



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, January 21, 2026 • 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

Acting City Manager

Lydia Altick

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 Award the Construction Contract for the East WWTP Pond 4A & 4B Relining Project for \$2,486,117

2.5. Possible action to approve a Professional Services Contract with Lumos & Associates for Construction Management, Inspection, and Materials Testing Services for the East WWTP Pond 4A & 4B Relining Project for \$238,400.

2.6. Possible Action to authorize the execution of the water rights banking and dedication agreement between, Gary Oberg and Dolores Oberg, husband and wife, to the City of Fernley, APN 021-092-04 TCID Serial Number 1012-2-D in the amount of 3.69 feet annually.

2.7. For Possible Action to purchase one (1) 1/2-ton, four-wheel drive pickup truck for the City of Fernley's Utilities Department for an amount not to exceed \$40,630.25.

2.8. For Possible Action to purchase one (1) 1/2-ton, four-wheel drive pickup truck for the City of Fernley's Utilities Department for an amount not to exceed \$42,608.25.

2.9. Possible Action to approve an agreement with the Porter Group for government affairs and lobbying services.

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

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

4. PROCLAMATIONS BY THE MAYOR

5. ORDINANCES

5.1. (For Possible Action) Introduction and First Reading of Bill #374 (associated with CA25008) to amend Table 070-1(Residential – Single-Family Density/Intensity Standards) of Section 32.06.070 of the Fernley Development Code to remove the 20' side combined setback for the SF6 zone and make minor grammatical corrections to the section as a whole.

5.2. (For Possible Action) Introduction and first reading of Bill #363 (associated with CA25006) to amend the Fernley Development Code dealing with Day Care to implement the following: 1) Amend Title 32, Chapter 2, Section 030 (Definitions) to update the Definitions of "Child Care Facility" and "Child Care, In Home" and add a definition for Adult Day Care; 2) Amend Title 32, Chapter, 7, Section 150 (Day Care/Child Care) to make minor grammatical corrections and amend Table 32.07.150-1 (Day Care/Child Care Use Standards) to update and expand on development standards; 3) Amend Title 32, Chapter 9, Section 120, Table 32.09.120-2

(Parking Ratios) to make minor grammatical corrections; and 4) Amend Title 32, Chapter 6, Section 150 (Unlisted Uses and Use Table) and amend Table 32.06.150-2 (Use Table) to make minor grammatical corrections, adjust where Day Care uses are allowed, and update required application types to establish this use type in appropriate zoning districts.

- 5.3. Introduction and first reading of Bill #373 associated with CA25007, a request from the Planning Department and City Manager's Office to amend the definitions, use table entries, use standards, and parking supply requirements for the animal services land use as contained in Fernley Municipal Code, Title 32, Chapters 2, 6, 7, and 9 (FMC 32.02.030; FMC 32.06.150, Table 2; FMC 32.07.060; and FMC 32.09.120, Table 2).

6. PRESENTATIONS

- 6.1. Presentation by the Fernley Youth Sports League Committee regarding the Fernley sports fields and future needs.

7. PUBLIC HEARINGS

- 7.1. (For Possible Action) Second reading, public hearing, and possible adoption of Bill #370, an ordinance amending the City of Fernley Development Code, Title 32, Chapter 9, Section 70 (Grading) and Chapter 2, Section 30 (Definitions), to add definitions for "Grubbing," "Standard Grading," and "Engineered Grading," and to clarify grading permit thresholds, slope limitations, erosion and dust control, inspection, bonding, and enforcement requirements (CA25004).

- 7.2. (For Possible Action) Second reading, public hearing, and possible adoption of Bill #371, an ordinance associated with CA25005, a Code Amendment initiated by the City of Fernley to amend Title 32, Chapter 6, Section 150-2 (Use Table) of the Development Code to allow the use of "Recreational Facility, Major" within the I (Industrial) zoning district subject to approval of a Conditional Use Permit.

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

- 8.1. Discussion and possible action regarding canceling the July 1, 2026m City Council Meeting due to City of Fernley 25th Anniversary events. (Councilman Hanan)

9. PUBLIC FORUM

10. ADJOURNMENT

Next Meeting: February 4th @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
AIT ADVANCED INTERPRETING & TRANSLATION									
8498	AIT ADVANCED INTERPRETING & TRANSLATION	2025011A-FMC-	Spanish 25TR00415 & 25TR00239	11/10/2025	160.00	01/09/2026	100-425-330	Prof Serv-Interpreter	1125
8498	AIT ADVANCED INTERPRETING & TRANSLATION	2025012A-FMC-	Spanish 25CR00234, 25CR00233, 25TR00493, 25TR00647	12/01/2025	160.00	01/09/2026	100-425-330	Prof Serv-Interpreter	1225
8498	AIT ADVANCED INTERPRETING & TRANSLATION	2025012B-FMC-	Spanish 25CR00105 & 25TR00486	12/08/2025	160.00	01/09/2026	100-425-330	Prof Serv-Interpreter	1225
8498	AIT ADVANCED INTERPRETING & TRANSLATION	2025012C	Spanish 25TR00766	12/16/2025	160.00	01/09/2026	100-425-330	Prof Serv-Interpreter	1225
8498	AIT ADVANCED INTERPRETING & TRANSLATION	2025012C-FMC-	Spanish 25TR00081 & 25TR00628	12/10/2025	160.00	01/09/2026	100-425-330	Prof Serv-Interpreter	1225
Total 8498:					800.00				
AQUA BACKFLOW, INC									
8934	AQUA BACKFLOW, INC	2026-0003	UT MONTHLY BACKFLOW	01/07/2026	560.50	01/09/2026	510-810-320	Prof Serv-Engineering	126
Total 8934:					560.50				
ARAMARK (VESTIS)									
1895	ARAMARK (VESTIS)	5980346698	shirt contract	12/30/2025	87.83	01/09/2026	100-480-420	Outside Services	1225
1895	ARAMARK (VESTIS)	5980346699	Pants, Mats	12/30/2025	68.51	01/09/2026	100-475-420	Outside Services	1225
1895	ARAMARK (VESTIS)	5980346700	Floor mat service	12/30/2025	32.85	01/09/2026	510-810-420	Outside Services	1225
1895	ARAMARK (VESTIS)	5980348418	PS custodial supplies	01/06/2026	168.87		510-840-420	Outside Services	126
1895	ARAMARK (VESTIS)	5980348426	shirt contract	01/06/2026	87.83	01/09/2026	100-480-420	Outside Services	126
1895	ARAMARK (VESTIS)	5980348427	MAT SERVICE	01/06/2026	107.88	01/09/2026	100-475-420	Outside Services	126
1895	ARAMARK (VESTIS)	5980348428	Floor mats/Clothing	01/06/2026	68.51	01/09/2026	100-475-420	Outside Services	126
1895	ARAMARK (VESTIS)	5980348429	floor mat service	01/06/2026	32.85	01/09/2026	510-810-420	Outside Services	126
1895	ARAMARK (VESTIS)	5980348431	Floor Mats	01/06/2026	214.25	01/09/2026	100-417-420	Outside Services	126
Total 1895:					869.38				
AT&T									
13	AT&T	81650 DEC 25	775-835-8598 165 0	12/26/2025	2,932.07	01/20/2026	100-417-530	Communications	1225
13	AT&T	98670 DEC 25	775-786-2229 867 0	12/20/2025	1,429.62	01/13/2026	100-417-530	Communications	1225
Total 13:					4,361.69				
BIG R OF FERNLEY									
20	BIG R OF FERNLEY	23454/5	Concrete patch, PVC, Scraper, Battey	12/30/2025	62.74	01/09/2026	100-417-600	General Supplies	1225
20	BIG R OF FERNLEY	23456/5	Paint Brush	12/30/2025	32.97	01/09/2026	100-575-600	General Supplies	1225
20	BIG R OF FERNLEY	23461/5	Bolts and scrapers for pump maintenance	12/31/2025	31.21	01/09/2026	520-810-614	Shop Supplies	1225
20	BIG R OF FERNLEY	23462/5	Tape, Hardware, Tools	12/31/2025	45.48	01/09/2026	100-575-600	General Supplies	1225

