425
OPERATING EXPENSES					
Salaries	1,863,859	1,863,859	1,971,029	(107,170)	1,778,662
Employee benefits	1,514,478	1,514,478	750,930	763,548	1,089,229
Services, supplies and other	3,345,084	3,468,267	3,060,896	407,371	2,777,009
Depreciation and amortization	3,700,000	3,700,000	3,450,047	249,953	3,411,999
Total operating expenditures	10,423,421	10,546,604	9,232,902	1,313,702	9,056,900
Operating income	832,429	709,246	2,794,795	2,085,549	2,093,526
NONOPERATING REVENUES (EXPENSES)					
Water ancillary fee	4,211,235	4,211,235	4,211,235	-	4,207,141
Investment income	25,000	25,000	2,705,874	2,680,874	2,097,759
Other income	395,000	395,000	319,158	(75,842)	332,227
Gain (loss) on disposal of capital assets	-	-	5,258	5,258	-
Interest expense	(1,484,188)	(1,484,188)	(1,646,770)	(162,582)	(1,539,230)
Bond issuance cost	-	-	(287,608)	(287,608)	-
Total nonoperating revenues (expenses)	3,147,047	3,147,047	5,307,147	2,160,100	5,097,897
Income before contributions and transfers	3,979,476	3,856,293	8,101,942	4,245,649	7,191,423
Capital contributions - connection fees	1,360,630	1,360,630	1,509,334	148,704	1,213,699
Capital contributions - other	300,000	300,000	2,053,331	1,753,331	2,830,786
Grant revenue	1,438,750	1,438,750	-	(1,438,750)	-
Change in net position	7,078,856	6,955,673	11,664,607	4,708,934	11,235,908
NET POSITION, July 1	124,880,533	127,674,231	127,674,231	-	116,438,323
NET POSITION, June 30	\$ 131,959,389	\$ 134,629,904	\$ 139,338,838	\$ 4,708,934	\$ 127,674,231

CITY OF FERNLEY
Water Enterprise Fund
Schedule of Cash Flows
For the Year Ended June 30, 2025
(With comparative actual amounts for June 30, 2024)

	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers, services fees	\$ 11,691,906	\$ 11,030,472
Cash received from customers, capacity fees and other	217,400	41,621
Cash paid to suppliers	(3,010,902)	(2,153,732)
Cash paid to employees	(2,737,057)	(2,317,100)
Net cash flows from operating activities	<u>6,161,347</u>	<u>6,601,261</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Water rights and settlement income	319,158	332,227
Water ancillary fee revenue	4,213,697	4,213,108
Proceeds from capital debt	28,454,333	-
Principal paid on capital debt	(30,952,047)	(2,691,975)
Interest paid on capital debt	(1,456,598)	(1,515,166)
Bond Issuance Cost	(287,608)	-
Acquisition and construction of capital assets	(5,019,494)	(2,643,337)
Proceeds from disposal of capital assets	5,258	-
Connection fees	1,509,334	1,213,699
Net cash flows from capital and related financing activities	<u>(3,213,967)</u>	<u>(1,091,444)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income (loss)	<u>2,878,526</u>	<u>2,042,431</u>
Net change in cash and investments	5,825,906	7,552,248
Cash and investments, July 1	<u>46,404,623</u>	<u>38,852,375</u>
Cash and investments, June 30	<u>\$ 52,230,529</u>	<u>\$ 46,404,623</u>
RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS FROM OPERATING ACTIVITIES		
Operating income	\$ 2,794,795	\$ 2,093,527
Adjustments to reconcile operating income to net cash flows from operating activities		
Depreciation expense	3,450,047	3,411,999
Related to pensions	319,855	(48,032)
Related to OPEB	15,292	(20,585)
Changes in operating assets and liabilities		
(Increase) decrease in receivables	(124,876)	(84,810)
(Increase) decrease in inventories	(4,178)	48,613
(Increase) decrease in prepaid expenses	(61,045)	(1,387)
Increase (decrease) in accounts payable	115,217	576,051
Increase (decrease) in accrued liabilities	10,436	6,154
Increase (decrease) in customer deposits	6,485	6,477
Increase (decrease) in pension	(336,849)	449,096
Increase (decrease) in other postemployment benefits	(29,358)	8,912
Increase (decrease) in compensated absences payable	5,526	155,246
Net cash flows from operating activities	<u>\$ 6,161,347</u>	<u>\$ 6,601,261</u>
NONCASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES		
Contributions of capital assets from developers	\$ 2,053,331	\$ 2,830,786

CITY OF FERNLEY
Sewer Enterprise Fund
Statement of Net Position
June 30, 2025

(With comparative actual amounts for June 30, 2024)

	2025	2024
ASSETS		
Current assets		
Cash and investments	\$ 31,130,241	\$ 27,112,812
Receivables, net of allowance	544,004	484,473
Interest receivable	19,512	119,935
Inventory	7,019	6,834
Prepaid expense	602	1,758
Total current assets	<u>31,701,378</u>	<u>27,725,812</u>
Noncurrent assets		
Restricted cash and investments	205,991	200,213
Capital assets		
Land	185,710	185,710
Intangible assets	17,391	17,391
Construction in progress	1,299,294	1,040,864
Infrastructure	46,873,034	45,551,186
Buildings	8,765	8,765
Improvements other than buildings	5,772,728	5,651,087
Machinery, equipment and vehicles	1,786,219	1,740,016
Less: accumulated depreciation	<u>(24,253,049)</u>	<u>(22,844,418)</u>
Total noncurrent assets	<u>31,896,083</u>	<u>31,550,814</u>
Total assets	<u>63,597,461</u>	<u>59,276,626</u>
DEFERRED OUTFLOWS OF RESOURCES		
Deferred change on refunding	233,185	253,721
Deferred outflows related to pensions	690,131	563,270
Deferred outflows related to OPEB	27,539	32,174
Total deferred outflows of resources	<u>950,855</u>	<u>849,165</u>
Total assets and deferred outflows of resources	<u>64,548,316</u>	<u>60,125,791</u>
LIABILITIES		
Current liabilities		
Accounts payable	43,188	226,655
Accrued liabilities	26,825	14,610
Refundable deposits	205,991	200,213
Accrued interest	65,838	68,390
Compensated absences	62,508	51,099
Bonds payable	404,485	396,893
Total current liabilities	<u>808,835</u>	<u>957,860</u>
Noncurrent liabilities		
Compensated absences	62,508	51,099
Bonds payable	5,349,698	5,754,183
Net pension liability	1,623,228	1,529,247
Total OPEB liability	56,093	70,290
Total noncurrent liabilities	<u>7,091,527</u>	<u>7,404,819</u>
Total liabilities	<u>7,900,362</u>	<u>8,362,679</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred inflows related to pensions	211,857	15,028
Deferred inflows related to OPEB	85,204	86,489
Total deferred inflows of resources	<u>297,061</u>	<u>101,517</u>
Total liabilities and deferred inflows of resources	<u>8,197,423</u>	<u>8,464,196</u>
NET POSITION		
Net investment in capital assets	26,169,094	25,453,246
Unrestricted	<u>30,181,799</u>	<u>26,208,349</u>
Total net position	<u>\$ 56,350,893</u>	<u>\$ 51,661,595</u>

CITY OF FERNLEY
Sewer Enterprise Fund
Schedule of Revenues, Expenditures, and Changes in Net Position
Budget and Actual
For the Year Ended June 30, 2025
(With comparative actual amounts for the year ended June 30, 2024)

	2025 BUDGET		2025		2024
	ORIGINAL	FINAL	ACTUAL	VARIANCE TO FINAL BUDGET	ACTUAL
OPERATING REVENUES					
Service Fees	\$ 5,079,960	\$ 5,079,960	\$ 5,682,301	\$ 602,341	\$ 5,358,616
OPERATING EXPENSES					
Salaries	979,754	979,754	1,050,746	(70,992)	799,839
Employee benefits	691,690	691,690	582,331	109,359	347,697
Services, supplies and other	1,519,953	1,519,953	1,549,409	(29,456)	972,795
Depreciation and amortization	1,400,000	1,400,000	1,423,684	(23,684)	1,360,511
Total operating expenditures	4,591,397	4,591,397	4,606,170	(14,773)	3,480,842
Operating income	488,563	488,563	1,076,131	587,568	1,877,774
NONOPERATING REVENUES (EXPENSES)					
Investment income	100,000	100,000	1,594,540	1,494,540	1,283,249
Other income	55,200	55,200	64,100	8,900	62,021
Gain (loss) on disposal of capital assets	-	-	143	143	5,673
Interest expense	(137,118)	(137,118)	(155,102)	(17,984)	(159,716)
Total nonoperating revenues (expenses)	18,082	18,082	1,503,681	1,485,599	1,191,227
Income before contributions and transfers	506,645	506,645	2,579,812	2,073,167	3,069,001
Capital contributions - connection fees	950,000	950,000	1,535,877	585,877	1,065,380
Capital contributions - other	500,000	500,000	573,609	73,609	1,470,505
Grant revenue	2,000,000	2,000,000	-	(2,000,000)	-
Change in net position	3,956,645	3,956,645	4,689,298	732,653	5,604,886
NET POSITION, July 1	51,808,700	51,661,595	51,661,595	-	46,056,709
NET POSITION, June 30	\$ 55,765,345	\$ 55,618,240	\$ 56,350,893	\$ 732,653	\$ 51,661,595

CITY OF FERNLEY
Sewer Enterprise Fund
Schedule of Cash Flows
For the Year Ended June 30, 2025
(With comparative actual amounts for June 30, 2024)