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
20	BIG R OF FERNLEY	23464/5	lock washers	12/31/2025	1.58	01/09/2026	520-810-614 Shop Supplies	1225
20	BIG R OF FERNLEY	23478/5	work gloves	01/05/2026	45.90	01/09/2026	520-810-616 Safety Supplies	126
20	BIG R OF FERNLEY	23483/5	Paint	01/05/2026	19.98	01/09/2026	100-575-600 General Supplies	126
20	BIG R OF FERNLEY	23484/5	PS oil change supplies	01/05/2026	49.98	01/09/2026	510-840-614 Shop Supplies	126
20	BIG R OF FERNLEY	23485/5	Hitch/Pin	01/05/2026	52.57	01/09/2026	100-575-600 General Supplies	126
20	BIG R OF FERNLEY	23486/5	3/4 inch eye bolts	01/05/2026	59.97	01/09/2026	520-810-600 General Supplies	126
20	BIG R OF FERNLEY	23487/5	5/8 inch eye bolts	01/05/2026	34.47	01/09/2026	520-810-600 General Supplies	126
20	BIG R OF FERNLEY	23493/5	Propane	01/06/2026	341.50	01/09/2026	100-475-623 Propane	126
20	BIG R OF FERNLEY	23494/5	Hose clamp/Splicer	01/06/2026	21.94	01/09/2026	100-475-600 General Supplies	126
20	BIG R OF FERNLEY	23494/5	Propane	01/06/2026	361.93	01/09/2026	100-475-623 Propane	126
20	BIG R OF FERNLEY	23500/5	PS pneumatic system parts	01/07/2026	140.18	01/09/2026	510-840-614 Shop Supplies	126
20	BIG R OF FERNLEY	23501/5	PS Work Boots for Austin Milks	01/07/2026	199.95	01/09/2026	510-840-616 Safety Supplies	126
20	BIG R OF FERNLEY	23505/5	Shovel/hose	01/07/2026	137.77	01/09/2026	100-475-600 General Supplies	126
20	BIG R OF FERNLEY	23506/5	PS Hue Fransen Work Boots	01/07/2026	234.95		510-840-616 Safety Supplies	126
20	BIG R OF FERNLEY	23507/5	PS shop supplies	01/07/2026	65.95		510-840-614 Shop Supplies	126
20	BIG R OF FERNLEY	23518/5	Flat steel, hardware, caulk, paint	01/09/2026	40.01		100-575-600 General Supplies	126
20	BIG R OF FERNLEY	23530/5	Pins/Cables	01/12/2026	20.79		100-475-600 General Supplies	126
Total 20:					2,001.82			
BOARD OF REGENTS								
7447	BOARD OF REGENTS	INV - 24191	GIS with PCI - Special Project UNR Students	12/16/2025	5,000.00	01/09/2026	100-529-320 Prof Serv-Engineering	1225
Total 7447:					5,000.00			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	11087237	Lysol, Wipes, Paper towels, Trashbags	01/02/2026	611.60	01/09/2026	100-417-612 Building Maint Supplies	126
Total 8837:					611.60			
CALIFORNIA STATE CONTROLLERS OFFICE								
8839	CALIFORNIA STATE CONTROLLERS OFFICE	SEP 2025	UNCLAIMED PROPERTY REMITTANCE TO CA	09/30/2025	260.08		510-228201 Unclaimed Deposit Refund Check	925
8839	CALIFORNIA STATE CONTROLLERS OFFICE	SEP 2025	UNCLAIMED PROPERTY REMITTANCE TO CA	09/30/2025	50.00		100-228201 Unclaimed Vendor Check	925
8839	CALIFORNIA STATE CONTROLLERS OFFICE	SEP 2025	UNCLAIMED PROPERTY REMITTANCE TO CA	09/30/2025	221.36		520-228201 Unclaimed Deposit Refund Check	925
Total 8839:					531.44			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	AH5L44C	Monitors for utilities engineers, Brenda and Aaron	01/06/2026	95.70	01/09/2026	510-840-605 Minor Equipment	126
27	CDW GOVERNMENT INC.	AH5L44C	Monitors for utilities engineers, Brenda and Aaron	01/06/2026	191.42	01/09/2026	520-810-605 Minor Equipment	126
27	CDW GOVERNMENT INC.	AH5L44C	Monitors for utilities engineers, Brenda and Aaron	01/06/2026	95.70	01/09/2026	510-810-605 Minor Equipment	126
Total 27:					382.82			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	156824401122125	24401 12/28-1/27/26 355 Cottonwood	12/21/2025	129.98	01/09/2026	100-417-530 Communications	1225
Total 4479:					129.98			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	12/2025	FINANCE-CREDIT CARD PROCESSING FEES 6291057	12/31/2025	1,115.97	12/31/2025	100-415-609 Credit Card Fees	1225
8637	CHASE PAYMENTECH MERCHANT SERVICES	12/2025	SEWER-CREDIT CARD PROCESSING FEES 6181757	12/31/2025	3,268.25	12/31/2025	520-810-609 Credit Card Fees	1225
8637	CHASE PAYMENTECH MERCHANT SERVICES	12/2025	WATER-CREDIT CARD PROCESSING FEES 6181757	12/31/2025	3,268.25	12/31/2025	510-810-609 Credit Card Fees	1225
8637	CHASE PAYMENTECH MERCHANT SERVICES	12/2025	FINANCE-CREDIT CARD PROCESSING FEES 6291058	12/31/2025	85.87	12/31/2025	100-415-609 Credit Card Fees	1225
Total 8637:					7,738.34			
COURTVIEW JUSTICE SOLUTIONS INC								
7341	COURTVIEW JUSTICE SOLUTIONS INC	LNEVADAOC9461	eECMS User Licenses	07/30/2025	12,750.00	01/09/2026	210-425-699 Miscellaneous	725
Total 7341:					12,750.00			
CSG FORTE PAYMENTS, INC								
8996	CSG FORTE PAYMENTS, INC	0014926737	FORTE CC MONTHLY STMT AND PROCESS FEES	12/31/2025	2.50	01/10/2026	100-575-420 Outside Services	1225
8996	CSG FORTE PAYMENTS, INC	0014926737	FORTE CC MONTHLY STMT AND PROCESS FEES	12/31/2025	2.50	01/10/2026	100-417-420 Outside Services	1225
8996	CSG FORTE PAYMENTS, INC	0014926897	FORTE CC MONTHLY STMT AND PROCESS FEES	12/31/2025	2.50	01/10/2026	100-575-420 Outside Services	1225
8996	CSG FORTE PAYMENTS, INC	0014926897	FORTE CC MONTHLY STMT AND PROCESS FEES	12/31/2025	2.50	01/10/2026	100-417-420 Outside Services	1225
Total 8996:					10.00			
DOWL, LLC								
8931	DOWL, LLC	5	Map reviews December 2025	12/31/2025	291.50	01/09/2026	100-228311 Engineering Reimb. (Maps)	1225
8931	DOWL, LLC	7363.30583.01-14	On-Call Engineering Support December 2025	12/31/2025	1,841.00		100-610-320 Prof Serv-Engineering	1225
8931	DOWL, LLC	7363.30583.01-17	WTP MR Reverse Flow Stainless Steel Line - Maintenance	12/31/2025	397.25		510-840-430 Outside Serv-Repair & Maint	1225
8931	DOWL, LLC	7363.30583.01-8	Pond 4A and 4B Plans Review	10/13/2025	599.25	01/09/2026	520-810-320 Prof Serv-Engineering	1025
Total 8931:					3,129.00			
EASY ROOTER								
2386	EASY ROOTER	278217	Home lateral snaked, 935 Green Valley Dr.	12/30/2025	460.00	01/09/2026	520-810-430 Outside Serv-Repair & Maint	1225
Total 2386:					460.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	10526	REIMB FOR TUITION - PLANNING COURSES AT UNR	01/05/2026	2,579.00	01/09/2026	100-610-580 Training	126
8639	EMPLOYEES, CITY OF FERNLEY	MO20260109	EMPLOYEE OF THE QTR - APR-JUN FY25/26	01/09/2026	50.00		100-412-586 Employee Recognition	126
8639	EMPLOYEES, CITY OF FERNLEY	MO20260109	EMPLOYEE OF THE QTR - JAN-MARCH FY25/26	01/09/2026	50.00		100-412-586 Employee Recognition	126
8639	EMPLOYEES, CITY OF FERNLEY	MO20260109	EMPLOYEE OF THE QTR - OCT-DEC FY25/26	01/09/2026	50.00		100-412-586 Employee Recognition	126

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8639:					2,729.00			
EVERON, LLC								
8979	EVERON, LLC	160252932	PS Security system service contract	12/30/2025	946.08	01/09/2026	510-840-420 Outside Services	1225
Total 8979:					946.08			
FASTENAL COMPANY								
4860	FASTENAL COMPANY	NVFER54705	Bolts	01/05/2026	49.79	01/09/2026	520-810-600 General Supplies	126
4860	FASTENAL COMPANY	NVFER54725	5/8 inch bolts	01/06/2026	49.79		520-810-600 General Supplies	126
Total 4860:					99.58			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	26-550040	well pump motor oil	01/05/2026	1,360.06	01/09/2026	510-810-614 Shop Supplies	126
Total 18:					1,360.06			
GOPHER CONSTRUCTION INC								
202	GOPHER CONSTRUCTION INC	37570	Type II Base	01/07/2026	877.30		100-475-600 General Supplies	126
Total 202:					877.30			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	729586981	COMMUNICATIONS JAN 2026	01/01/2026	238.49	01/08/2026	100-417-530 Communications	126
Total 8838:					238.49			
HACH COMPANY								
406	HACH COMPANY	14814881	PS CL17 reagents	01/05/2026	567.75	01/09/2026	510-840-614 Shop Supplies	126
Total 406:					567.75			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111970	Misc. Service Labor	12/23/2025	145.00	01/09/2026	100-615-420 Outside Services	1225
70	HANNEMAN SERVICE	14714	2001 Large Utility Trailer 96321Y Across from 1377 Jenny's L	12/23/2025	55.00	01/09/2026	100-615-420 Outside Services	1225
Total 70:					200.00			
HANSFORD ECONOMIC CONSULTING LLC								
6228	HANSFORD ECONOMIC CONSULTING LLC	912	Fernley Utility Rate Study	01/05/2026	273.75	01/09/2026	510-810-420 Outside Services	126
6228	HANSFORD ECONOMIC CONSULTING LLC	912	Fernley Utility Rate Study	01/05/2026	273.75	01/09/2026	520-810-420 Outside Services	126

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 6228:					547.50			
HAT LTD PARTNERSHIP								
110	HAT LTD PARTNERSHIP	17272436	Temp Manpower S Hedrick W/E 12/21/25	12/24/2025	67.56	01/09/2026	520-810-420 Outside Services	1225
110	HAT LTD PARTNERSHIP	17272436	Temp Manpower S Hedrick W/E 12/21/25	12/24/2025	128.97	01/09/2026	510-810-420 Outside Services	1225
110	HAT LTD PARTNERSHIP	17272436	Temp Manpower S Hedrick W/E 12/21/25	12/24/2025	680.83	01/09/2026	100-416-420 Outside Services	1225
110	HAT LTD PARTNERSHIP	17272664	Temp Manpower S Hedrick W/E 12/28/25	12/31/2025	19.05	01/09/2026	520-810-420 Outside Services	1225
110	HAT LTD PARTNERSHIP	17272664	Temp Manpower S Hedrick W/E 12/28/25	12/31/2025	36.36	01/09/2026	510-810-420 Outside Services	1225
110	HAT LTD PARTNERSHIP	17272664	Temp Manpower S Hedrick W/E 12/28/25 /25	12/31/2025	191.97	01/09/2026	100-416-420 Outside Services	1225
110	HAT LTD PARTNERSHIP	17272855	Temp Manpower S Hedrick W/End 1/4/26	01/07/2026	161.62	01/09/2026	510-810-420 Outside Services	126
110	HAT LTD PARTNERSHIP	17272855	Temp Manpower S Hedrick W/End 1/4/26	01/07/2026	853.17	01/09/2026	100-416-420 Outside Services	126
110	HAT LTD PARTNERSHIP	17272855	Temp Manpower S Hedrick W/End 1/4/26	01/07/2026	84.66	01/09/2026	520-810-420 Outside Services	126
Total 110:					2,224.19			
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-058	3721P GROUP HEALTH INSURANCE	01/01/2026	98,370.63	01/09/2026	100-217000 HEALTH INSURANCE PAYABLE	126
Total 4842:					98,370.63			
IBEW Local 1245								
83	IBEW Local 1245	JAN 2026-1	UNION DUES, ONE HALF OF MONTH	01/09/2026	1,601.12	01/09/2026	100-219900 OTHER PAYROLL PAYABLES	126
Total 83:					1,601.12			
INTERCEPT INC								
9054	INTERCEPT INC	10137	Steven Williams - Indigent	11/04/2025	130.00	01/09/2026	100-425-341 Pretrial Services Program	1125
Total 9054:					130.00			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	JAN 2026-1	W/HOLD TAX PAYABLE, PAYROLL	01/09/2026	32,072.55	01/09/2026	100-212000 FEDERAL WITHHOLDING PAYAB	126
7879	INTERNAL REVENUE SERVICE	JAN 2026-1	MED TAX PAYABLE, PAYROLL	01/09/2026	8,280.98	01/09/2026	100-211000 FICA PAYABLE	126
7879	INTERNAL REVENUE SERVICE	JAN 2026-1	FICA TAX PAYABLE, PAYROLL	01/09/2026	231.88	01/09/2026	100-211000 FICA PAYABLE	126
7879	INTERNAL REVENUE SERVICE	JAN 2026-1 TERM	W/HOLD TAX PAYABLE, PAYROLL	01/12/2026	2,846.27	01/13/2026	100-212000 FEDERAL WITHHOLDING PAYAB	126
7879	INTERNAL REVENUE SERVICE	JAN 2026-1 TERM	MED TAX PAYABLE, PAYROLL	01/12/2026	384.88	01/13/2026	100-211000 FICA PAYABLE	126
Total 7879:					43,816.56			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	893059-IN	oil for fleet	01/05/2026	93.55	01/09/2026	100-480-610 Automotive Supplies	126

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 4329:					93.55			
INTERWEST CONSULTING GROUP, INC								
9035	INTERWEST CONSULTING GROUP, INC	3054796	Consultant work for code enforcement code change	12/31/2025	6,670.00	01/09/2026	100-615-420 Outside Services	1225
Total 9035:					6,670.00			
KIMLEY-HORN AND ASSOCIATES, INC.								
8715	KIMLEY-HORN AND ASSOCIATES, INC.	192100009-1225	South Area Plan	12/31/2025	25,253.65	01/09/2026	100-610-322 Prof Serv-Other	1225
8715	KIMLEY-HORN AND ASSOCIATES, INC.	34395960	CIP/Impact Fee Study	12/31/2025	3,650.00	01/09/2026	100-610-322 Prof Serv-Other	1225
8715	KIMLEY-HORN AND ASSOCIATES, INC.	34395961	Infrastructure Plan	12/31/2025	33,626.44	01/09/2026	100-610-322 Prof Serv-Other	1225
Total 8715:					62,530.09			
KOCH ELEVATOR CO.								
8751	KOCH ELEVATOR CO.	446339	Prev. Maintenance Elevator	01/07/2026	269.27	01/09/2026	100-417-430 Outside Serv-Repair & Maint	126
Total 8751:					269.27			
LICKETY SPLIT EXPRESS WASH, LLC								
9051	LICKETY SPLIT EXPRESS WASH, LLC	#13 UTIL BILL DEC 25	1 truck wash	12/31/2025	11.00	01/09/2026	510-810-420 Outside Services	1225
9051	LICKETY SPLIT EXPRESS WASH, LLC	#4 WD DEC 25	1 truck wash	12/31/2025	11.00	01/09/2026	510-810-420 Outside Services	1225
9051	LICKETY SPLIT EXPRESS WASH, LLC	#9 WTP DEC 25	1 truck wash	12/31/2025	11.00	01/09/2026	510-840-420 Outside Services	1225
Total 9051:					33.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	76171	PS repair and maintenance supplies	12/30/2025	111.61		510-840-614 Shop Supplies	1225
7650	LOWES CREDIT SERVICES	77997	Paint	12/31/2025	217.55		100-417-600 General Supplies	1225
7650	LOWES CREDIT SERVICES	81027	Boxes	01/02/2026	14.65		100-417-600 General Supplies	126
7650	LOWES CREDIT SERVICES	86571	Electrical connection materials	01/05/2026	90.44		520-810-600 General Supplies	126
7650	LOWES CREDIT SERVICES	87011	PS Compressor	01/05/2026	691.60		510-840-614 Shop Supplies	126
7650	LOWES CREDIT SERVICES	87017	Shovel, Rake	01/05/2026	87.32		100-475-600 General Supplies	126
7650	LOWES CREDIT SERVICES	87816	PS Ladder	01/06/2026	303.05		510-840-614 Shop Supplies	126
7650	LOWES CREDIT SERVICES	88169	Lumber	01/06/2026	87.24		100-417-600 General Supplies	126
7650	LOWES CREDIT SERVICES	89560	Kordell - Screwdriver set, leather work gloves, magnetic bowl,	11/03/2025	129.59		520-810-600 General Supplies	126
7650	LOWES CREDIT SERVICES	89560	Kordell - Screwdriver set, leather work gloves, magnetic bowl,	11/03/2025	64.79		510-840-600 General Supplies	126
7650	LOWES CREDIT SERVICES	89560	Kordell - Screwdriver set, leather work gloves, magnetic bowl,	11/03/2025	64.79		510-810-600 General Supplies	126
7650	LOWES CREDIT SERVICES	89586	Tarp, Lumber, Hardware	01/07/2026	226.29		100-417-600 General Supplies	126
7650	LOWES CREDIT SERVICES	89586	Marking Paint/Tools	01/07/2026	48.93		100-528-600 General Supplies	126
7650	LOWES CREDIT SERVICES	91128	Paint/Extension Ladder, Wall Clips	01/08/2026	436.94		100-417-600 General Supplies	126
7650	LOWES CREDIT SERVICES	95172	Door knob, Battery, hangers	12/22/2025	41.27		100-417-600 General Supplies	1225
7650	LOWES CREDIT SERVICES	970779-PZLUBS	knee pad	12/09/2025	32.44		520-810-614 Shop Supplies	1225

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7650	LOWES CREDIT SERVICES	97697	LED Bulbs	01/12/2026	59.79		100-417-612 Building Maint Supplies	126
7650	LOWES CREDIT SERVICES	983718-QAIHKH	WWTP gate remotes	12/16/2025	53.16		520-810-600 General Supplies	1225
7650	LOWES CREDIT SERVICES	991130-PYXICR	Heaters for lift station headworks	12/04/2025	75.96		520-810-614 Shop Supplies	1225
7650	LOWES CREDIT SERVICES	991602	Xmas Decor	12/04/2025	33.59		100-417-600 General Supplies	1225
Total 7650:					2,871.00			
LP INSURANCE SERVICES, INC								
8746	LP INSURANCE SERVICES, INC	1121539	Policy EB FEE FEB 2026	02/01/2026	2,500.00		100-413-322 Prof Serv-Other	226
Total 8746:					2,500.00			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	12/25	Road Tax (RCT) payable to Lyon County	12/31/2025	46,000.00	01/09/2026	100-227010 Road RCT Payable to County	1225
106	LYON COUNTY CLERK/TREASURER	Dec 2025	1% Admin fee (kept by city)	12/31/2025	736.00-	01/09/2026	100-330-450 Administration Fees	1225
106	LYON COUNTY CLERK/TREASURER	Dec 2025	School Tax (RCT) payable to Lyon County	12/31/2025	73,600.00	01/09/2026	100-227015 School RCT Payble to County	1225
106	LYON COUNTY CLERK/TREASURER	TLT Dec 25	Transient Lodging Tax	12/31/2025	3,343.42	01/09/2026	225-227010 TLT Payable to County	1225
Total 106:					122,207.42			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	129012	Portable Restroom Maintenance	01/01/2026	128.33	01/09/2026	100-575-430 Outside Serv-Repair & Maint	126
8509	MARSHALL'S SEPTIC CARE	129013	Portable Restroom Maintenance	01/01/2026	128.33	01/09/2026	100-575-430 Outside Serv-Repair & Maint	126
8509	MARSHALL'S SEPTIC CARE	129014	Portable Restroom Maintenance	01/01/2026	551.65	01/09/2026	100-575-430 Outside Serv-Repair & Maint	126
8509	MARSHALL'S SEPTIC CARE	128854	PS residual solids hauling (1 tank)	12/23/2025	29,587.74	01/09/2026	510-840-426 Outside Serv-Septic	1225
8509	MARSHALL'S SEPTIC CARE	129015	Portable Restroom Maintenance	01/01/2026	220.66	01/09/2026	100-575-430 Outside Serv-Repair & Maint	126
8509	MARSHALL'S SEPTIC CARE	129016	Portable Restroom Maintenance	01/01/2026	220.66	01/09/2026	100-575-430 Outside Serv-Repair & Maint	126
8509	MARSHALL'S SEPTIC CARE	129017	Portable Restroom Maintenance	01/01/2026	118.33	01/09/2026	100-575-430 Outside Serv-Repair & Maint	126
8509	MARSHALL'S SEPTIC CARE	129018	Portable Restroom Maintenance	01/01/2026	118.33	01/09/2026	100-417-430 Outside Serv-Repair & Maint	126
Total 8509:					31,074.03			
MCDONALD CARANO								
322	MCDONALD CARANO	12515237	outside legal planning	12/31/2025	2,047.50	01/09/2026	100-414-310 Prof Serv-Legal	1225
Total 322:					2,047.50			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	010226	OVERPAYMENT ON BUSINESS LICENSE RENEWAL ACCT	01/02/2026	200.00	01/09/2026	100-320-100 Business License Fees	126
1111	MISCELLANEOUS ONE TIME VENDOR	10226	OVERPAYMENT ON BUSINESS LICENSE RENEWAL ACCT	01/02/2026	246.10	01/09/2026	100-320-100 Business License Fees	126
1111	MISCELLANEOUS ONE TIME VENDOR	10726	REIMB FOR CITY MANAGER CANDIDATE TRAVEL FLIGHT	01/07/2026	297.36	01/07/2026	100-413-420 Outside Services	126
1111	MISCELLANEOUS ONE TIME VENDOR	10726	REIMB FOR CITY MANAGER CANDIDATE TRAVEL RENTA	01/07/2026	72.61	01/07/2026	100-413-420 Outside Services	126
1111	MISCELLANEOUS ONE TIME VENDOR	10726	REIMB FOR CITY MANAGER CANDIDATE TRAVEL HOTEL	01/07/2026	224.61	01/07/2026	100-413-420 Outside Services	126
1111	MISCELLANEOUS ONE TIME VENDOR	253420235	ZONING VERIFICATION LETTER- REFUND	12/30/2025	156.00	01/09/2026	100-320-210 Planning and Zoning Fees	1225