	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers, services fees	\$ 5,628,548	\$ 5,335,454
Cash paid to suppliers	(1,731,905)	(858,466)
Cash paid to employees	(1,444,942)	(1,055,990)
Net cash flows from operating activities	<u>2,451,701</u>	<u>3,420,998</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Water rights and settlement income	64,100	62,020
Grant revenue	-	(3,083,073)
Principal paid on capital debt	(396,893)	(390,371)
Interest paid on capital debt	(137,118)	(142,627)
Acquisition and construction of capital assets	(1,189,566)	(1,339,283)
Proceeds from capital asset disposals	143	5,673
Connection fees	1,535,878	1,065,380
Net cash flows from capital and related financing activities	<u>(123,455)</u>	<u>(3,822,281)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income (loss)	1,694,963	1,267,047
Net change in cash and investments	4,023,209	865,764
Cash and investments, July 1	<u>27,313,023</u>	<u>26,447,259</u>
Cash and investments, June 30	<u>\$ 31,336,232</u>	<u>\$ 27,313,023</u>
RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS FROM OPERATING ACTIVITIES		
Operating income	\$ 1,076,131	\$ 1,877,774
Adjustments to reconcile operating income to net cash flows from operating activities		
Depreciation expense	1,423,684	1,360,511
Related to pensions	69,968	83,854
Related to OPEB	3,350	(8,566)
Changes in operating assets and liabilities		
(Increase) decrease in receivables	(59,531)	(33,312)
(Increase) decrease in inventories	(185)	2,488
(Increase) decrease in prepaid expenses	1,156	(1,387)
Increase (decrease) in accounts payable	(183,467)	113,228
Increase (decrease) in accrued liabilities	12,215	691
Increase (decrease) in customer deposits	5,778	10,150
Increase (decrease) in pension	93,981	(66,572)
Increase (decrease) in other postemployment benefits	(14,197)	2,455
Increase (decrease) in compensated absences payable	22,818	79,684
Net cash flows from operating activities	<u>\$ 2,451,701</u>	<u>\$ 3,420,998</u>
NONCASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES		
Contributions of capital assets from developers	\$ 573,609	\$ 1,470,505

Statistical Section

- ♦ This part of the City of Fernley's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Section Contents	Schedule #
Financial Trends	1-4
<i>These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.</i>	
Revenue Capacity	5-9
<i>These schedules contain information to help the reader assess the City's most significant revenue source, property tax.</i>	
Debt Capacity	10-14
<i>These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.</i>	
Demographic and Economic Information	15-16
<i>These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.</i>	
Operating Information	17-19
<i>These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.</i>	

Sources: Unless otherwise noted, the information in these schedules is derived from annual comprehensive reports of the relevant year.



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CITY OF FERNLEY, NEVADA
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS

	2016	2017	2018	2019	2020	2021	2022	2023	2024*	2025
GOVERNMENTAL ACTIVITIES										
Net investment in capital assets	\$ 37,994,508	\$ 37,208,612	\$ 37,323,025	\$ 38,680,768	\$ 40,357,694	\$ 41,468,491	\$ 43,577,989	\$ 49,422,241	\$ 58,017,278	\$ 77,543,360
Restricted	581,220	721,349	831,863	1,005,536	1,176,707	1,378,656	1,164,751	1,052,642	1,030,707	1,783,690
Unrestricted	1,502,904	1,569,877	1,043,219	2,644,869	5,042,053	6,949,456	8,050,038	10,763,085	12,706,062	11,910,715
Total Governmental Activities Net Position	\$ 40,078,632	\$ 39,499,838	\$ 39,198,107	\$ 42,331,173	\$ 46,576,454	\$ 49,796,603	\$ 52,792,778	\$ 61,237,968	\$ 71,754,047	\$ 91,237,765
BUSINESS-TYPE ACTIVITIES										
Net investment in capital assets	\$ 86,036,844	\$ 85,478,988	\$ 87,836,128	\$ 86,902,632	\$ 86,087,313	\$ 87,734,750	\$ 94,334,014	\$ 102,946,881	\$ 109,484,059	\$ 115,844,965
Restricted	-	-	-	-	-	-	-	-	-	-
Unrestricted	12,852,334	15,277,028	20,652,315	29,464,793	36,647,760	44,267,740	49,660,232	59,548,151	69,851,766	77,867,972
Total Business-type Activities Net Position	\$ 98,889,178	\$ 100,756,016	\$ 108,488,443	\$ 116,367,425	\$ 122,735,073	\$ 132,002,490	\$ 143,994,246	\$ 162,495,032	\$ 179,335,825	\$ 193,712,937
PRIMARY GOVERNMENT										
Net investment in capital assets	\$ 124,031,352	\$ 122,687,600	\$ 125,159,153	\$ 125,583,400	\$ 126,445,007	\$ 129,203,241	\$ 137,912,003	\$ 152,369,122	\$ 167,501,337	\$ 193,388,325
Restricted	581,220	721,349	831,863	1,005,536	1,176,707	1,378,656	1,164,751	1,052,642	1,030,707	1,783,690
Unrestricted	14,355,238	16,846,905	21,695,534	32,109,662	41,689,813	51,217,196	57,710,270	70,311,236	82,557,828	89,778,687
Total Primary Government Net Position	\$ 138,967,810	\$ 140,255,854	\$ 147,686,550	\$ 158,698,598	\$ 169,311,527	\$ 181,799,093	\$ 196,787,024	\$ 223,733,000	\$ 251,089,872	\$ 284,950,702

* Fiscal year 2024 balances have been restated due to the correction of errors.

**CITY OF FERNLEY, NEVADA
CHANGE IN NET POSITION
LAST TEN FISCAL YEARS**

EXPENSES	2016	2017	2018	2019	2020	2021	2022	2023	2024*	2025
Governmental Activities:										
General government	\$ 2,192,152	\$ 2,374,481	\$ 2,475,923	\$ 2,378,207	\$ 2,126,212	\$ 3,887,890	\$ 3,586,290	\$ 4,740,827	\$ 3,726,081	\$ 4,663,837
Public works	2,786,120	2,596,460	2,370,288	2,736,438	3,040,844	3,478,603	4,523,736	2,971,014	5,522,404	3,681,326
Judicial	316,607	357,630	382,905	406,089	304,202	358,504	445,902	458,288	596,596	698,065
Health	210,014	205,322	231,491	271,017	120,909	130,491	121,443	230,447	313,134	406,049
Culture and recreation	570,042	1,076,790	1,027,991	1,009,256	866,419	932,490	1,022,103	978,474	1,138,845	1,365,295
Community development	761,489	894,130	658,254	700,250	615,483	764,387	722,118	751,561	1,090,177	1,448,924
Debt Service:										
Interest and fiscal charges	81,325	74,435	67,366	60,119	52,705	45,113	3,439	-	-	-
Total Governmental Activities Expenses	6,917,749	7,579,248	7,214,218	7,561,376	7,126,774	9,597,478	10,425,031	10,130,611	12,387,237	12,263,496
Business-type Activities:										
Water	9,022,783	9,287,677	8,764,164	8,860,175	10,775,140	9,413,340	9,241,599	9,911,582	10,596,129	13,144,074
Sewer	2,579,837	2,721,599	2,657,654	2,876,352	3,525,867	3,364,620	3,167,761	3,664,371	3,640,558	4,761,272
Total Business-type Activities Expenses	11,602,620	12,009,276	11,421,818	11,736,527	14,301,007	12,777,960	12,409,360	13,575,953	14,236,687	17,905,346
Total Primary Government Expenses	\$ 18,520,369	\$ 19,588,524	\$ 18,636,036	\$ 19,297,903	\$ 21,427,781	\$ 22,375,438	\$ 22,834,391	\$ 23,706,564	\$ 26,623,924	\$ 30,168,842

* Fiscal year 2024 balances have been restated due to the correction of errors.

**CITY OF FERNLEY, NEVADA
CHANGE IN NET POSITION
LAST TEN FISCAL YEARS
CONTINUED**

	2016	2017	2018	2019	2020	2021	2022	2023	2024*	2025
PROGRAM REVENUES										
Governmental Activities:										
Charges for Services:										
General government	\$ 1,849,714	\$ 2,008,097	\$ 2,350,210	\$ 2,766,705	\$ 3,018,252	\$ 3,148,777	\$ 3,967,086	\$ 4,598,595	\$ 4,661,744	\$ 4,483,770
Public works	44,247	39,265	143,102	323,774	274,520	529,318	773,244	642,576	573,091	434,552
Judicial	275,179	239,898	245,457	281,212	240,177	225,069	205,469	153,295	169,289	250,052
Health	-	-	-	-	-	-	-	-	-	-
Culture and recreation	15,054	14,223	34,708	10,441	30,307	30,241	31,973	31,480	37,361	39,285
Community development	-	-	-	-	-	-	-	-	-	-
Operating Grants and Contributions	1,655,405	1,090,508	646,981	3,355,145	2,163,973	3,862,058	2,708,379	5,990,119	1,625,729	5,375,472
Capital Grants and Contributions	710,254	381,488	211,148	182,674	1,521,915	743,317	1,468,592	1,867,508	8,397,789	13,007,529
Total Governmental Activities Revenues	4,549,853	3,773,479	3,631,606	6,919,951	7,249,144	8,538,780	9,154,743	13,283,573	15,465,003	23,590,660
Business-type Activities:										
Charges for Services										
Water	5,416,406	7,035,414	9,377,744	9,136,029	9,641,223	10,347,050	10,557,631	10,918,464	11,482,652	12,346,855
Sewer	2,204,453	2,820,540	3,814,919	4,158,774	4,393,118	4,679,744	4,864,103	5,119,968	5,420,636	5,746,401
Other	-	-	-	-	-	-	-	-	-	-
Operating Grants and Contributions	-	-	-	-	-	-	-	-	-	-
Capital Grants and Contributions	1,633,213	902,539	1,418,743	1,304,147	1,452,994	2,554,555	5,527,857	10,873,570	6,580,369	5,672,151
Total Business-type Activities Revenues	9,254,072	10,758,493	14,611,406	14,598,950	15,487,335	17,581,349	20,949,591	26,912,002	23,483,657	23,765,407
Total Primary Government Revenues	\$ 13,803,925	\$ 14,531,972	\$ 18,243,012	\$ 21,518,901	\$ 22,736,479	\$ 26,120,129	\$ 30,104,334	\$ 40,195,575	\$ 38,948,660	\$ 47,356,067
NET (EXPENSE)/REVENUE										
Governmental Activities	\$ (2,367,896)	\$ (3,805,769)	\$ (3,582,612)	\$ (641,425)	\$ 122,370	\$ (1,058,698)	\$ (1,270,288)	\$ 3,152,962	\$ 3,077,765	\$ 11,327,164
Business-type Activities	(2,348,548)	(1,250,783)	3,189,588	2,862,423	1,186,328	4,803,389	8,540,231	13,336,049	9,246,970	5,860,061
Total Primary Government Net (Expense)/Revenue	\$ (4,716,444)	\$ (5,056,552)	\$ (393,024)	\$ 2,220,998	\$ 1,308,698	\$ 3,744,691	\$ 7,269,943	\$ 16,489,011	\$ 12,324,735	\$ 17,187,225

* Fiscal year 2024 balances have been restated due to the correction of errors.