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 1111:					1,196.68			
MME - MUNICIPAL MAINTENANCE EQUIP								
6635	MME - MUNICIPAL MAINTENANCE EQUIP	44955	2025 Ford Transit Van CCTV Insp System V4022-WW	12/30/2025	399,771.59	01/09/2026	520-165100 Maintenance Equipment	1225
6635	MME - MUNICIPAL MAINTENANCE EQUIP	45024	High psi water gun for vaccon	12/29/2025	302.33	01/09/2026	510-810-605 Minor Equipment	1225
6635	MME - MUNICIPAL MAINTENANCE EQUIP	45078	Suction hose for boom on vaccon	12/31/2025	633.59	01/09/2026	510-810-610 Automotive Supplies	1225
Total 6635:					400,707.51			
MOUNTAIN ALARM								
8814	MOUNTAIN ALARM	7532509	Monitoring maintenance	01/01/2026	461.01	01/09/2026	100-417-430 Outside Serv-Repair & Maint	126
Total 8814:					461.01			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	84728410	binder for office	12/26/2025	26.11	01/09/2026	510-810-601 Office Supplies	1225
Total 115:					26.11			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	441795	RTV gasket maker	12/30/2025	7.99	01/09/2026	520-810-600 General Supplies	1225
58	NAPA AUTO & TRUCK PARTS	442114	gasket material	01/06/2026	25.99	01/09/2026	520-810-600 General Supplies	126
58	NAPA AUTO & TRUCK PARTS	442265	PARTS FOR FLEET	01/09/2026	85.73		100-480-610 Automotive Supplies	126
58	NAPA AUTO & TRUCK PARTS	442389	FUEL LINE FOR FLEET	01/12/2026	17.90		100-480-610 Automotive Supplies	126
Total 58:					137.61			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Dec 25	Transient Lodging Tax	12/31/2025	2,006.05	01/09/2026	225-227015 TLT Payable to State	1225
Total 6378:					2,006.05			
NOBO; NV ORG OF BUILDING OFFICIALS								
8535	NOBO; NV ORG OF BUILDING OFFICIALS	227	Membership for Building Officials	01/02/2026	150.00	01/09/2026	100-605-581 Dues and Memberships	126
Total 8535:					150.00			
NORTHERN NEVADA INTERNATIONAL CENTER								
8844	NORTHERN NEVADA INTERNATIONAL CENTER	8233	Marshallese 25CR00004	12/15/2025	300.00	01/09/2026	100-425-330 Prof Serv-Interpreter	1225
Total 8844:					300.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
NV ENERGY								
167	NV ENERGY	13818 DEC 25	34596405113818 ACH	12/29/2025	38.40	01/15/2026	100-475-622 Electricity	1225
167	NV ENERGY	13924 DEC 25	48768108113924 ACH	12/29/2025	37.54	01/15/2026	100-475-622 Electricity	1225
167	NV ENERGY	26445 DEC 25	34596505226445 ACH	12/27/2025	4,095.29	01/14/2026	510-840-622 Electricity	1225
167	NV ENERGY	28458 DEC 25	34596505228458 ACH	12/27/2025	8,371.46	01/14/2026	510-840-622 Electricity	1225
167	NV ENERGY	29499 JAN 26	1000213677906929499 ACH	12/31/2025	57.08	01/20/2026	100-475-622 Electricity	1225
167	NV ENERGY	30672 DEC 25	213677908230672 ACH	12/29/2025	45.79	01/15/2026	100-575-622 Electricity	1225
167	NV ENERGY	71493 DEC 25	271223607571493 ACH	12/29/2025	45.44	01/15/2026	100-475-622 Electricity	1225
167	NV ENERGY	79481 DEC 25	82190405179481 ACH	12/29/2025	74.98	01/15/2026	520-810-622 Electricity	1225
167	NV ENERGY	97731 DEC 25	213677908197731 ACH	12/29/2025	47.97	01/15/2026	100-575-622 Electricity	1225
Total 167:					12,813.95			
OFFICE DEPOT								
133	OFFICE DEPOT	449601270001	UT PRINTER TONER	12/30/2025	346.99	01/09/2026	510-810-601 Office Supplies	1225
133	OFFICE DEPOT	449601270001	UT PRINTER TONER	12/30/2025	346.99	01/09/2026	520-810-601 Office Supplies	1225
133	OFFICE DEPOT	450459258002	Office supplies- sharpener	01/05/2026	9.23	01/09/2026	100-610-601 Office Supplies	126
133	OFFICE DEPOT	450705837001	Batteries and Post Its	12/18/2025	43.68	01/09/2026	100-610-601 Office Supplies	1225
133	OFFICE DEPOT	450706328001	Pen Refills	12/18/2025	14.99	01/09/2026	100-417-601 Office Supplies	1225
133	OFFICE DEPOT	452130156001	Wall Calendar's and Keyboard Self Service Window	12/18/2025	59.23	01/09/2026	510-810-601 Office Supplies	1225
133	OFFICE DEPOT	453404327001	Office chairs for Barry's office, calendars, mouse pad	12/31/2025	881.82	01/09/2026	100-417-601 Office Supplies	1225
133	OFFICE DEPOT	453404536001	Button Cell Batteries	12/31/2025	59.00	01/09/2026	100-417-600 General Supplies	1225
Total 133:					1,761.93			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-387922	instrument cluster for animal control	12/11/2025	533.20	01/09/2026	100-480-610 Automotive Supplies	1225
6230	O'REILLY AUTO PARTS	3599-388069	PARTS FOR FIRE DEPT.	12/12/2025	432.96	01/09/2026	100-126000 Intergovernmental Receivable	1225
6230	O'REILLY AUTO PARTS	3599-389079	core return credit	12/19/2025	300.00-	01/09/2026	100-126000 Intergovernmental Receivable	1225
6230	O'REILLY AUTO PARTS	3599-390840	def pump for streets ford dump truck	01/02/2026	312.83	01/09/2026	100-480-610 Automotive Supplies	126
6230	O'REILLY AUTO PARTS	3599-390939	vgt actuator for fire dept.	01/02/2026	1,329.00	01/09/2026	100-126000 Intergovernmental Receivable	126
6230	O'REILLY AUTO PARTS	3599-391328	core return credit	01/05/2026	150.00-	01/09/2026	100-480-610 Automotive Supplies	126
Total 6230:					2,157.99			
PACIFIC OFFICE AUTOMATION								
8929	PACIFIC OFFICE AUTOMATION	7R03362-4	Utilities Billing Printer	01/05/2026	117.50	01/09/2026	510-840-550 Printing and Postage	126
8929	PACIFIC OFFICE AUTOMATION	7R03362-4	Utilities Billing Printer	01/05/2026	117.50	01/09/2026	510-810-550 Printing and Postage	126
8929	PACIFIC OFFICE AUTOMATION	7R03362-4	Utilities Billing Printer	01/05/2026	235.00	01/09/2026	520-810-550 Printing and Postage	126
8929	PACIFIC OFFICE AUTOMATION	7R03490-2	Clerk Lg Scanner	01/05/2026	364.97	01/09/2026	100-416-441 Rentals	126
8929	PACIFIC OFFICE AUTOMATION	7R03490-2	Bldg Lg Scanner	01/05/2026	364.97	01/09/2026	100-605-441 Rentals	126
Total 8929:					1,199.94			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
PACIFIC STATES COMMUNICATIONS								
1325	PACIFIC STATES COMMUNICATIONS	509150	Internet - Set up and configuration	07/01/2025	270.00	01/09/2026	100-418-342 Tech Services-Other	725
Total 1325:					270.00			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5291399	Shred Bin December 2025	12/10/2025	16.50	01/09/2026	100-425-322 Prof Serv-Other	1225
8876	PACIFIC STORAGE COMPANY	5295284	Shred Services	01/07/2026	99.00	01/09/2026	100-416-420 Outside Services	126
8876	PACIFIC STORAGE COMPANY	5295285	Shred Bin January 2026	01/07/2026	16.50		100-425-322 Prof Serv-Other	126
Total 8876:					132.00			
PRIMO BRANDS								
4688	PRIMO BRANDS	6A8730273253	water service	01/08/2026	193.36	01/09/2026	510-810-420 Outside Services	126
Total 4688:					193.36			
RANGER INDUSTRIES LLC								
9110	RANGER INDUSTRIES LLC	1023244	SILVER COINS FOR JULY 4TH CELEBRATION FUNDRAISE	01/02/2026	14,675.00	01/02/2026	100-412-650 Community Support	126
Total 9110:					14,675.00			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	7489998	Bill #372 Adopted	12/31/2025	92.52	01/09/2026	100-416-540 Advertising	1225
152	RENO GAZETTE JOURNAL	7490036	Legal ads - December 2025	12/31/2025	205.20	01/09/2026	100-610-540 Advertising	1225
Total 152:					297.72			
SECRETARY OF STATE NEVADA								
1872	SECRETARY OF STATE NEVADA	1626	NOTARY ONLINE TRAINING CLASS FEE L. WARNER	01/06/2026	45.00		100-610-580 Training	126
Total 1872:					45.00			
SHAPE INCORPORATED								
9037	SHAPE INCORPORATED	59673B46774	Three additional E-Ones	12/30/2025	11,460.00	01/09/2026	520-810-615 E-One Supplies	1225
9037	SHAPE INCORPORATED	60511B46776	Three E-ones	12/30/2025	11,920.00	01/09/2026	520-810-615 E-One Supplies	1225
Total 9037:					23,380.00			
SIERRA ELECTRONICS								
161	SIERRA ELECTRONICS	AR53316	SAFTEY LIGHTS FOR BUILDING DEPARTMENT'S SUV #50	12/24/2025	3,431.23	01/09/2026	100-480-420 Outside Services	1225
Total 161:					3,431.23			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
SIERRA NEVADA CONSTRUCTION INC									
287	SIERRA NEVADA CONSTRUCTION INC	14371	6"" patch repair on Farm District/Jenny's	12/16/2025	37,007.00	01/09/2026	520-810-430	Outside Serv-Repair & Maint	1225
Total 287:					37,007.00				
SILVER STATE ANALYTICAL LABORATORIES									
7856	SILVER STATE ANALYTICAL LABORATORIES	RN337649	WWTP Samples	01/05/2026	534.00	01/09/2026	520-810-423	Outside Serv-Analytical	126
Total 7856:					534.00				
SOUTHWEST GAS CORP									
204	SOUTHWEST GAS CORP	40647 DEC 25	910005040647 ACH	12/22/2025	1,883.68	01/12/2026	100-417-621	Natural Gas	1225
204	SOUTHWEST GAS CORP	49385 DEC 25	910004749385 ACH	12/30/2025	679.40	01/20/2026	510-810-621	Natural Gas	1225
Total 204:					2,563.08				
STATE COLLECTION & DISB. UNIT (SCaDU)									
176	STATE COLLECTION & DISB. UNIT (SCaDU)	JAN 2026-1	CHILD SUPPORT	01/09/2026	590.76	01/09/2026	100-219900	OTHER PAYROLL PAYABLES	126
176	STATE COLLECTION & DISB. UNIT (SCaDU)	JAN 2026-1	CHILD SUPPORT	01/09/2026	319.84	01/09/2026	100-219900	OTHER PAYROLL PAYABLES	126
Total 176:					910.60				
TAP MASTER, INC.									
8640	TAP MASTER, INC.	1225-84	Two 12"" Valve Insertion & 8"" Valve Insertion	12/16/2025	79,196.00	01/09/2026	510-166100	Construction In Progress	1225
Total 8640:					79,196.00				
THREE VETERANS ENTERPRISES LLC									
9111	THREE VETERANS ENTERPRISES LLC	510	Class B CDL for J. Hatch	01/05/2026	3,500.00		100-475-580	Training	126
Total 9111:					3,500.00				
TITAN ELECTRICAL CONTRACTING INC									
6548	TITAN ELECTRICAL CONTRACTING INC	13120	Photocell Repair, Chisholm & Hwy 95	12/22/2025	329.00	01/09/2026	100-475-422	Outside Serv-Traf Light Maint	1225
6548	TITAN ELECTRICAL CONTRACTING INC	13124	Gridsmart Main Repair, Newlands	12/23/2025	2,064.00	01/09/2026	100-475-422	Outside Serv-Traf Light Maint	1225
Total 6548:					2,393.00				
ULTIMATE AIR, INC.									
8575	ULTIMATE AIR, INC.	8436	complete filter replacement	12/10/2025	1,351.20		100-417-424	Outside Serv-HVAC	1225
8575	ULTIMATE AIR, INC.	8487	Inducer replacement on unit	01/09/2026	1,211.27		100-417-424	Outside Serv-HVAC	126
Total 8575:					2,562.47				

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
USA BLUEBOOK								
464	USA BLUEBOOK	INV00927538	Hit and run - 955 jessica lane drinking water sample station	01/07/2026	580.65	01/09/2026	510-810-614 Shop Supplies	126
Total 464:					580.65			
UTILITY DEPOSITS								
2202	UTILITY DEPOSITS	117494.16	CREDIT REFUND	12/31/2025	105.67	01/09/2026	010-115100 Cash Clearing-Utilities	1225
2202	UTILITY DEPOSITS	11749416	SEWER DEPOSIT REFUND	12/01/2025	46.05	01/09/2026	520-228200 Customer Deposits	1225
2202	UTILITY DEPOSITS	13511311	SEWER DEPOSIT REFUND	12/30/2025	32.51	01/09/2026	520-228200 Customer Deposits	1225
2202	UTILITY DEPOSITS	13927603	SEWER DEPOSIT REFUND	12/30/2025	48.59	01/09/2026	520-228200 Customer Deposits	1225
2202	UTILITY DEPOSITS	13927703	SEWER DEPOSIT REFUND	12/18/2025	80.00	01/09/2026	520-228200 Customer Deposits	1225
2202	UTILITY DEPOSITS	13927703	WATER DEPOSIT REFUND	12/18/2025	21.79	01/09/2026	510-228200 Customer Deposits	1225
2202	UTILITY DEPOSITS	13936603	CREDIT REFUND	01/07/2026	101.65	01/09/2026	010-115100 Cash Clearing-Utilities	126
2202	UTILITY DEPOSITS	16576808	CREDIT REFUND	12/30/2025	154.91	01/09/2026	010-115100 Cash Clearing-Utilities	1225
2202	UTILITY DEPOSITS	16631407	SEWER DEPOSIT REFUND	12/30/2025	48.59	01/09/2026	520-228200 Customer Deposits	1225
2202	UTILITY DEPOSITS	16759510	CREDIT REFUND	12/17/2025	33.33	01/09/2026	010-115100 Cash Clearing-Utilities	1225
2202	UTILITY DEPOSITS	169814.01	CREDIT REFUND	12/31/2025	111.65	01/09/2026	010-115100 Cash Clearing-Utilities	1225
2202	UTILITY DEPOSITS	16981401	SEWER DEPOSIT REFUND	12/11/2025	7.28	01/09/2026	520-228200 Customer Deposits	1225
2202	UTILITY DEPOSITS	2134823	SEWER DEPOSIT REFUND	12/19/2025	80.00	01/09/2026	520-228200 Customer Deposits	1225
2202	UTILITY DEPOSITS	2134823	WATER DEPOSIT REFUND	12/19/2025	8.68	01/09/2026	510-228200 Customer Deposits	1225
2202	UTILITY DEPOSITS	21851103	SEWER DEPOSIT REFUND	12/30/2025	36.53	01/09/2026	520-228200 Customer Deposits	1225
2202	UTILITY DEPOSITS	21859510	WATER DEPOSIT REFUND	12/19/2025	12.70	01/09/2026	510-228200 Customer Deposits	1225
2202	UTILITY DEPOSITS	21859510	SEWER DEPOSIT REFUND	12/19/2025	80.00	01/09/2026	520-228200 Customer Deposits	1225
2202	UTILITY DEPOSITS	21988201	SEWER DEPOSIT REFUND	12/19/2025	80.00	01/09/2026	520-228200 Customer Deposits	1225
2202	UTILITY DEPOSITS	21988201	WATER DEPOSIT REFUND	12/19/2025	5.38	01/09/2026	510-228200 Customer Deposits	1225
2202	UTILITY DEPOSITS	30501611	WATER DEPOSIT REFUND	12/04/2025	1,588.02	01/09/2026	510-228200 Customer Deposits	1225
2202	UTILITY DEPOSITS	30987802	WATER DEPOSIT REFUND	12/04/2025	1,141.80	01/09/2026	510-228200 Customer Deposits	1225
2202	UTILITY DEPOSITS	6813010	SEWER DEPOSIT REFUND	12/01/2025	38.01	01/09/2026	520-228200 Customer Deposits	1225
2202	UTILITY DEPOSITS	8277012	WATER DEPOSIT REFUND	12/23/2025	70.87	01/09/2026	510-228200 Customer Deposits	1225
2202	UTILITY DEPOSITS	8451516	CREDIT REFUND	12/30/2025	31.20	01/09/2026	010-115100 Cash Clearing-Utilities	1225
2202	UTILITY DEPOSITS	84516.16	SEWER DEPOSIT REFUND	12/29/2025	80.00	01/09/2026	520-228200 Customer Deposits	1225
2202	UTILITY DEPOSITS	84516.16	WATER DEPOSIT REFUND	12/29/2025	75.00	01/09/2026	510-228200 Customer Deposits	1225
Total 2202:					4,120.21			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	JAN 2026-1	ROTH IRA	01/09/2026	240.00	01/09/2026	100-215000 457 PAYABLE	126
8591	VOYA FINANCIAL	JAN 2026-1	DEFERRED COMPENSATION, 457	01/09/2026	5,504.61	01/09/2026	100-215000 457 PAYABLE	126
Total 8591:					5,744.61			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	25001 JAN 26	6-82646-25001	01/02/2026	863.16	01/09/2026	100-475-412 Utility Serv-Refuse	126
447	WASTE MANAGEMENT	33001 JAN 26	11-60772-33001	01/06/2026	153.36	01/09/2026	100-417-412 Utility Serv-Refuse	126

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
447	WASTE MANAGEMENT	33005 JAN 26	11-60745-33005	01/06/2026	40.72	01/09/2026	510-840-412 Utility Serv-Refuse	126
447	WASTE MANAGEMENT	33009 JAN 26	11-60774-33009	01/06/2026	125.46	01/09/2026	510-810-412 Utility Serv-Refuse	126
447	WASTE MANAGEMENT	43003 JAN 26	11-60760-43003	01/06/2026	62.75		520-810-412 Utility Serv-Refuse	126
447	WASTE MANAGEMENT	65007 JAN 26	6-82641-65007	01/02/2026	370.55	01/09/2026	100-575-412 Utility Serv-Refuse	126
447	WASTE MANAGEMENT	95009 JAN 26	8-29467-95009	01/02/2026	448.45	01/09/2026	100-575-412 Utility Serv-Refuse	126
Total 447:					2,064.45			
WEDCO								
3350	WEDCO	S100212052.001	Aerator cable and connectors	12/17/2025	3,304.05	01/09/2026	520-810-614 Shop Supplies	1225
3350	WEDCO	S100212527.001	Pipe threading machine for Electrician	12/17/2025	1,859.37	01/09/2026	510-810-605 Minor Equipment	1225
3350	WEDCO	S100212527.001	Pipe threading machine for Electrician	12/17/2025	1,859.37	01/09/2026	510-840-605 Minor Equipment	1225
3350	WEDCO	S100212527.001	Pipe threading machine for Electrician	12/17/2025	3,718.75	01/09/2026	520-810-605 Minor Equipment	1225
Total 3350:					10,741.54			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	DEC 2025	SUPPLEMENTAL INSURANCE	12/01/2025	90.35		100-218100 Western Insurance Payable	1225
881	WESTERN INSURANCE SPECIALTIES	JAN 2026	SUPPLEMENTAL INSURANCE	01/01/2026	90.35		100-218100 Western Insurance Payable	126
Total 881:					180.70			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	12083211	pipe and adapter fittings	01/05/2026	885.32		520-810-600 General Supplies	126
Total 195:					885.32			
XPRESS BILL PAY LLC								
2468	XPRESS BILL PAY LLC	12/2025	CREDIT CARD PROCESSING FEES- SEWER	12/31/2025	2,820.56	01/05/2026	520-810-609 Credit Card Fees	1225
2468	XPRESS BILL PAY LLC	12/2025	CREDIT CARD PROCESSING FEES- WATER	12/31/2025	2,820.57	01/05/2026	510-810-609 Credit Card Fees	1225
Total 2468:					5,641.13			
Grand Totals:					1,047,308.54			

Dated: _____

Mayor: _____

City Treasurer: _____

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

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
JANUARY 7, 2026**

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, HR Manager Mitzi Carter, City Treasurer Robert Carson, City Clerk Kim Swanson, Deputy City Clerk Sandy Harris, Building Inspector Charity Birkel, Planning Director Michele Rambo, Associate Planner Treston Rodriguez, Public Works Director Barry Williams, Utilities Director Seong Kim. **Absent:** Acting City Manager Lydia Altick.

1.3. Public Forum

Lowell Patton, President of Main Street Fernley, gave an update on the "Drive to It, Not Thru It" campaign. They were awarded a \$32,000 grant from Nevada Main Street and the Governor's Office of Economic Development for a project at the Main Street Art Park. They are going to put in a metal art gazebo. That grant also includes geotechnical reporting, grading reporting, and drainage reporting allowing future improvements to the west side of the park. They closed out their 2024 grant, which was for the crosswalk at the end of Silver Lace across to the west end of the Main Street Art Park. They have the 2026 Facade Grant Program open.

Bill Willsie thanked the candidates that are going to be interviewed for the City Manager's position for showing an interest in the city and coming and presenting themselves.

Tammy Dittman thanked Public Works Director Barry Williams for keeping her informed about hydrants.

John Reichlein expressed concerns regarding the Carson Truckee Irrigation District's practice of piling up muck that was dredged from the canal and placed along the edge of the dikes. He asked the City Council to make concerted efforts to have this procedure terminated as soon as possible with Truckee Carson Irrigation District. He also asked for periodic updates on the status of the canal.

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA. **Action:** Approved, **Moved by:** Councilman Stan Lau, **Seconded by:** Councilwoman Felicity Zoberiski. **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

2.4. Possible action to approve a Professional Services Contract with Taney Engineering for the development of a Comprehensive Request for Proposals (RFP) for Surface Water Plant Improvements for a total cost of \$25,000.

2.5. Possible Action to authorize the execution of the water rights banking and dedication agreement between, Jose Ogana Castillo and Joseline Paule Castillo, in their capacity as Trustees of the 2022 Jose O. & Joseline P. Castillo Trust dated 2/25/2022 and the City of Fernley, APN 021-111-47 and 021-111-48 TCID serial numbers 1022-2 and 1022-2-D in the amount of 4.5 acre feet annually.

2.6. Possible discussion and action to approve the award of the annual 2025-2026 Annual Materials Supplier Contract to Western Nevada Supplier in an amount not to exceed the unit pricing listed in the attached inventory pricing list.

2.7. Possible Action to Approve the Mayor's Appointments to various Boards and Committees.

Mayor's appointments:

Capital Improvement Committee - Councilman Hanan, Councilwoman Zoberski

Nevada League of Cities - Councilwoman Zoberski, City Attorney's Office, Councilman Torres

Western Nevada Development District - Mayor, Acting City Manager Lydia Altick, Councilman Torres, Alternate Councilman Mendoza.

Lyon County Room Tax Board - Councilman Mendoza, Alternate Councilman Hanan

Neighborhood Watch Representative - There is no committee, so we are disbanding.

Art & Culture Committee - Councilwoman Zoberski, April Homme

Northern Nevada Development Authority - Mayor, Councilman Torres, Councilman Mendoza, Alternate Councilwoman Zoberski

Regional Transportation Commission - Councilman Torres, Alternate Councilman Hanan

STEM Committee - Councilman Hanan, Alternate Councilwoman Zoberski

Motion: I MOVE TO APPROVE THE COMMITTEES AND SELECTIONS AS STATED. **Action:** Approved, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

2.8. Possible Action to Adopt Resolution 25-017, appointing Ryan Hanan as Mayor Pro Tem for a one-year term expiring December 31, 2026

Motion: I MOVE TO APPROVE THE CONSENT AGENDA WITH 2.8 REMOVED. COUNCILWOMAN ZOBERSKI HAS AGREED TO DO TWO-YEAR TERM FOR MAYOR PRO TEM. **Action:** Approved, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

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

Chief Deputy Brantingham, Lyon County Sheriff's Office, gave an update on the preparation of the annual reports. He reported there was an incident on December 28 with a gentleman throwing rocks at businesses. He was apprehended and taken into custody for 5 counts of destruction of property. New Year's Eve was peaceful.

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

City Clerk Kim Swanson announced that Sandy Harris has been promoted to Deputy City Clerk.

4. PROCLAMATIONS BY THE MAYOR

None at this time

5. ORDINANCES

5.1. (For Possible Action) - Introduction and first reading of Bill #371 in association with CA25005, a Code Amendment initiated by the City of Fernley to amend Title 32, Chapter 6, Section 150-2 (Use Table) of the Development Code to allow the use of "Recreational Facility, Major" in the I (Industrial) zoning district with a Conditional Use Permit.

Treston Rodriguez, Associate Planner, presented the first reading of Bill #371

5.2. (For Possible Action) Introduction and first reading of a request from the Planning Department to amend the City of Fernley Development Code, Title 32, Chapter 9, Section 70 (Grading) and Chapter 2, Section 30 (Definitions), to add definitions for "Grubbing," "Standard Grading," and "Engineered Grading," and to clarify grading permit thresholds, slope limitations, erosion and dust control, inspection, bonding, and enforcement requirements (Bill #370, CA25004).

Treston Rodriguez, Associate Planner, presented the first reading of Bill #370.

5.3. For Possible Action: Introduction and first reading of Bill #375, a Code Amendment initiated by City Councilman Torres to amend Title 2, Chapter 2, Section 4 (Powers and duties of the city manager (b) Exceptions to authority; updating the evaluation process.

Aaron Mouritsen, City Attorney, presented the first reading for Bill #375.

6. STAFF REPORTS

6.1. (For Possible Action) Interviews and consideration of the three (3) candidates for the City Manager position, and possible appointment of an applicant for the City Manager position. The Council may consider the character and professional competence of the following candidates for the City Manager position: Sean Grayson, Amy Stephenson, and Andy Ramirez.

Eric VonSavage, CPS HR Consulting, stated that they are a joint power authority that specializes in the public sector, and they were contracted by the City of Fernley to assist with the city manager search. He provided the Council with a packet for each candidate which included the candidate's profile, their resume, and additional information that they provided in the screening process. He introduced the candidates, Andy Ramirez and Amy Stephenson.

The Council asked Andy Ramirez a series of questions.

Mayor Neal E. McIntyre called for a break - 6:00–6:09.

The Council asked Amy Stephenson a series of questions.

Mayor Neal E. McIntyre called for a break - 6:24 - 7:24

After the break, Mayor McIntyre thanked Amy Stephenson and Andrew Ramirez for the interview process and stated he will not be bringing either of the candidates forward for the City Manager position.

6.2. Discussion and Possible Action to negotiate and approve the offer letter with the selected city manager candidate.

Not addressed.

7. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

7.1. Discussion and possible action regarding canceling the July 1, 2026, City Council Meeting due to City of Fernley 25th Anniversary events. (Councilman Hanan)

Councilman Ryan Hanan asked to table his to the next meeting.

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

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Mayor Neal E. McIntyre stated now we will be looking at some of the other candidates that applied for the City Manager position and see if they're still interested. Council has asked the Mayor to try to form a committee that would be apprised of the Sheriff, Chief Bunn of North Lyon Fire, and maybe a councilperson out of Sparks or the Mayor from Fallon or some other dignitary people who might bring a different conception, different prospective to the interview process of the next candidates that come forward. CPS HR will be working on that.

9. PUBLIC FORUM

Patty Palmer expressed her concern about the possible closing of the other fire station. She asked if there was anything the City could do.

10. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 7:29 pm.

Approved by the Fernley City Council on January 21, 2026, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: January 21, 2026

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:

520-166100

ACTION REQUESTED: Consent

AGENDA ITEM:

Consideration and Possible Action to Award the Construction Contract for the East WWTP Pond 4A & 4B Relining Project for \$2,486,117

AGENDA ITEM BRIEF:

City staff is requesting City Council approval to award the construction contract for the East Wastewater Treatment Plant (WWTP) Pond 4A & 4B Relining Project to Aspen Developers, the lowest responsive and responsible bidder, in the amount of \$2,486,117.00. This project will remove the existing pond liners, complete necessary earthwork, and install new geo-membrane liners and associated appurtenances to restore proper wastewater containment at the East WWTP.

Bids were publicly opened on November 19, 2025, in accordance with NRS 338 requirements for public works construction projects.