CITY OF FERNLEY, NEVADA
CHANGE IN NET POSITION
LAST TEN FISCAL YEARS
CONTINUED

	2016	2017	2018	2019	2020	2021	2022	2023	2024*	2025
GENERAL REVENUES AND OTHER										
CHANGES IN NET POSITION										
Governmental Activities:										
Taxes:										
Property	\$ 2,452,000	\$ 2,322,674	\$ 2,468,443	\$ 2,625,643	\$ 2,948,107	\$ 3,293,351	\$ 3,635,121	\$ 4,100,313	\$ 4,674,814	\$ 5,343,497
Consolidated	148,249	154,423	163,528	172,906	181,233	196,323	205,075	216,346	268,972	239,942
Fuel	402,749	378,322	389,175	406,360	391,939	306,563	391,070	394,632	412,103	427,380
Residential Construction Tax	-	-	196,000	203,000	134,000	191,600	279,000	303,000	175,131	198,000
Unrestricted gaming licenses	120,221	116,693	124,344	121,418	98,213	116,483	120,170	122,355	123,638	118,553
Unrestricted interest income	25,243	30,001	67,822	160,048	185,105	36,097	(372,467)	405,804	1,391,907	1,307,118
Miscellaneous revenue	150,525	224,862	83,558	85,116	184,316	138,430	8,496	-	391,751	522,064
Total Governmental Activities	3,298,987	3,226,975	3,492,870	3,774,491	4,122,913	4,278,847	4,266,465	5,542,450	7,438,316	8,156,554
Business-type Activities:										
Unrestricted interest income	69,582	87,782	205,986	604,173	749,133	133,235	(945,853)	907,627	3,381,008	4,300,414
Miscellaneous revenue	3,396,889	3,029,839	4,477,714	4,412,386	4,432,186	4,330,793	4,407,245	4,232,245	4,212,814	4,216,636
Total Business-type Activities Revenues	3,466,471	3,117,621	4,683,700	5,016,559	5,181,319	4,464,028	3,461,392	5,139,872	7,593,822	8,517,050
Total Primary Government Revenues	\$ 6,765,458	\$ 6,344,596	\$ 8,176,570	\$ 8,791,050	\$ 9,304,232	\$ 8,742,875	\$ 7,727,857	\$ 10,682,322	\$ 15,032,138	\$ 16,673,604
CHANGE IN NET POSITION										
Governmental Activities	\$ 931,091	\$ (578,794)	\$ (89,742)	\$ 3,133,066	\$ 4,245,283	\$ 3,220,149	\$ 2,996,177	\$ 8,695,412	\$ 10,516,078	\$ 19,483,719
Business-type Activities	1,117,923	1,866,838	7,873,288	7,878,982	6,367,647	9,267,417	12,001,623	18,475,921	16,840,793	14,377,111
Total Primary Government Change in Net Position	\$ 2,049,014	\$ 1,288,044	\$ 7,783,546	\$ 11,012,048	\$ 10,612,930	\$ 12,487,566	\$ 14,997,800	\$ 27,171,333	\$ 27,356,871	\$ 33,860,830

* Fiscal year 2024 balances have been restated due to the correction of errors.

CITY OF FERNLEY, NEVADA
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
General fund:										
Nonspendable	\$ 29,922	\$ 30,284	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Restricted	419,398	561,017	692,652	877,714	1,024,586	1,209,442	1,005,102	929,229	885,500	1,687,616
Committed	3,174,349	3,155,343	3,490,868	4,995,231	6,789,537	8,371,753	8,541,389	11,105,596	13,100,342	3,288,063
Assigned	166,089	364,750	358,654	287,546	-	-	-	-	-	2,795,000
Unassigned	429,488	441,228	490,621	496,447	499,320	525,164	730,708	705,001	962,075	9,866,109
Total general fund	\$ 4,219,246	\$ 4,552,622	\$ 5,032,795	\$ 6,656,938	\$ 8,313,443	\$ 10,106,359	\$ 10,277,199	\$ 12,739,826	\$ 14,947,917	\$ 17,636,788
All other governmental funds										
Restricted	\$ 161,822	\$ 160,332	\$ 139,211	\$ 127,822	\$ 152,121	\$ 169,214	\$ 159,649	\$ 123,413	\$ 145,207	\$ 96,074
Committed	1,273,255	1,448,069	692,933	940,312	1,209,139	1,488,942	1,860,466	2,237,266	2,275,992	795,681
Assigned	229,289	278,752	380,287	451,216	569,512	682,982	838,150	1,071,083	1,342,423	345,964
Total all other governmental funds	\$ 1,664,366	\$ 1,887,153	\$ 1,212,431	\$ 1,519,350	\$ 1,930,772	\$ 2,341,138	\$ 2,858,265	\$ 3,431,762	\$ 3,763,622	\$ 1,237,719

CITY OF FERNLEY, NEVADA
CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
REVENUES										
Taxes	\$ 2,795,364	\$ 2,812,455	\$ 3,067,427	\$ 3,220,095	\$ 3,533,231	\$ 3,982,332	\$ 4,572,466	\$ 5,113,901	\$ 5,415,734	\$ 6,125,083
Licenses and permits	1,973,548	2,117,464	2,564,561	3,202,328	3,382,189	3,784,452	4,841,836	5,340,054	5,320,852	5,006,609
Intergovernmental	2,318,128	1,643,631	1,013,704	3,216,222	2,785,663	3,942,337	2,770,410	5,646,687	5,616,808	16,193,062
Fines and forfeits	275,178	239,899	245,457	281,213	240,177	225,068	205,469	153,295	169,289	250,051
Miscellaneous	106,838	115,390	148,117	695,291	241,645	184,315	(285,948)	897,552	2,007,254	2,545,096
Total revenues	7,469,056	6,928,839	7,039,266	10,615,149	10,182,905	12,118,504	12,104,233	17,151,489	18,529,937	30,119,901
EXPENDITURES										
General government	1,894,419	1,859,292	2,164,818	2,057,249	1,924,107	4,950,269	3,716,450	4,214,715	7,030,095	4,124,270
Public works	2,664,492	1,946,728	1,574,313	3,017,847	3,690,576	2,504,197	4,081,764	6,914,751	5,692,804	2,153,013
Judicial	319,189	346,754	373,745	388,640	309,668	345,133	443,626	563,535	532,235	666,466
Health	212,740	193,821	229,966	260,962	157,046	161,415	108,416	208,099	280,908	389,176
Culture and recreation	707,664	880,248	957,631	880,657	770,684	830,168	1,187,066	1,372,769	1,165,015	1,153,895
Community development	759,975	862,260	677,702	1,789,963	1,079,507	890,158	734,911	761,501	997,392	1,414,619
Debt service:										
Principal	286,000	293,000	301,000	308,000	315,000	323,000	1,119,337	-	-	-
Interest	81,325	74,435	67,366	60,119	52,705	45,113	3,439	-	-	-
Cost sharing Water and Sewer funds	(101,525)	(83,862)	(83,096)	(79,350)	(184,315)	(138,431)	-	-	-	-
Capital outlay	-	-	956,358	-	-	4,200	29,753	79,995	300,257	20,075,469
Total expenditures	6,824,279	6,372,676	7,219,803	8,684,087	8,114,978	9,915,222	11,424,762	14,115,365	15,998,706	29,976,908
Excess (deficiency) of revenues over expenditures	644,777	556,163	(180,537)	1,931,062	2,067,927	2,203,282	679,471	3,036,124	2,531,231	142,993
OTHER FINANCING SOURCES (USES)										
Proceeds from disposal of capital assets	-	-	-	-	-	-	8,496	-	8,721	19,974
Net change in fund balance	\$ 644,777	\$ 556,163	\$ (180,537)	\$ 1,931,062	\$ 2,067,927	\$ 2,203,282	\$ 687,967	\$ 3,036,124	\$ 2,539,952	\$ 162,967
Debt service as a percentage of noncapital expenditures	6.6%	6.2%	6.3%	6.0%	6.0%	4.6%	11.4%	0.0%	0.0%	0.0%

**CITY OF FERNLEY, NEVADA
ESTIMATED ASSESSED VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS**

Fiscal Year	Assessed Value			Estimated Actual Value	Ratio of Total Assessed to Total Estimated Actual Value
	Real Property	Personal Property ⁽¹⁾	Total		
2016	620,951,224	34,017,878	654,969,102	1,871,340,291	35.0
2017	555,711,189	29,916,104	585,627,293	1,673,220,837	35.0
2018	602,011,283	38,175,159	640,186,442	1,829,104,120	35.0
2019	676,171,175	39,120,159	715,291,334	2,043,689,526	35.0
2020	759,219,557	45,816,542	805,036,099	2,300,103,140	35.0
2021	823,291,448	57,767,554	881,059,002	2,517,311,434	35.0
2022	860,202,471	58,590,439	918,792,910	2,625,122,600	35.0
2023	1,011,620,058	66,692,739	1,078,312,797	3,080,893,706	35.0
2024	1,119,939,299	71,745,046	1,191,684,345	3,404,812,414	35.0
2025	1,220,494,592	73,790,345	1,294,284,937	3,697,956,963	35.0

⁽¹⁾ Personal Property amounts provided by Lyon County Assessor's Office.