RECOMMENDED MOTION:

"I move to approve the award of the construction contract for the East WWTP Pond 4A & 4B Relining Project to Aspen Developers in the amount of \$2,486,117, and authorize the Utilities Department to execute the agreement to carry out the project."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

1. Approve the award as recommended.
2. Reject all bids and direct staff to rebid the project.
3. Provide additional direction to staff.

BACKGROUND:

Ponds 4A and 4B at the East WWTP require relining to maintain regulatory compliance and ensure reliable wastewater treatment operations. The project includes dewatering, sludge drying and removal, liner removal, compaction work, installation of geo-textile and HDPE liner materials, trenching, ballast installation, and replacement of various pond penetrations and safety appurtenances.

The design engineer, Lumos & Associates, issued a formal Recommendation of Award to Aspen Developers following the bid opening. According to the recommendation letter dated November 25, 2025, two bids were received, and Aspen Developers submitted the lowest bid of \$2,486,117. Their bid was deemed complete, and the firm is identified as a Nevada-licensed contractor in good standing.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

The recommended award amount of \$2,486,117.00 is available in the Wastewater Capital Improvement budget under the East WWTP Pond 4A & 4B Relining project.

ATTACHMENTS:

1. O_EWWTP Ponds 4A 4B Relining Contract Packet
2. PWP-LY-2026-070_East WWTP Pond 4A & 4B Relining_Recommendation for Award_11.25.2025
3. PWP-LY-2026-070_East WWTP Pond 4A & 4B Relining_Bid Tabulation_11.19.2025

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Fernley ("Owner") and
Aspen Developers Corp. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents.*

The Work generally includes but is not limited to: dewatering, sludge drying, removal and disposal, removal of existing HDPE lining system, minor grading, subgrade preparation, and installation of new HDPE lining system for both ponds. Additional ancillary items including but not limited to life buoy stands, anchor trenches, pipe boots, ballast tubes, and escape ladders are also proposed.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: East WWTP Ponds 4A & 4B Relining Project

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Lumos & Associates, Inc.

3.02 The Owner has retained Lumos & Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **126** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **143** days after the date when the Contract Times commence to run.

B. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$2,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. **95** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 4, inclusive).
 - 4. Other bonds. None
 - 5. General Conditions (pages 1 to 71, inclusive). (not attached but incorporated by reference).
 - 6. Supplementary Conditions (pages 1 to 13, inclusive). (not attached but incorporated by reference).
 - 7. 2026 Prevailing Wage Rates: Northern Nevada Rural Counties (not attached but incorporated by reference).
 - 8. Provisions of Nevada Revised Statute Chapter 338 (00521)
 - 9. City of Fernley Division of Safety Form (00522)
 - 10. Specifications as listed in the table of contents of the Project Manual including Appendix A. (not attached but incorporated by reference).
 - 11. Drawings (not attached but incorporated by reference).
 - 12. Addenda (numbers 1 to 2, inclusive). (not attached but incorporated by reference).
 - 13. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (00410-1 thru 7, 00440-1 thru 3, and 00450-1)
 - 14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee® and Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through the Supplementary Conditions.
- B. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, P.L. 93-112, as amended, the age discrimination Act of 1975 and any relevant program-specific regulations (including those with anti-discrimination requirements), and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity or expression, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions). Such agreement shall include, but not be limited to the following: 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on January 8, 2026 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

(Authorized Signature)

(Authorized Signature)

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: Mayor

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: City Clerk

Title: _____

Address for giving notices:

Address for giving notices:

City of Fernley

595 Silver Lace Boulevard

Fernley, NV 89408

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

++END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ++

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER: **City of Fernley**
595 Silver Lace Blvd
Fernley, NV 89408

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*: **East WWTP Ponds 4A & 4B Relining Project – Fernley, Nevada**

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed

by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to

be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

++END OF PERFORMANCE BOND++

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER: **City of Fernley**
595 Silver Lace Blvd
Fernley, NV 89408

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*: **East WWTP Ponds 4A & 4B Relining Project – Fernley, Nevada**

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

++END OF PAYMENT BOND++

PROVISIONS OF NEVADA REVISED STATUTE CHAPTER 338

I. WAGE SCALE

In accordance with the provisions of NRS 338.020 and NRS 338.030, the OWNER has ascertained from the Labor Commissioner the hourly and daily rate of currently prevailing wages at the location of the work. CONTRACTOR shall pay to the OWNER ten dollars (\$10.00) for each workman employed for each calendar day or portion thereof that such workman is paid less than the designated rate for any work done under the Contract by him or by any subcontractor under him. And such payment to the OWNER may be withheld and retained from sums due pursuant to this Contract, all as more particularly provided in NRS 338.

II RECORDS

CONTRACTOR and each subcontractor shall keep or cause to be kept an accurate record showing (a) the names and occupations of all workmen employed by him in connection with the work, and (b) the actual per diem wages and benefits paid each of such workmen. The Records shall be open all reasonable hours to the inspection of representatives of the OWNER.

III FAIR EMPLOYMENT OPPORTUNITIES

- a) 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, color, creed, national origin, sex, sexual orientation, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions). Such agreement shall include, but not be limited to the following: 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 apprenticeship.
- b) CONTRACTOR further agrees to insert provisions (a) above in all subcontractors hereunder, except subcontracts for standard commercial supplies or raw materials.
- c) Any breach of the foregoing provision by a CONTRACTOR shall constitute a material breach of Contract.

IV LABOR COMMISSIONER'S REPORT

CONTRACTOR shall report to the Labor Commissioner of the State of Nevada the name and address of each subcontractor whom he engages for work on the project within ten (10) days after subcontractor commences work on the Contract.

Acknowledged: _____
Contractor

Date: _____

**CITY OF FERNLEY
DIVISION OF SAFETY**

1. The CONTRACTOR shall be solely and entirely responsible for compliance with all applicable provisions of OSHA and Chapter 618 of the Nevada Revised Statutes in the construction practices for all employees directly engaged in the completion of this project.
2. The CONTRACTOR will be solely and entirely responsible for the conditions at the job site, including the safety of all persons and property during the performance of the work according to generally accepted construction practices.
3. All work shall conform to the Standard Specifications for Public Works as used by the City of Fernley and Lyon County.
4. CONTRACTOR shall notify City of Fernley Engineering Division 48 hours prior to the start of construction.
5. CONTRACTOR shall comply with the host employer (City of Fernley) safety program. CONTRACTOR is responsible for reviewing the host employer's safety program. CONTRACTOR, at the pre-construction meeting, shall furnish the City of Fernley with safety records from the last three-year period and a copy of its own company safety program.

City of Fernley Representative

Date

Contractor

Company Name

Date

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>10/30/25</u>
<u>2</u>	<u>11/12/25</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Bidder shall include a signed/dated copy of each Addenda listed above in the bid submittal.

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder is aware that Project funding is being provided in whole or in part by the City of Fernley.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s).

BID SCHEDULE – BASE BID					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
1	Mobilization and Demobilization	LS	1	120,000	120,000
2	Dewatering, Sludge Drying & Removal	CY	9,000	108.00	972,000
3	Remove and Dispose of Existing Pond Liner	SF	388,200	0.40	155,280
4	Earthwork - Scarifying and Recompacting	SF	388,200	0.30	116,460
5	Furnish and Install Geotextile	SF	428,000	0.19	81,320
6	Furnish and Install 2' Wide Geocomposite Strips	SF	64,600	1.56	100,776
7	Furnish and Install 60-mil HDPE Liner	SF	428,000	0.56	239,680
8	Side Slope Anchor Trenches	LF	3,460	17.50	60,550
9	Ballast Trenches	LF	1,050	169.62	178,101
10	Ballast Tubes along Pond Perimeter	LF	1,590	14.30	22,737
11	Pipe Boots for Pond Penetrations	EA	16	910.00	14,560
12	Air Vents	EA	164	58.00	9,512

BID SCHEDULE – BASE BID					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
13	Emergency Escape Ladders	EA	4	1,500	6,000
14	Pond Level Gauges	EA	2	2,000	4,000
15	Textured 60-mil HDPE Access Road Rub Sheet	SF	13,580	0.95	12,901
16	Aggregate Base Fill	CY	200	176.20	35,640
17	Life Buoy Stands	EA	18	1,800	32,400
18	Reroute Existing Conduit Conflicting with Anchor Trench (Contingent)	LS	1	11,000	11,000
19	Remove and Replace 5' of Existing Pipe at Penetrations for New Boot Connection (Contingent)	EA	4	3,300	13,200
20	Force Account (Contingency)	LS	1	\$300,000	300,000
Total BASE BID Price (Sum of Items 1 through 20)					\$ 2,486,117

TOTAL SUM FOR BASE BID (in written form)

two million four hundred eighty six thousand one hundred seventeen
and zero Cents Dollars

- 5.02 Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bid item clarifications are located in Summary of Work Section 01110 of the Technical Specifications.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Material Suppliers;
- D. Affidavit of Preferential Bidder Status and Preference Bidding Certification Uniform Affidavit of Certification;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license prior to award of the contract;
- F. Bidder Qualifications as described in the statement of qualifications;
- G. Subcontractor Qualifications as described in the statement of qualifications

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Aspen Developers Corp.

By:

[Signature]



[Printed name]

Kurt Matzoll

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date: 11/19/2025

Address for giving notices:

2340 East 5th Street

Reno, Nevada 89512

Telephone Number: 775-786-3310

Fax Number: 775-786-0790

Contact Name and e-mail address: Kurt Matzoll

Kurt@aspendevs.com

Bidder's/Contractors

License No.: 55758A

++END OF BID FORM++

LIST OF PROPOSED SUBCONTRACTORS

Is the Bidder going to utilize any subcontractors in excess of five percent of the total amount pursuant to NRS 338.141 1 (b) shown in the base Bid amount (*circle one*)? Yes No

If "No", list the name and address of the Bidder (Prime Contractor) who will be performing the Work under this Contract:

If "Yes", then each Bidder shall list below the name and business address of each subcontractor who will perform Work or render service under this Contract in or about the construction of the improvement, or a Subcontractor licensed by the State of Nevada who specially fabricates and installs a portion of the Work or improvement according to the Contract Documents, and shall also list the portion of the Work which will be done by such Subcontractor. Bidder shall also list himself as completing all other work not specifically indicated as being done by a subcontractor in the space indicated.

	Prime Contractor's Name and License #
FOR ANY WORK NOT SPECIFICALLY LISTED IN ITEMS 1-8 BELOW, EXCEPT THOSE NOT REQUIRED TO BE LISTED PER NRS 338.141, THE BIDDER (PRIME CONTRACTOR) SHALL LIST HIS NAME ON THE RIGHT.	<u>Aspen Developers Corp.</u>
	<u>NCL: 55758A</u>

Portion of Work	Subcontractor's Name and License #
1. <u>Living</u>	<u>Northwest Linings</u> <u>NVCL # 53467</u>
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

2 HOUR SUBCONTRACTOR NOTIFICATION

Pursuant to NRS 338.141(1)(b) contractors submitting the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor. Bidder shall also list himself as completing all other work not specifically indicated as being done by a subcontractor in the space indicated. Bidders may complete this form and submit with the Bid, which will meet the 2-hour notification requirement.

FOR ANY WORK NOT SPECIFICALLY LISTED IN ITEMS 1-8 BELOW, EXCEPT THOSE NOT REQUIRED TO BE LISTED PER NRS 338.141, THE BIDDER (PRIME CONTRACTOR) SHALL LIST HIS NAME ON THE RIGHT.	Prime Contractor's Name and License # Aspen Developers Corp. NCL: 55758A
---	--

Portion of Work	Subcontractor's Name and License #
1. <u>Lining</u>	<u>Northwest Linings</u> <u>NVCL # 53467</u>
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

LIST OF PROPOSED MATERIAL SUPPLIERS

The Bidder shall indicate opposite each item listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid.

Equipment/Material	Manufacturer/Supplier
1. 60 MIL HDPE LINER	Skaps
2. GEOTEXTILE	Skaps
3. GEOCOMPOSITE STRIPS	Skaps
4. BALLAST TUBES	Skaps
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

Preferential Bidder Status

(COMPLETION OF THIS PORTION OF THE BID PROPOSAL IS OPTIONAL)

In accordance with NRS 338.147, a Bidder that submits copy of a certificate of eligibility to receive a preference in bidding on public works issued to him by the state contractors board shall be deemed to have submitted a better bid than a competing contractor who has not provided a copy of such a valid certificate of eligibility if the amount of his bid is not more than 5 percent higher than the amount bid by the competing bidder.

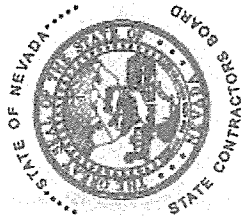


Copy of Certificate of Eligibility to receive a preference in bidding is attached.
(Initial or check if applies)

Kevin Maff
Signature

President
Title

Subscribed and sworn to this 18th day of November, 2025.



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NV, 89113 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY

PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-08-06-20-0361

ASPEN DEVELOPERS CORP (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 0055758 ORIGINAL ISSUE DATE: 05/09/2003 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON JUNE 1, 2025 AND EXPIRES ON MAY 31, 2026, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Susan Broili Kamesch 5/30/2025 du
SUSAN BROILI KAMESCH, LICENSING ADMINISTRATOR DATE
FOR DAVID BEHAR, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.



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

November 25, 2025

Ana Navarro, Project Manager
City of Fernley Public Works Department
595 Silver Lace Boulevard
Fernley, NV 89408

**Subject: East WWTP Pond 4A & 4B Relining Project
Recommendation of Award**

Dear Ana:

As you are aware, bids for the above referenced project were received and opened on November 19, 2025. Two (2) bids were received with Aspen Developers having the lowest total bid of \$2,486,117.00.

Aspen Developers, a Nevada contractor licensee, is of good standing and their bid was found to be complete. Therefore, we recommend that award be considered to Aspen Developers in the amount of \$2,486,117.00.

A Bid Tabulation has been attached for your reference. If you have any questions, please contact me at (775) 827-6111.

Sincerely,

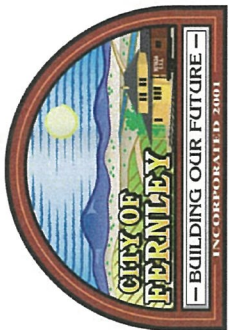
A handwritten signature in blue ink, appearing to read 'Chelsea Cluff', is written over a light blue circular background.

Chelsea Cluff
Project Manager

Attach: Bid Tabulation
Bid Opening Attendance Sheet
Bid Submittal Checklist

Item No.	Base Bid Item and Description	Unit	Engineer's Estimate			Resource Development Company		* Apparent Low Bidder *	
			Unit Cost	Quantity	Total	Unit Cost	Total	Aspen Developers	
								Unit Cost	Total
1	Mobilization and Demobilization	LS	\$90,000.00	1	\$90,000.00	\$140,000.00	\$140,000.00	\$120,000.00	\$120,000.00
2	Dewatering, Sludge Drying & Removal	CY	\$50.00	9,000	\$450,000.00	\$135.00	\$1,215,000.00	\$108.00	\$972,000.00
3	Remove and Dispose of Existing Pond Liner	SF	\$0.30	388,200	\$116,460.00	\$0.28	\$108,696.00	\$0.40	\$155,280.00
4	Earthwork - Scarifying and Recompacting	SF	\$0.15	388,200	\$58,230.00	\$0.51	\$197,982.00	\$0.30	\$116,460.00
5	Furnish and Install Geotextile	SF	\$0.40	428,000	\$171,200.00	\$0.22	\$94,160.00	\$0.19	\$81,320.00
6	Furnish and Install 2' Wide Geocomposite Strips	SF	\$2.10	64,600	\$135,660.00	\$1.85	\$119,510.00	\$1.56	\$100,776.00
7	Furnish and Install 60-mil HDPE Liner	SF	\$1.00	428,000	\$428,000.00	\$0.66	\$282,480.00	\$0.56	\$239,680.00
8	Side Slope Anchor Trenches	LF	\$10.00	3,460	\$34,600.00	\$16.00	\$55,360.00	\$17.50	\$60,550.00
9	Ballast Trenches (Inlcuding Class A Fill & Material Haul Off)	LF	\$100.00	1,050	\$105,000.00	\$142.00	\$149,100.00	\$169.62	\$178,101.00
10	Ballast Tubes along Pond Perimeter	LF	\$60.00	1,590	\$95,400.00	\$21.00	\$33,390.00	\$14.30	\$22,737.00
11	Pipe Boots for Pond Penetrations	EA	\$5,000.00	16	\$80,000.00	\$1,072.75	\$17,164.00	\$910.00	\$14,560.00
12	Air Vents	EA	\$100.00	164	\$16,400.00	\$68.00	\$11,152.00	\$58.00	\$9,512.00
13	Emergency Escape Ladders	EA	\$2,500.00	4	\$10,000.00	\$1,700.00	\$6,800.00	\$1,500.00	\$6,000.00
14	Pond Level Gauges	EA	\$2,000.00	2	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00
15	Textured 60-mil HDPE Access Road Rub Sheet	SF	\$2.58	13,580	\$35,036.40	\$1.15	\$15,617.00	\$0.95	\$12,901.00
16	Aggregate Base Fill	CY	\$55.00	200	\$11,000.00	\$172.00	\$34,400.00	\$178.20	\$35,640.00
17	Life Buoy Stands	EA	\$1,500.00	18	\$27,000.00	\$1,200.00	\$21,600.00	\$1,800.00	\$32,400.00
18	Reroute Existing Conduit Conflicting with Anchor Trench (Contingent)	LS	\$30,000.00	1	\$30,000.00	\$92,000.00	\$92,000.00	\$11,000.00	\$11,000.00
19	Remove and Replace 5' of Existing Pipe at Penetrations for New Boot Connection (Contingent)	EA	\$5,000.00	4	\$20,000.00	\$4,100.00	\$16,400.00	\$3,300.00	\$13,200.00
20	Force Account (Contingency)	LS	\$300,000.00	1	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
BASE BID TOTAL:			\$2,217,986.40			\$2,914,811.00		\$2,486,117.00	

BID PROPOSAL:	✓	✓
BID BOND:	✓	✓
FIRST TIER SUBCONTRACTORS (5%):	✓	✓
MATERIAL SUPPLIERS:	✓	✓
PREFERENTIAL BIDDER STATUS:	✓	✓
UNIFORM AFFIDAVIT OF CERTIFICATION:	✓	✓
NEVDADA BUSINESS/CONTRACTORS LICENSE:	✓	✓
BIDDER QUALIFICATIONS:	✓	✓
ADDENDUM #1:	✓	✓
ADDENDUM #2:	✓	✓
1% SUBCONTRACTORS (2 HOUR LIST):	✓	✓
SUBCONTRACTORS:		NORTHWEST LININGS



East WWTP Pond 4A & 4B Relining
(PWP-LY-2026-070)
Bid Opening Sign-In Sheet
City of Fernley – Public Works Department
November 19, 2025 – 2:00 PM

Name	Company	Phone Number	Email Address
BRIAN HARER	LUMOS	775-827-6111	BHARER@LUMOSINC.COM
Chelsea Cluff	Lumos	775-689-1349	CLUFF@lumosinc.com
Brian Graham	ADC	775-770-4507	brian@nspendevs.com
Merlin Waite	Resource Dev Company	775-220-6891	merlin@resourcedevcompany.com



City of Fernley
East WWTP Pond 4A 4B Relining
(PWP-LY-2026-070)
Bid Submittal Checklist
November 19, 2025
2:00 PM

Contractor	Bid Form (00410-1)	Bid Bond (00430-1)	5% List (00440-1)	Proposed Material Suppliers (00440-3)	Preferential Bidder Status (00450-1)	Affidavit of Certification	State Business or Contractor's License	Bidder Qualifications	Addendum No. 1	Addendum No. 2	1% List (00440-2)	Base Bid + ALL Options Total
Resource Development Company	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 2,914,811.00
Aspen Developers	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 2,486,117.00
												\$
												\$
												\$
												\$
												\$
												\$
												\$
												\$

Item No.	Base Bid Item and Description	Unit	Engineer's Estimate			Resource Development Company		* Apparent Low Bidder *	
						Aspen Developers			
			Unit Cost	Quantity	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization and Demobilization	LS	\$90,000.00	1	\$90,000.00	\$140,000.00	\$140,000.00	\$120,000.00	\$120,000.00
2	Dewatering, Sludge Drying & Removal	CY	\$50.00	9,000	\$450,000.00	\$135.00	\$1,215,000.00	\$108.00	\$972,000.00
3	Remove and Dispose of Existing Pond Liner	SF	\$0.30	388,200	\$116,460.00	\$0.28	\$108,696.00	\$0.40	\$155,280.00
4	Earthwork - Scarifying and Recompacting	SF	\$0.15	388,200	\$58,230.00	\$0.51	\$197,982.00	\$0.30	\$116,460.00
5	Furnish and Install Geotextile	SF	\$0.40	428,000	\$171,200.00	\$0.22	\$94,160.00	\$0.19	\$81,320.00
6	Furnish and Install 2' Wide Geocomposite Strips	SF	\$2.10	64,600	\$135,660.00	\$1.85	\$119,510.00	\$1.56	\$100,776.00
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8	Side Slope Anchor Trenches	LF	\$10.00	3,460	\$34,600.00	\$16.00	\$55,360.00	\$17.50	\$60,550.00
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10	Ballast Tubes along Pond Perimeter	LF	\$60.00	1,590	\$95,400.00	\$21.00	\$33,390.00	\$14.30	\$22,737.00
11	Pipe Boots for Pond Penetrations	EA	\$5,000.00	16	\$80,000.00	\$1,072.75	\$17,164.00	\$910.00	\$14,560.00
12	Air Vents	EA	\$100.00	164	\$16,400.00	\$68.00	\$11,152.00	\$58.00	\$9,512.00
13	Emergency Escape Ladders	EA	\$2,500.00	4	\$10,000.00	\$1,700.00	\$6,800.00	\$1,500.00	\$6,000.00
14	Pond Level Gauges	EA	\$2,000.00	2	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00
15	Textured 60-mil HDPE Access Road Rub Sheet	SF	\$2.58	13,580	\$35,036.40	\$1.15	\$15,617.00	\$0.95	\$12,901.00
16	Aggregate Base Fill	CY	\$55.00	200	\$11,000.00	\$172.00	\$34,400.00	\$178.20	\$35,640.00
17	Life Buoy Stands	EA	\$1,500.00	18	\$27,000.00	\$1,200.00	\$21,600.00	\$1,800.00	\$32,400.00
18	Reroute Existing Conduit Conflicting with Anchor Trench (Contingent)	LS	\$30,000.00	1	\$30,000.00	\$92,000.00	\$92,000.00	\$11,000.00	\$11,000.00
19	Remove and Replace 5' of Existing Pipe at Penetrations for New Boot Connection (Contingent)	EA	\$5,000.00	4	\$20,000.00	\$4,100.00	\$16,400.00	\$3,300.00	\$13,200.00
20	Force Account (Contingency)	LS	\$300,000.00	1	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
BASE BID TOTAL:			\$2,217,986.40			\$2,914,811.00		\$2,486,117.00	

BID PROPOSAL:	✓	✓
BID BOND:	✓	✓
FIRST TIER SUBCONTRACTORS (5%):	✓	✓
MATERIAL SUPPLIERS:	✓	✓
PREFERENTIAL BIDDER STATUS:	✓	✓
UNIFORM AFFIDAVIT OF CERTIFICATION:	✓	✓
NEVDADA BUSINESS/CONTRACTORS LICENSE:	✓	✓
BIDDER QUALIFICATIONS:	✓	✓
ADDENDUM #1:	✓	✓
ADDENDUM #2:	✓	✓
1% SUBCONTRACTORS (2 HOUR LIST):	✓	✓
SUBCONTRACTORS:	NORTHWEST LININGS	



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: January 21, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Ana Navarro, Seong Kim, Utilities Director

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

520-166100

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve a Professional Services Contract with Lumos & Associates for Construction Management, Inspection, and Materials Testing Services for the East WWTP Pond 4A & 4B Relining Project for \$238,400.