**CITY OF FERNLEY, NEVADA
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS**

Fiscal Year	Taxes Levied	Tax Collections	Collections as a % of Original Levy	Collections in Subsequent Years	Total Tax Collections	Total Collections as a % of Original Levy
2016	2,370,149	2,327,316	98.19%	26,237	2,353,553	99.30%
2017	2,333,033	2,297,252	98.47%	16,442	2,313,694	99.17%
2018	2,486,770	2,447,325	98.41%	18,843	2,466,168	99.17%
2019	2,652,966	2,606,805	98.26%	23,526	2,630,331	99.15%
2020	2,652,966	2,606,805	98.26%	22,223	2,629,028	99.10%
2021	3,333,289	3,268,314	98.05%	25,206	3,293,520	98.81%
2022	3,628,330	3,608,138	99.44%	-	3,608,138	99.44%
2023	4,567,274	3,674,473	80.45%	21,056	3,695,529	80.91%
2024	4,571,012	4,104,840	89.80%	36,703	4,141,543	90.60%
2025	5,271,147	5,322,674	100.98%	43,479	5,366,153	101.80%

Source: Lyon County, State of NV Department of Taxation and City of Fernley
Data is not available prior to fiscal year 2014.

SCHEDULE 7

CITY OF FERNLEY, NEVADA
TEN LARGEST ASSESSED VALUATIONS
CURRENT AND TEN YEARS AGO

	2025				2016			
	Taxpayer	Land Use	Assessed Value ⁽¹⁾	Rank	Percentage of Total Assessed Value	Assessed Value ⁽¹⁾	Rank	Percentage of Total Assessed Value
	M4 New Fernley QOZB LLC	General Industrial	\$ 66,801,434	1	5.61%	\$ -	-	-
	Trex Company Inc	General Industrial	20,942,417	2	1.76%	10,301,983	8	1.57%
	Polaris Sales Inc	General Industrial	12,474,829	3	1.05%	-	-	-
	Newlands Industrial	General Industrial	10,571,559	4	0.89%	9,594,120	9	1.46%
	MSC Industrial Direct Co Inc	General Industrial	7,138,246	8	0.60%	15,603,249	4	2.38%
	Fernley Newlands LLC	General Industrial	8,548,246	5	0.72%	-	-	-
	Deceuninck North America LLC	General Industrial	7,172,135	7	0.60%	-	-	-
	ILPT Fernley LLC	General Industrial	7,397,628	6	0.62%	-	-	-
	Wal-Mart Stores Inc	General Commercial	5,174,594	9	0.43%	10,493,606	7	1.60%
	Sherwin-Williams Acceptance Corp	Heavy Industrial	5,144,278	10	0.43%	10,959,949	5	1.67%
	McCabe Way Irvine LLC	Commercial Industrial	-	-	-	24,078,886	1	3.68%
	Quebecor World Nevada	General Industrial	-	-	-	19,426,071	2	2.97%
	Cole ID Fernley NV LLC	General Industrial	-	-	-	15,726,420	3	2.40%
	Lowe's HIW Inc	General Commercial	-	-	-	10,679,271	6	1.63%
	Paramount-Nevada Asphalt Co LLC	Heavy Industrial	-	-	-	8,382,100	10	1.28%
			\$ 151,365,366		12.70%	\$ 135,245,655		20.64%

Source: Lyon County Assessor's Office

Note: ⁽¹⁾ Assessed value is 35% of estimated taxable value.

**CITY OF FERNLEY, NEVADA
WATER USER FEES
LAST TEN FISCAL YEARS**

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
WATER UTILITY										
Number of Customers	6,774	7,114	7,495	7,674	7,790	7,937	8,144	8,352	8,299	8,624
Annual Average Day Demand per customer	444	437	405	420	421	506	472	477	508	408
Gallons of water used (in thousands) *	1,097,947	1,133,827	1,107,035	1,176,667	1,198,017	1,465,753	1,403,382	1,452,963	1,539,765	1,284,177
Direct rate per 1,000 gallons	\$ 2.15	\$ 3.10	\$ 3.10	\$ 3.28	\$ 3.45	\$ 3.60	\$ 3.68	\$ 3.79	\$ 3.91	\$ 4.02

Source: City of Fernley

* Includes residential and commercial customers

SCHEDULE 9

**CITY OF FERNLEY, NEVADA
PRINCIPLE WATER USERS
CURRENT AND TEN YEARS AGO**

Employer	June 30,			
	2025		2016	
	User Fees	Rank	User Fees	Rank
*Lyon County School District	439,984	1	123,045	2
*City of Fernley	272,167	2	152,283	1
Trex Manufacturing Company	160,098	3	100,435	3
Trex Company	147,087	4		
Pilot Travel Centers, LLC	122,193	5	68,642	4
Sherwin Williams	85,540	6	45,899	7
Veterans Cemetery	80,141	7	52,777	5
Reno/Villa Park llc	61,323	8		
Essential Industries Inc	36,295	9	21,307	10
Blue Beacon	32,478	10	24,447	9
World Color Fernley	-		46,767	6
Hollywood Investments	-		28,987	8

Source: City of Fernley

*User Fees totals represent all City of Fernley and all Lyon County School District facilities combined

CITY OF FERNLEY, NEVADA
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

Fiscal Year	Governmental Activities	Business-Type Activities				Percentage of Personal Income⁽¹⁾	Per Capita⁽¹⁾
	Intallment Purchase Agreement	Water Bonds	Sewer Bonds	Unamortized Bond Premium (Discount)	Total Primary Government		
2016	3,274,000	65,175,380	7,073,707	2,552,345	78,075,432	13.00%	4,123
2017	2,981,000	63,153,474	7,091,821	2,804,336	76,030,631	10.50%	3,806
2018	2,680,000	60,886,568	6,950,855	2,669,864	73,187,287	11.28%	3,792
2019	2,372,000	58,590,165	7,941,221	2,535,392	71,438,778	9.81%	3,610
2020	2,057,000	56,366,532	7,616,378	2,400,920	68,440,830	8.67%	3,356
2021	1,734,000	53,774,518	7,250,650	2,266,448	65,025,616	7.85%	3,111
2022	-	51,192,470	6,899,939	2,131,976	60,224,385	6.47%	2,854
2023	-	48,545,134	6,541,447	1,997,504	57,084,085	5.26%	2,459
2024	-	45,853,159	6,151,076	1,863,032	53,867,267	4.55%	2,128
2025	-	40,111,112	5,754,183	3,344,055	49,209,350	3.64%	1,901

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

⁽¹⁾ See Schedule 15 of Demographic Statistics for personal income and population data.

CITY OF FERNLEY, NEVADA
RATIOS OF GENERAL OBLIGATION DEBT OUTSTANDING
LAST TEN FISCAL YEARS

Fiscal Year	Business-Type General Obligation Revenue Bonds	Percentage of Actual Property Value (1)	Percentage of Personal Income (2)	Per Capita (2)
2016	74,801,432	4.00%	12.45%	3,950
2017	73,116,113	4.37%	10.10%	3,660
2018	70,507,287	3.85%	10.87%	3,653
2019	69,066,778	3.38%	9.48%	3,490
2020	66,383,831	2.89%	8.41%	3,255
2021	63,291,616	2.51%	7.64%	3,028
2022	60,224,385	2.29%	6.47%	2,854
2023	57,084,085	1.85%	5.26%	2,459
2024	53,867,267	1.58%	4.55%	2,128
2025	45,865,295	1.24%	3.39%	1,772

Note: (1) See the Schedule of Assessed Value and Estimated Actual Value of Taxable Property for property value data - Schedule 5.

(2) Population information may be found on Schedule 15 - Demographic Statistics.

CITY OF FERNLEY, NEVADA
GENERAL OBLIGATION DIRECT AND OVERLAPPING DEBT
JUNE 30, 2025

	<u>Debt Outstanding</u>	<u>Presently Self-Supporting General Obligation Debt</u>	<u>Percent Applicable⁽¹⁾</u>	<u>Applicable Net Debt</u>
Direct				
City of Fernley ⁽²⁾	\$ 45,865,295	\$ 45,865,295	100.00%	<u>\$ 45,865,295</u>
Overlapping				
Lyon County	\$ 25,858,628	25,858,628	39.32%	10,167,376
Lyon County School District	\$ 76,105,000	76,105,000	39.32%	29,923,790
		Total Overlapping Debt		<u>40,091,166</u>
		Total Direct and Overlapping Debt		<u>\$ 85,956,461</u>

⁽¹⁾ Calculation based on present assessed valuation of Fernley compared to Lyon County

⁽²⁾ Amounts are net of issuance (discounts)/premiums

**CITY OF FERNLEY, NEVADA
COMPUTATION OF GENERAL OBLIGATION DEBT LIMIT
JUNE 30, 2025**

Assessed Value of taxable property	\$ 1,294,284,937
Debt Limit - 30% of Total Assessed Value	388,285,481
General Obligation Revenue Bonds	<u>45,865,295</u>
Total Amount of Debt Applicable to Debt limit	<u>45,865,295</u>
Legal Debt Margin	<u><u>\$ 342,420,186</u></u>
Total debt applicable to the limit as a percentage of debt limit	11.81%

General Obligation Debt Limit

Note: The City is limited by NRS 266.600 as to the amount of general obligation debt it can have outstanding. The limit is equal to 30 percent of the City's total assessed valuation.
Data is also available in the City of Fernley's Debt Management Policy

CITY OF FERNLEY, NEVADA
ENTERPRISE FUNDS REVENUE BOND COVERAGE
LAST TEN FISCAL YEARS

Fiscal Year	Operating Revenue ⁽¹⁾	Operating Expenses ⁽²⁾	Net Revenue Available for Debt Service	Debt Service Requirements			
				Principal	Interest	Total	Coverage
2016	7,009,051	4,378,965	2,630,086	4,309,399	733,462	5,042,861	52%
2017	8,757,498	4,788,516	3,968,982	2,267,295	2,440,032	4,707,327	84%
2018	12,056,792	4,619,356	7,437,436	2,474,354	2,403,558	4,877,912	152%
2019	13,164,375	4,895,196	8,269,179	2,604,667	2,331,202	4,935,869	168%
2020	13,735,523	6,732,112	7,003,411	2,226,092	2,734,476	4,960,568	141%
2020	13,735,523	6,732,112	7,003,411	2,226,092	2,734,476	4,960,568	141%
2021*	14,696,543	6,284,006	8,412,537	2,932,759	1,805,391	4,738,150	178%
2022*	15,062,971	5,878,143	9,184,828	2,866,146	1,775,530	4,641,676	198%
2023*	15,665,497	7,223,592	8,441,905	3,005,829	1,733,252	4,739,081	178%
2024	16,509,041	7,869,165	8,639,876	3,082,346	1,657,793	4,740,139	182%
2025	17,709,998	8,965,341	8,744,657	3,123,940	1,621,306	4,745,246	184%

*These years have been restated from previous years reports to show corrected figures.

⁽¹⁾ Total operating revenues include licenses and permits, connection fees, and charges for services

⁽²⁾ Operating expenses exclude depreciation, interest, and other non-operating expenses

**CITY OF FERNLEY, NEVADA
DEMOGRAPHIC STATISTICS
LAST TEN FISCAL YEARS**

Fiscal Year	Population ⁽¹⁾	Total Personal Income ⁽²⁾	Per Capita Personal Income ⁽³⁾	Unemployment Rate ⁽⁴⁾
2016	18,936	600,649,920	31,720	8.10%
2017	19,975	723,772,922	36,234	6.30%
2018	19,300	648,885,300	33,621	6.00%
2019	19,790	728,390,740	36,806	5.40%
2020	20,396	789,590,348	38,713	8.50%
2021	20,901	828,724,650	39,650	6.30%
2022	21,105	930,688,290	44,098	5.50%
2023	23,210	1,084,719,350	46,735	5.70%
2024	25,316	1,183,143,260	46,735	6.52%
2025	25,888	1,352,363,232	52,239	4.40%

Sources:⁽¹⁾ Nevada Demographers' Office⁽²⁾ Bureau of Economic Analysis⁽³⁾ Nevada Employment Security Department-BEA⁽⁴⁾ Lyon County Data⁽¹⁾ NV Demographer's Office. Fernley is 36% of Lyon County population.

**CITY OF FERNLEY, NEVADA
LYON COUNTY MAJOR EMPLOYERS
JUNE 30,**

Employer	2025			2016		
	Employees ⁽¹⁾	Rank	Percentage of Total County Employment ⁽²⁾	Employees ⁽¹⁾	Rank	Percentage of Total County Employment ⁽²⁾
Lyon County School District	1000-1499	1	5.23%	1000-1499	1	8.71%
Lyon County	500-599	2	2.30%	400-499	2	3.48%
Wal-Mart	250-499	3	1.36%	200-299	4	1.74%
Snyder Family foods	250-499	4	1.36%	-	-	-
Trex Company, Inc.	100-249	5	0.73%	100-199	10	0.87%
Sherwin-Williams	100-249	6	0.73%	-	-	-
Pilot Travel Center	100-249	7	0.73%	-	-	-
Lowe's Home Improvement	100-249	8	0.73%	-	-	-
Nevada Cement Co	100-249	9	0.73%	-	-	-
City of Fernley	100-249	10	0.73%	-	-	-
MSC Industrial	-	-	-	300-399	3	2.61%
Production Pattern & Foundry	-	-	-	100-199	5	1.74%
Nevada Automotive Testing Center	-	-	-	100-199	6	0.87%
Manpower Temporary Services	-	-	-	100-199	7	0.87%
South Lyon Medical Center	-	-	-	100-199	8	0.87%
QG Printing Corp	-	-	-	100-199	9	0.87%

Source: Nevada Department of Employment, Training & Rehabilitation

⁽¹⁾ NRS Chapter 612 stipulates that actual employment for individual employers may not be published

⁽²⁾ Total employment statistics are for the Lyon County area, as information is not available at the City level.

CITY OF FERNLEY, NEVADA
FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
FUNCTION/PROGRAM										
General government	15.1	14.1	14.1	14.6	15.9	16.1	20.5	21.1	19.3	19.9
Judicial	3.5	4.0	4.0	4.0	5.0	4.0	5.0	5.0	9.0	5.0
Public works	6.3	7.9	7.9	8.2	7.3	7.9	10.1	11.5	8.6	12.4
Culture and recreation	4.7	4.7	4.7	5.7	4.4	4.6	3.7	2.2	5.0	5.1
Community development	5.0	5.0	6.0	7.0	7.0	7.0	7.0	8.0	3.0	9.0
Health	1.5	1.5	1.5	1.5	1.2	1.2	1.1	1.5	2.1	2.6
Water	17.4	16.5	16.8	17.3	22.0	23.0	21.7	20.5	22.7	23.0
Sewer	7.6	8.9	8.9	10.3	12.0	13.0	11.4	11.3	11.0	11.8
Total	61.0	62.5	63.8	68.5	74.7	76.8	80.5	81.1	80.7	88.6

Source: City of Fernley

CITY OF FERNLEY, NEVADA
OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

FUNCTION/PROGRAM	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Judicial:										
Municipal Court Cases Filed:										
Drug	75	45	22	42	26	31	30	n/a	37	-
Driving under influence	58	52	48	52	54	72	69	n/a	49	-
Domestic violence	99	53	77	57	13	-	-	n/a	-	-
Traffic	3,008	2,073	2,443	3,204	2,795	2,025	2,239	n/a	740	1,341
Other	372	194	105	307	253	238	231	n/a	198	280
Public Safety:										
Calls for Service:										
Criminal	856	802	882	1,192	1,029	1,303	1,101	1,085	1,070	-
Non-criminal	4,408	4,366	4,267	3,524	2,408	2,431	2,451	2,105	2,278	-
Domestic violence	422	388	439	420	361	369	353	376	448	-
Follow-up	880	849	1,094	1,212	1,012	1,097	804	796	1,116	-
Traffic-stops	1,804	1,798	2,251	1,607	1,246	1,726	1,151	1,697	2,042	2,379
Civil papers	102	680	897	939	819	961	817	749	972	-
Animal	237	1,558	981	485	334	527	501	356	-	578
Public service	1,141	1,175	1,167	1,421	1,711	1,715	1,843	1,873	2,096	-
Assist other agencies	713	699	841	753	652	721	627	518	530	-
Alarms	569	586	439	322	307	293	310	312	236	-
Accident	180	171	202	237	353	384	319	363	348	-
Mental health	145	122	133	147	119	157	166	174	260	-
Other	754	101	103	344	683	860	775	941	1,136	-
Total Calls for Service	12,211	13,295	13,696	12,603	11,034	12,544	11,218	11,345	12,532	2,957
Total Charges										
Felon	292	274	206	273	233	272	310	241	254	-
Gross misdemeanor	55	49	34	45	35	61	69	64	38	-
Misdemeanor	624	560	510	547	416	487	462	637	416	-
Total Arrests	660	642	574	637	506	639	607	652	558	558
Water Utility:										
Customer count	7,431	7,114	7,258	7,440	7,572	7,754	7,935	8,186	8,299	8,624
New connections	78	111	1,126	1,804	1,556	1,655	1,605	1,273	2,499	-
Sewer Utility:										
Customer count	6,600	6,463	6,673	6,854	6,980	7,144	7,338	8,186	7,692	7,810
New connections	75	106	1,075	1,630	1,407	1,454	1,452	1,094	1,353	-
Building:										
Number of permits issued	400	486	567	700	533	581	772	736	918	652
Number of inspection	1,996	5,647	12,218	16,737	12,092	7,954	13,654	9,962	12,775	8,874
Planning:										
Number of applications processed	53	53	65	42	48	51	50	53	47	64

Source: City of Fernley

SCHEDULE 19 HEDULE 19

CITY OF FERNLEY, NEVADA
CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

FUNCTION/PROGRAM	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Streets:										
Public Road Mileage	127.09	127.09	127.09	127.09	130.06	130.06	131.20	131.61	135.10	137.78
Parks and Recreation:										
Parks and Open Space Acreage	155	155	155	155	155	155	155	155	166	166
Developed Parks	12	12	12	12	12	12	12	12	14	14
Tennis Courts/Pickle Ball Courts	1	1	1	1	1	1	1	1	3	3
Rodeo Arena	2	2	2	2	2	2	2	2	2	2
Playing Fields	19	19	19	19	19	19	19	19	17	17
Pavilions	7	7	7	7	7	7	7	7	13	13
Skate Park	1	1	1	1	1	1	1	1	1	1
Water Utility:										
Water lines (miles)	152.4	152.4	152.4	152.4	152.4	152.4	153.4	153.8	249.7	252.4
Fire Hydrants	1,075	1,077	1,077	1,077	1,077	1,077	1,094	1,098	1,137	1,152
Sewer Utility:										
Sanitary Sewer Lines (miles)	124.5	124.5	124.5	124.5	124.6	124.6	125.4	125.8	125.8	125.8
Sanitary Sewer Manhole Count	1,832	1,832	1,832	1,832	1,835	1,835	1,859	1,868	1,974	2,000

Source: City of Fernley

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Compliance and Controls

- ♦ Independent Auditor's Report on Internal Control Over Financial Reporting
- ♦ Independent Auditors Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance as Required by Uniform Guidance.
- ♦ Schedule of Expenditures of Federal Awards
- ♦ Notes to Schedule of Expenditures of Federal Awards
- ♦ Schedule of Findings and Questioned Costs



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**Independent Auditors' Report on Internal Control Over
Financial Reporting and on Compliance and Other Matters
Based on an Audit of Financial Statements Performed
in Accordance with *Government Auditing Standards***

The Honorable Mayor and City Council
City of Fernley, Nevada

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Fernley, Nevada, as of and for the fiscal year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated November 26, 2025.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

HintonBurdick, PLLC

St. George, Utah
November 26, 2025



Independent Auditors' Report on State Legal Compliance

The Honorable Mayor and City Council
City of Fernley, Nevada

We have audited the financial statements of the City of Fernley, Nevada for the fiscal year ended June 30, 2025 and have issued our report thereon dated November 26, 2025. Our audit also included test work on the City's compliance with selected requirements identified in the State of Nevada Revised Statutes (NRS) including, but not limited to, NRS section 354.624 and section 354.6241.

Management of the City is responsible for the City's compliance with all requirements identified above. Our responsibility is to express an opinion on compliance with those requirements based on our audit and make specific statements regarding funds established and the status of prior year findings and recommendations; accordingly, we make the following statements:

For the fiscal year ended June 30, 2025, the City of Fernley has taken steps to act upon recommendations made in prior years.

The City has established a number of funds in accordance with NRS 354.624 as follows:

Enterprise Funds:

Water Utility Fund
Sewer Utility Fund

Funds whose balance is required to be used only for a specific purpose or carried forward to the succeeding fiscal year in any designated amount:

Special Revenue Funds:

Grants Fund
Municipal Court Administration Fund
Municipal Court Facilities Fund
Transient Lodging Tax Fund

Capital Projects Funds:

Capital Projects Fund
Capital Improvements Fund

The City appears to be using the above listed funds expressly for the purposes for which they were created and in accordance with NRS 354.624 and as per the provisions of NRS 354.6113 for capital projects funds. The funds are being administered in accordance with Generally Accepted Accounting Principles and the reserves, as applicable, appear reasonable and necessary to carry out the purposes of the funds. Sources of revenues available and fund balances and net position are reflected in the individual fund financial statements.

The statutory and regulatory requirements of the funds are as follows:

Water Fund	City Resolution
Sewer Fund	City Resolution
Grants Fund	City Resolution
Municipal Court Administration Fund	NRS 268.4085
Municipal Court Facilities Fund	NRS 176.0611
Transient Lodging Tax Fund	City Ordinance #2009-018
Capital Projects Fund	City Resolution
Capital Improvements Fund	City Resolution

NRS 354.624 requires a schedule of all fees imposed by the City that were subject to the provisions of NRS 354.5989. See the following page for the schedule.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the requirements referred to above occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the City of Fernley complied, in all material respects, with the requirements identified above for the fiscal year ended June 30, 2025.

The purpose of this report is solely to describe the scope of our testing of the applicable compliance requirements identified in the Nevada Revised Statutes (NRS) and the results of that testing based on the state requirements. Accordingly, this report is not suitable for any other purpose.

HintonBurdick, PLLC

St. George, Utah
November 26, 2025

Schedule of Fees Imposed Subject to the Provisions of NRS 354.5989 – Limitation of Fees for Business Licenses

Base revenue:		
Business license revenue for the year ended June 30, 2024	\$	224,129

1. Percentage increase in population of the local government	3.74%	
2. Percentage increase in the Consumer Price Index for the year ending on December 31, next preceding the year for which the limit is being calculated	<u>3.2%</u>	
	6.94%	<u>15,555</u>
Adjusted base at June 30, 2025		<u>\$ 239,684</u>
Actual business license revenue for the year ended June 30, 2025		<u>\$ 232,904</u>

Base revenue:		
Business license revenue for the year ended June 30, 2024	\$	605,978

1. Percentage increase in the Consumer Price Index	3.2%	19,391
Adjusted base at June 30, 2025		\$ 625,369
Actual business license revenue for the year ended June 30, 2025		\$ 629,703

The city implemented a change in calculating business license fees that was effective January 1, 2017. Certain business licenses are now calculated as a fraction or percentage of the gross revenue of the business instead of a flat fixed fee as in previous years.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 17, 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: Motion
Ordinance

AGENDA ITEM:

(For Possible Action) Discussion and possible action regarding 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. First reading of this action was conducted at the December 3rd City Council meeting.

RECOMMENDED MOTION:

"Considering the analysis presented in the staff report and in the application materials, I move to approve and adopt Bill #372, ANX25001, and the annexation petition contained therein."

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:

“Considering the information contained in the application materials and testimony heard during this public hearing, I move to deny Bill #372, ANX25001, and the annexation petition contained therein because I am unable to make the following required findings:
(*State finding and supporting analysis—repeat for each applicable finding*).”

Although no other language is provided, any motion comporting with City Council parliamentary procedures is appropriate.

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 scheduled for December 17th, 2025. Lyon County was notified as part of this second public hearing notification effort and no comments were received.

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

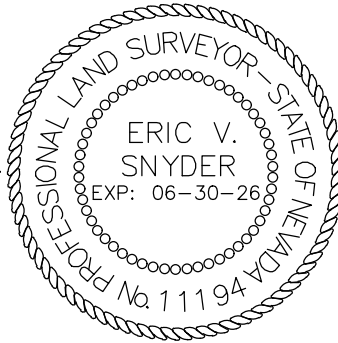
Section 33: SE 1/4; S 1/2 of NE 1/4; NE 1/4 of NE 1/4; NW 1/4 of NE 1/4; E 1/2 of W 1/2

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



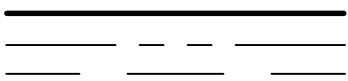
FOUND QUARTER SECTION
CORNER AS NOTED



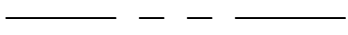
FOUND CLOSING SECTION
CORNER AS NOTED



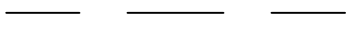
FOUND STANDARD SECTION
CORNER AS NOTED



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'

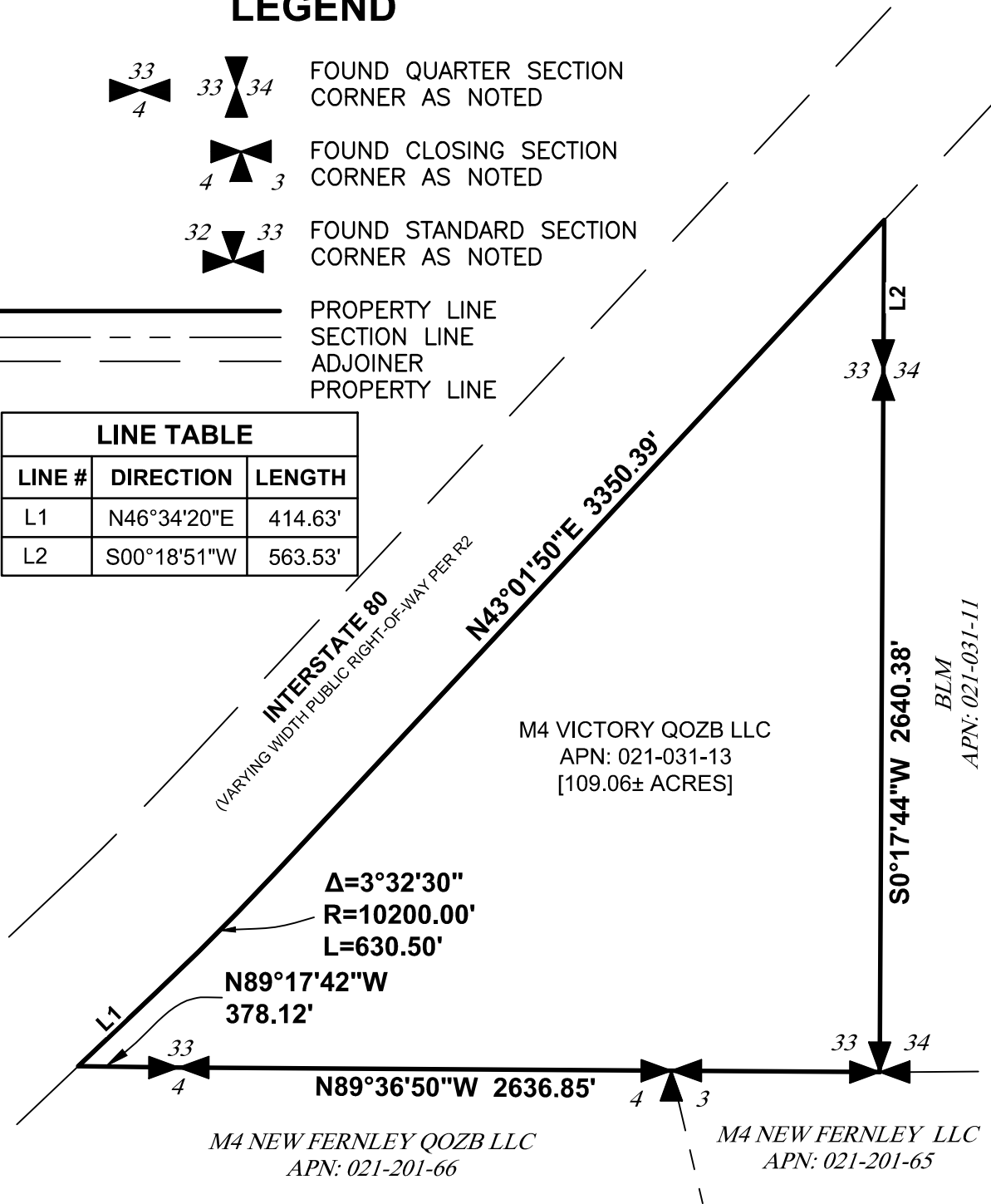


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION FOR
ANNEXATION OF LAND TO THE CITY OF FERNLEY
LYING WITHIN PORTIONS OF NE 1/4, SE 1/4 & SW 1/4 OF
SECTION 33, TOWNSHIP 21 NORTH, RANGE 25 EAST, M.D.M.
FERNLEY, LYON COUNTY, NEVADA

Bowman
1150 CORPORATE BLVD.
RENO, NV 89502

SHEET
1 / OF 1

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

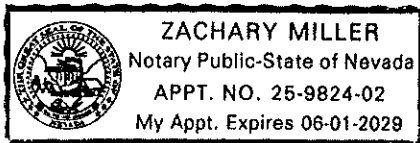
COUNTY OF Washoe)

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

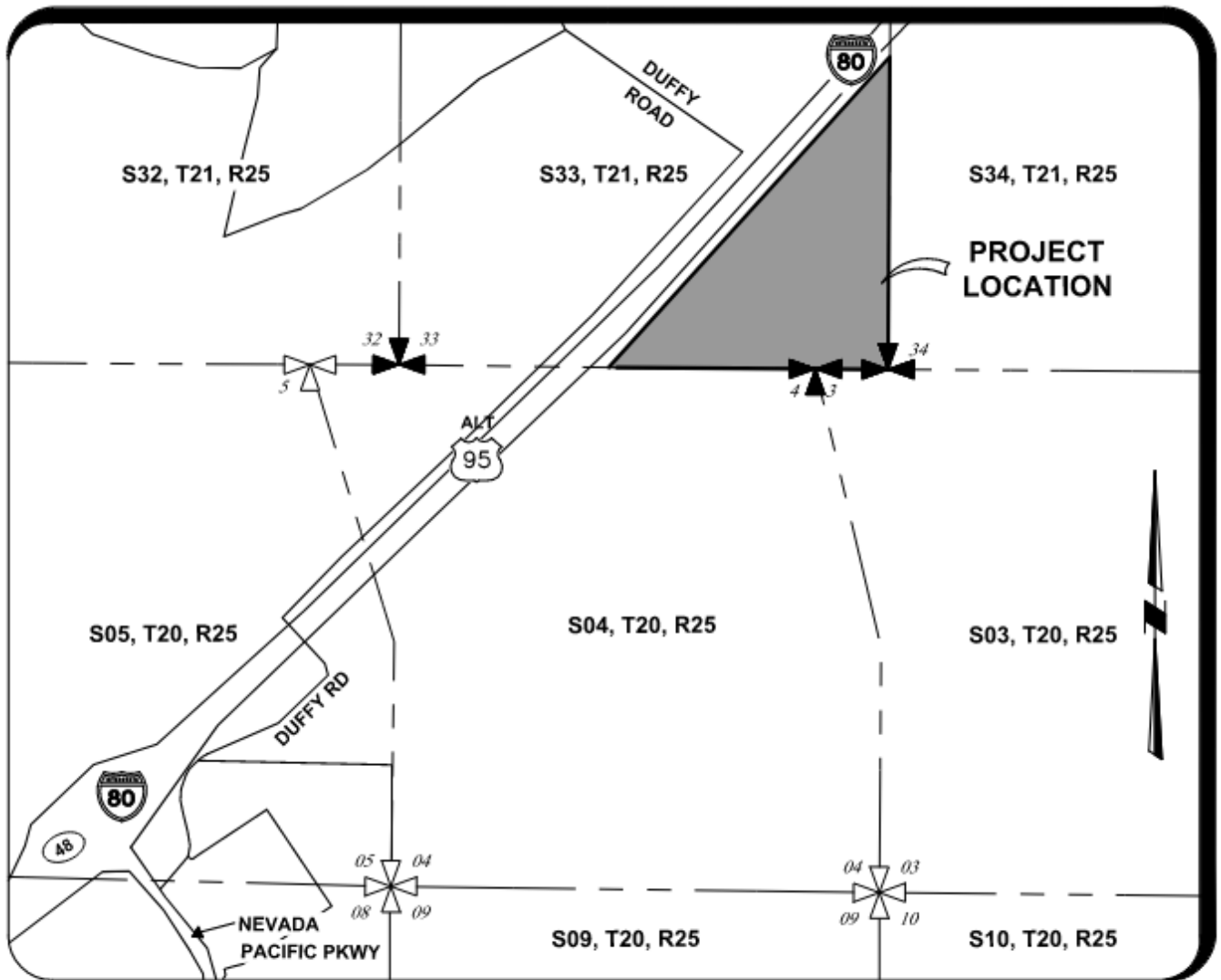
Public, personally appeared Niel Nelson who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the written instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the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

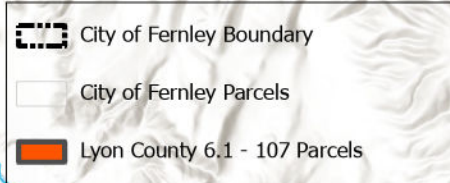


VICINITY MAP
NOT TO SCALE

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

MARK IV POWER PARCEL – ANNEXATION

PROJECT NARRATIVE

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.

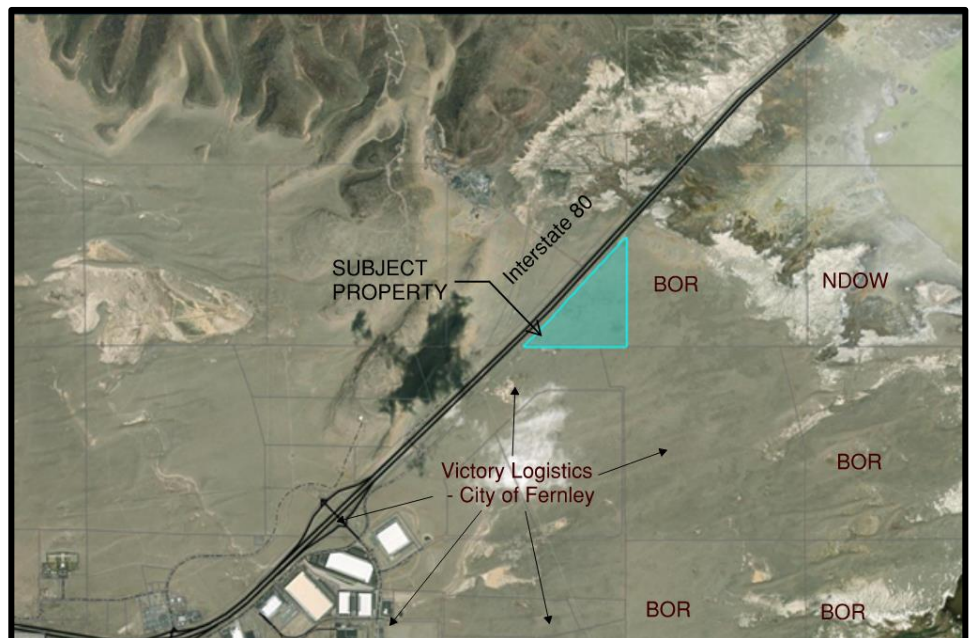
Property Location & Surroundings

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. .

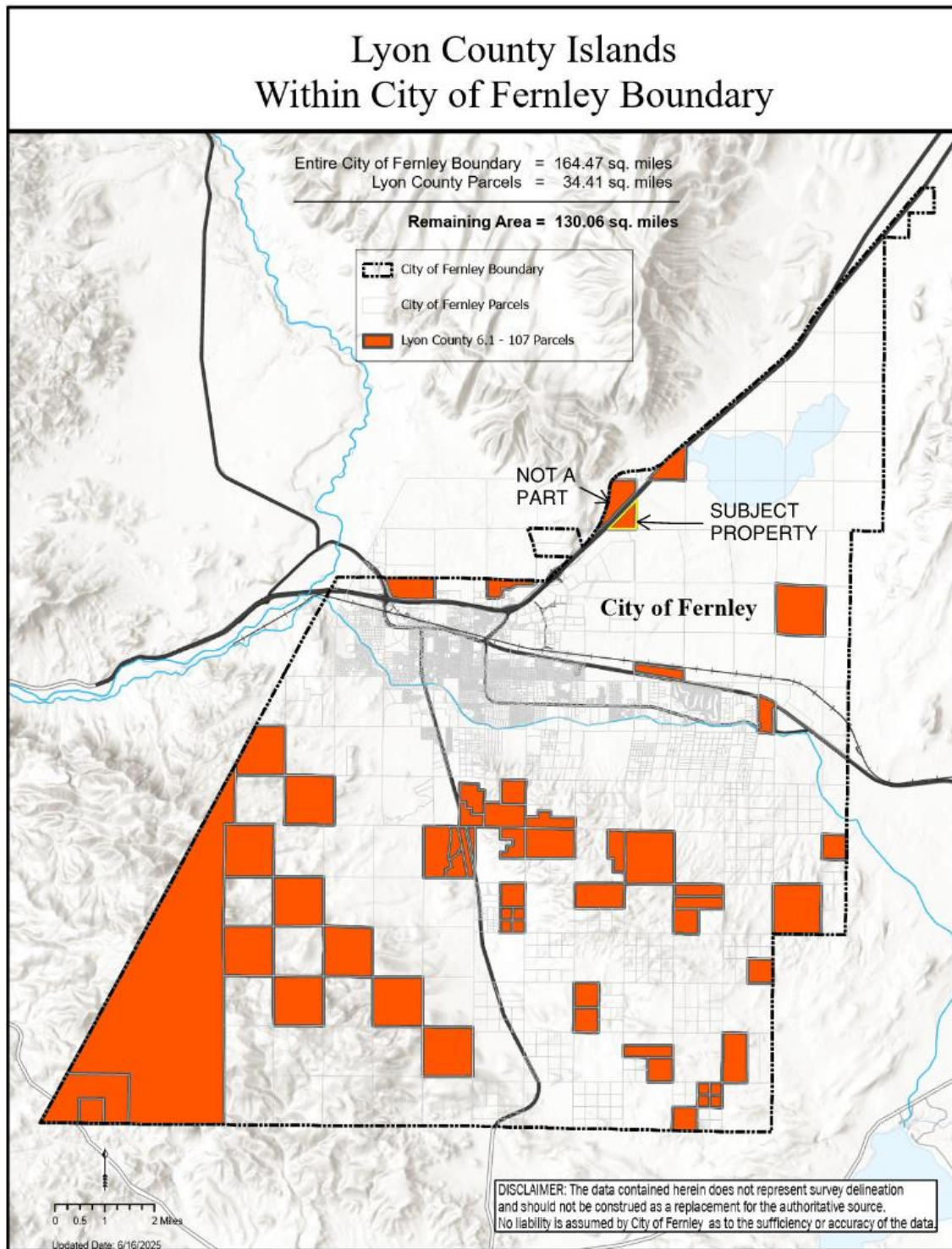
The subject property exists within the recognized City of Fernley boundary area but has not been officially annexed to the City.

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

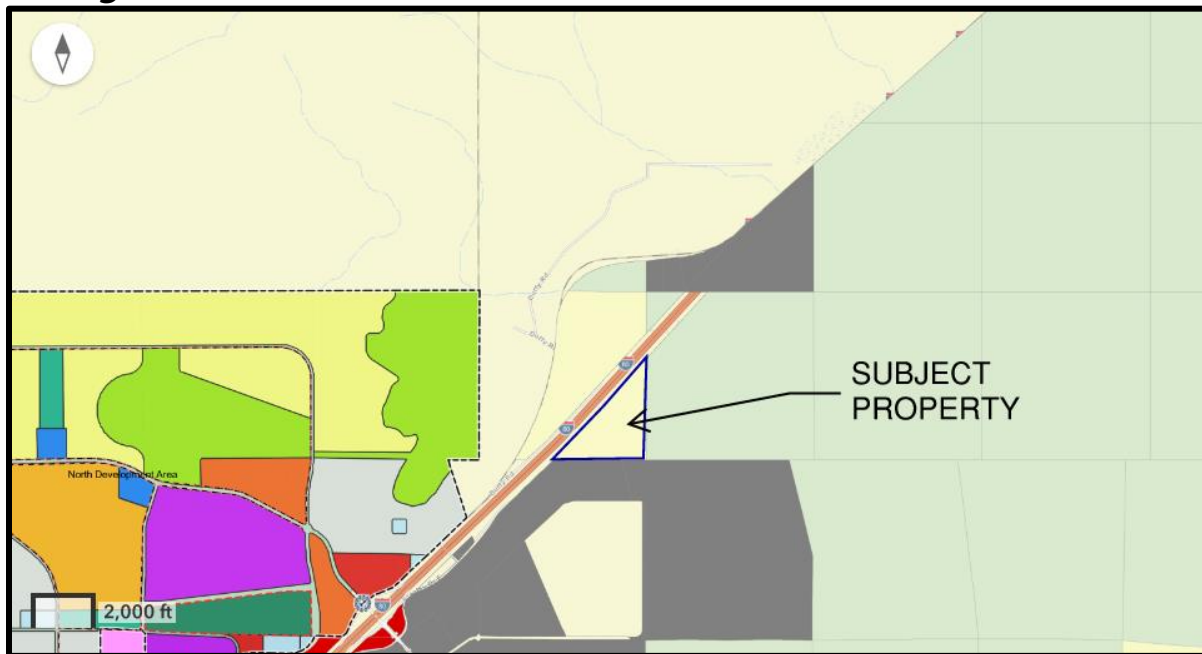
It is requested that this parcel, identified as APN 021-031-13, be annexed into the City of Fernley. In doing so, a more unified development project area is created under the design and development standards of the City of Fernley, while reducing service areas that are non-contiguous to Lyon County and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

Master Plan and Zoning Conformance

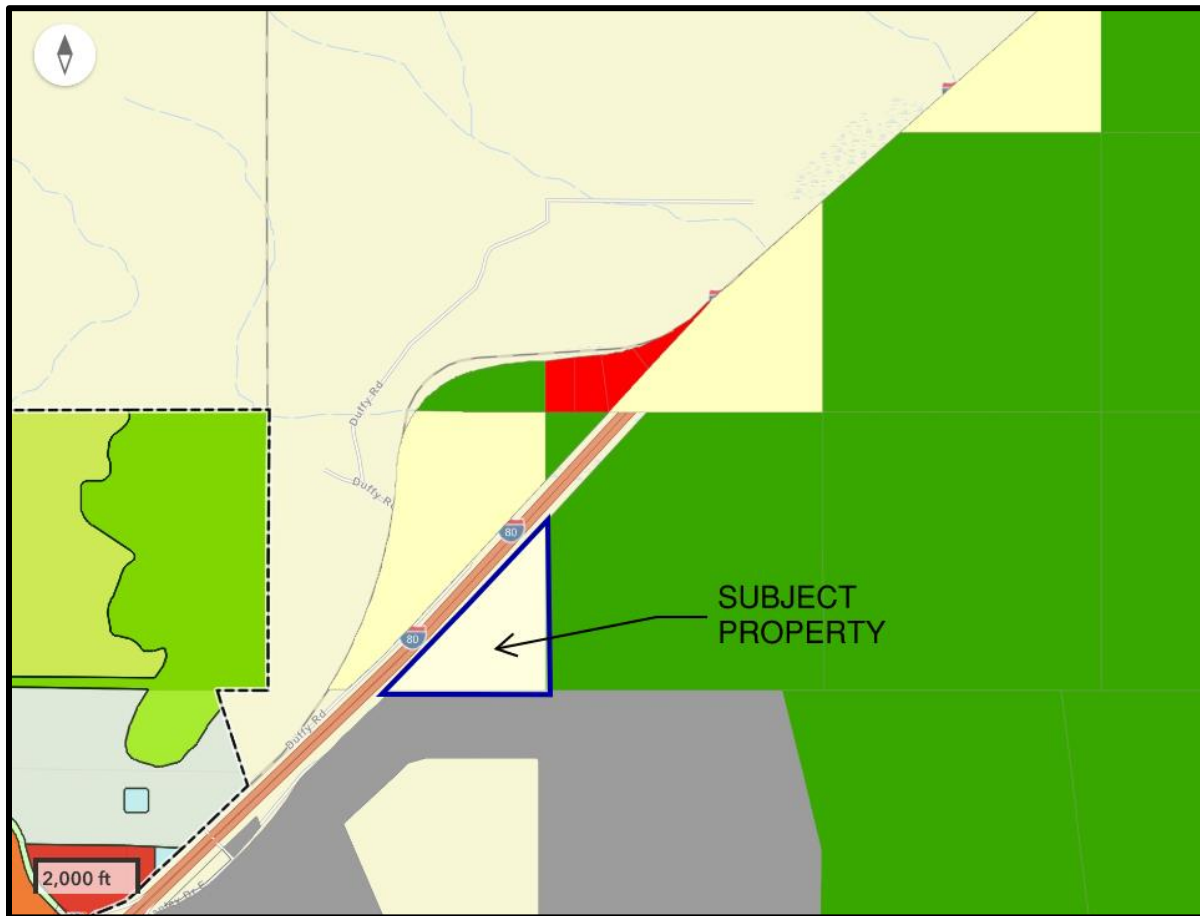
The subject property is master planned Rural Residential (RR) and zoned Rural Residential 5 (RR5). After annexation, the zoning will be the City of Fernley's Zoning Classification of RR5 per table 32.03.040-1 – Zoning Conversion Upon Annexation table in the Fernley Municipal Code.

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

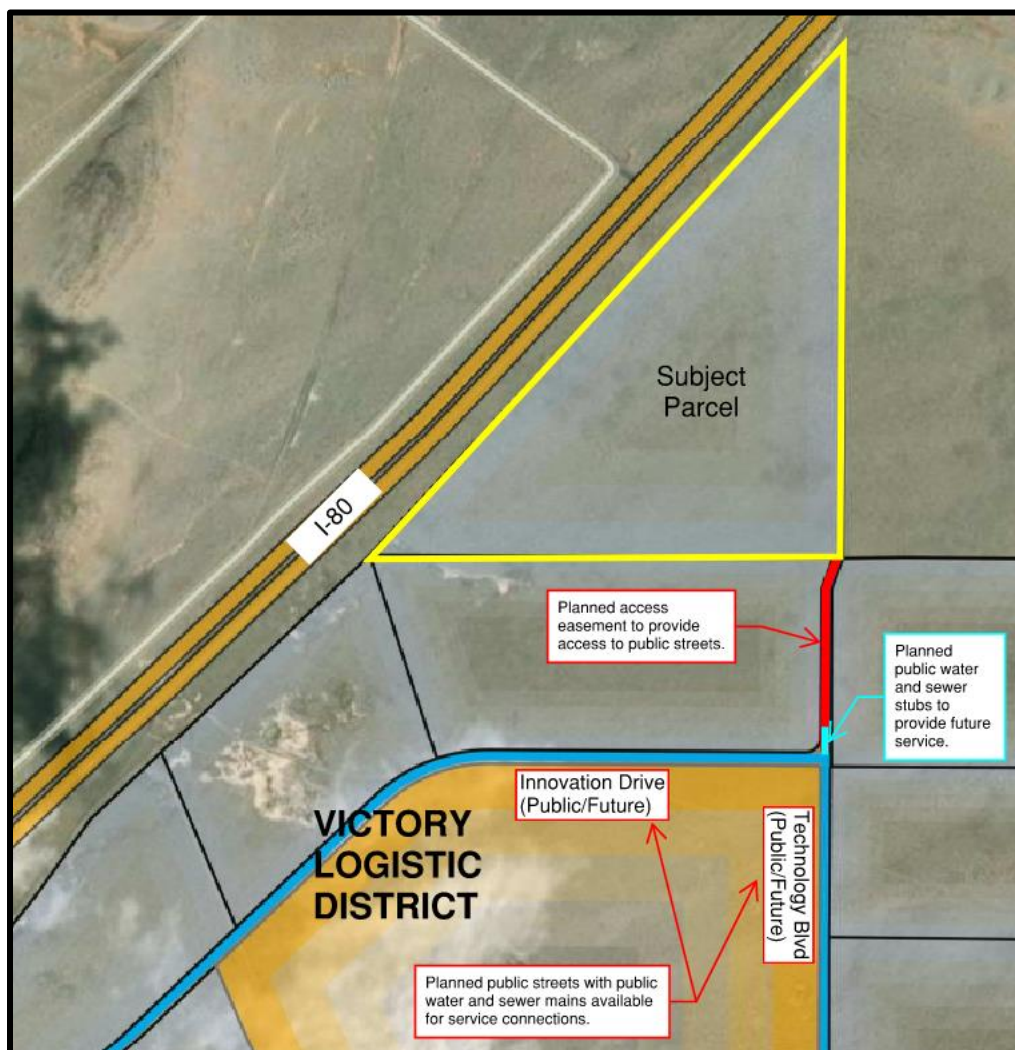
MARK IV POWER PARCEL – ANNEXATION

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	\$ 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	\$ 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	\$ 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	\$ 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	\$ 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	\$ 81,938
EXPENDITURES SUBTOTAL		\$ 108,965	\$ 9,192	\$ 9,375	\$ 9,563	\$ 9,754	\$ 9,949	\$ 10,148	\$ 10,351	\$ 10,558	\$ 10,769	\$ 198,625
CONTINGENCY @ 3%		\$ 3,269	\$ 276	\$ 281	\$ 287	\$ 293	\$ 298	\$ 304	\$ 311	\$ 317	\$ 323	\$ 5,959
EXPENDITURES TOTAL		\$ 112,234	\$ 9,467	\$ 9,657	\$ 9,850	\$ 10,047	\$ 10,248	\$ 10,453	\$ 10,662	\$ 10,875	\$ 11,092	\$ 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	\$ 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>
	Basic City County Relief Tax (BCCRT)
1.75%	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.