AGENDA ITEM BRIEF:

Ponds 4A and 4B at the East Wastewater Treatment Plant have reached the end of their useful life and must be relined to meet regulatory requirements. The project was publicly bid, and Aspen Developers was identified as the lowest responsive and responsible bidder.

To support the construction phase, the City requested a proposal from Lumos & Associates, the engineer-of-record. Lumos submitted a Construction Services Proposal on December 2, 2025, outlining the construction management, inspection, and materials testing services needed for the project for a cost of \$238,400.

RECOMMENDED MOTION:

"I move to approve the Professional Services Contract with Lumos & Associates in an amount not to exceed \$[insert amount], and authorize the City Manager 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 Professional Services Contract with Lumos as recommended.
2. Deny approval and provide an alternative direction to staff.
3. Request modifications to the scope or fee before approval.

BACKGROUND:

Ponds 4A and 4B at the East Wastewater Treatment Plant have reached the end of their useful life and require relining to meet regulatory requirements and maintain wastewater containment performance. The City publicly bid the construction project, with Aspen Developers identified as the lowest responsive and responsible bidder.

To support the construction phase, the City requested a formal proposal from Lumos & Associates, the engineer-of-record for the pond relining design. Lumos submitted their Construction Services Proposal dated December 2, 2025, outlining construction management, inspections, and materials testing tasks necessary to complete the project successfully.

The proposed services are comprehensive, and Lumos has a detailed understanding of the East WWTP and has been involved in the design and permitting of improvements since 2015. Their knowledge of the facility significantly reduces the risk of delays and onboarding challenges during construction.

The selected contractor will rely on timely submittal reviews, change management, and testing support to maintain the project schedule. The level of testing and inspection proposed by Lumos is consistent with typical NDEP expectations for pond relining quality control.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

The services will be funded through the Wastewater CIP budget.

ATTACHMENTS:

1. COF Long Form Contract
2. 2025-12-12_East WWTP Pond 4A 4B Relining Construction Services Proposal

CONTRACT

A Contract for Professional Services

THIS CONTRACT is made and entered into this 15th 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 LUMOS & ASSOCIATES an engineering and consulting company whose address is: 950 Sandhill Road, Suite 100 Reno, Nevada 89521 ("Contractor").

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

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

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

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

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

2. **CONTRACTOR'S SERVICES:**

a. **Description of Services.**

i. **Attachments:**

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

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: Lumos & Associates
950 Sandhill Rd, Ste 100
Reno, Nevada 89521

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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Lumos & Associates has entered into a contract with Owner to perform work from THE 15th 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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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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____.



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

December 12, 2025

LA25.726

Ana Navarro, Project Manager
City of Fernley Public Works
595 Silver Lace Blvd.
Fernley, NV 89408

Subject: East WWTP Pond 4A & 4B Relining – Construction Services Proposal

Dear Ms. Navarro:

Lumos & Associates, Inc. (Lumos) is pleased to provide you with this proposal to assist the City of Fernley (City) with construction management and materials testing & inspections related to the East Wastewater Treatment Plant (EWWTP) Ponds 4A & 4B Relining project.

PROJECT UNDERSTANDING

Since 2015, Lumos has been working with the City of Fernley to improve various components of the City's EWWTP due to Administrative Orders on Consent focused on groundwater monitoring and nitrogen contaminant concerns. Ponds 4A & 4B have been identified by the City to be at the end of their useful life and in need of replacement per NDEP requirements. The City of Fernley and Lumos have completed a design for the proposed replacement of the existing liner system for Ponds 4A & 4B at the East WWTP. This proposal for construction services has been requested to assist the City with the construction phase for the proposed relining design and improvements. The following scope of work has been prepared to assist the City with this work.

SCOPE OF WORK

Task 1: Construction Management

Under this task, Lumos will provide construction management services herein for the duration of the construction period of 143 calendar days from NTP, as defined in the contract documents. Under these services Lumos will complete the following activities:

- Coordination with City of Fernley: Efforts for schedule maintenance, invoicing, filing, resource allocation, supervision, meeting needs, and routine communications
- Coordination with Lumos field staff: Efforts for status and scheduling, employee supervision, support, project check-in, project interactions, and routine communications
- Monitoring changes to the Scope of Work (SOW), budget, or schedule, and developing change management strategies with the City as needed
- Attend the pre-construction meeting and shall prepare and submit a list of pertinent items to be addressed during the meeting.
- Provide technical assistance to the City throughout the duration of construction as defined in the contract documents.

- Conduct on-site weekly construction progress meetings and prepare and distribute typed meeting minutes for each construction progress meeting. The minutes shall be prepared in a manner that is intended to be objective and unbiased in all regards.
- Lumos will prepare Change Orders and Construction Change Directives for review and approval by the City.
- Lumos will prepare drawings, specifications, and other supporting documentation as required to facilitate changes in the work.
- Lumos will review and evaluate proposals from the Contractor regarding changes in the work and shall make recommendations to the City regarding the validity of any proposed changes to the Contract Sum or the Contract Time.
- Lumos will have authority to order minor changes in the work that do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such minor changes shall be consistent with the intent of the Contract Documents and shall be implemented only through written order.
- Lumos will issue a complete checklist of all required submittals to the Contractor. The checklist shall be utilized to ensure that all required submittals are received and reviewed by the Consultant.
- Lumos will review submittals and shop drawings for conformance with the Contract Documents. Submittals and shop drawings shall be reviewed and distributed within a maximum of 7 days from the date that they are received.
- Based on site observations, Lumos will review and evaluate the amounts claimed by the Contractor in each Progress Payment Application. Progress Payment Applications shall be reviewed and assessed by Lumos each month at the project site with the Contractor and the City's designated representatives.
- Lumos will review and evaluate claims relating to the execution and progress of the work. Lumos evaluations or opinions regarding performance by the Contractor shall be subject to confirmation and approval by the City.
- Lumos will periodically monitor and evaluate the progress and quality of the Contractor's as-built drawings, which shall document the complete project as constructed, including dimensioned locations and sizes of buried utility lines. As a minimum, Lumos shall review the as-built drawings each month, during the onsite assessment of the Contractor's Progress Payment Application.
- At such time that the Contractor states that the project is substantially complete and/or fully complete, Lumos shall conduct a comprehensive review of the project and shall prepare a punch-list identifying all noted deficiencies. Lumos shall verify that all punch-list items have been satisfactorily completed prior to recommending approval of final payment to the Contractor.
- Lumos will conduct site visits as required to determine the date of Substantial Completion and the date that all punch list items have been satisfactorily completed. Lumos will receive and forward to the City any/all close-out documents required by the Contract Documents and the General Conditions of the Contract.
- Lumos will review all operation and maintenance manuals for compliance with the Contract Documents and shall forward them to the City.
- Lumos will prepare a complete set of record drawings showing all changes in the work made during construction based on the Contractor's as-built drawings and based on all addendum items, clarifications, RFI's, and change orders. All revisions to the original Contract Documents shall be completed by a qualified draftsman in a manner that is consistent with the quality of the original Contract Documents. The responsibility for preparation of record drawings may not be assigned to the Contractor.
- The record drawings shall be provided by Lumos no more than 30 days after the as-built drawings are delivered by the Contractor.

- Lumos will submit to the City a record set in 'DWG' and 'PDF' format. All specification files in 'pdf' file format. Each drawing file set shall include any associated plot styles, text styles, and externally referenced drawings, such that the associated AutoCAD drawing files can be opened, viewed, and printed with all of the required/finalized content. All of the record drawings shall be of the same standard size. Record drawings shall be prominently noted in the lower right-hand corner as "Record Drawing" and shall be signed and dated by the Engineer of Record.

Task 2: Materials Testing and Inspection

Under this task, Lumos will provide ten (10) site visits to perform compaction tests on subgrade, anchor and ballast trench backfill, and aggregate base. Lumos also anticipates that ten (10) site visits will be required to perform the sampling and filter testing of sludge. Ten (10) additional site visits will be required to observe the liner placement and liner contractor quality control testing. Lumos will also provide the following lab testing:

- 4 Material Quality Tests (Sieve, Plasticity Index)
- 4 Modified Proctor Tests
- 2 Liner Conformance Series Tests
- 8 Liner Shear and Peel Series Tests

Lumos will also provide a technician to pick up and deliver samples for testing. Additionally, Lumos will provide prevailing wage review support to the City. At the conclusion of the project Lumos will prepare a final inspection and testing package, stamped by a Professional Engineer, for submittal to the City.

Lumos & Associates, Inc. can provide additional materials testing and inspection if requested, on a time and materials basis per our current fee schedule. Retesting, re-inspection, standby, and show up will not be considered as part of our budget. If the fees associated with these items become excessive and contributes to a shortfall in our budget, we will request augmentation to our budget. Prevailing wages have not been assumed for our inspectors/technicians while on site. If prevailing wages are required, the above costs will be adjusted accordingly.

We request all scheduling be done prior to 3:00 p.m., the day prior to the required tests.

Assumptions / Exceptions

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

- No construction staking services are included with this proposal.
- Site visits will be coordinated with the City.
- Site visits will be required for the entire construction administration time period.
- Lumos will be the interpreter of the drawings and specifications. All interpretations and decisions rendered by Lumos shall be consistent with the intent of the Contract Documents.
- Responses to Requests for Information (RFI's) issued by the Contractor will be provided by Lumos within a maximum of 7 days from the date that they are received.
- Lumos will issue no order to the Contractor or to any subcontractor that might commit the City to extra expenses, or otherwise amend the Owner-Contractor Agreement, without first obtaining the approval of the City.

Fees

Lumos will complete the tasks described in the Scope of Work above on a time and material bases, with a not-to-exceed amount as follows:

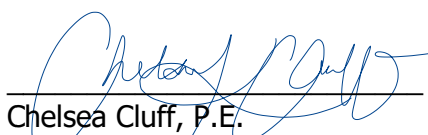
Task	Description	Total Hours Scoped	Fee
1	Construction Management	704	\$ 181,400
2	Materials Testing & Inspection	303	\$ 57,000
Total:			\$ 238,400

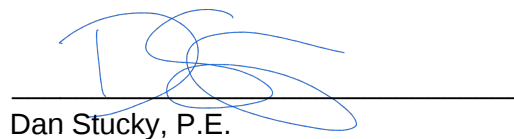
Lumos will be happy to amend this proposal as necessary to include services not included or to amend the proposed services to better match the scope of services required.

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

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me at (775)827-6111 if you have questions or concerns as we would happy to discuss them with you.

Sincerely,


Chelsea Cluff, P.E.
Project Manager


Dan Stucky, P.E.
Director of Engineering

List of attachments:

Attachment 1 – 2026 Standard Fee Schedule

Engineering		Per Hour
Director		\$315
Group Manager		295
Senior Project Manager – Special Projects		265
Project / Senior Project Manager		245/265
Staff / Project / Senior Hydrogeologist		195/210/220
Staff / Project / Senior Engineer		200/215/225
Project / Senior / Lead Project Coordinator		190/200/215
Engineering Technician I / II / III / IV / V		115/145/155/165/175
Construction		Per Hour
Director		\$315
Group Manager		295
Assistant / Project / Senior Project Manager		220/245/265
Project / Senior Geotechnical Engineer		215/225
Construction Services Supervisor / Engineer		180/195
Project / Senior Project Coordinator		190/200
Geotechnician		180
Inspector / Senior Inspector (includes nuclear gauge)		165/175
Construction Technician I / II / III / IV		125/135/145/155
Materials Technician I / II / III / IV (includes nuclear gauge)		115/125/135/145
Surveying		Per Hour
Director		\$315
Group Manager		295
Assistant / Project / Senior Project Manager		220/245/265
Associate / Staff / Project / Senior Surveyor		185/200/215/225
Project / Senior Project Coordinator		190/200
Photogrammetrist / Photogrammetry Manager		175/215
GIS Analyst		145
Surveying Technician I / II / III / IV/ V		100/145/155/165/175
Party Chief / Sr. Party Chief		195/225
Administrative & Other Services		Per Hour
Administrative Support		\$130
Copy & Print Services		Cost + 15%
Mileage (per mile)		0.90

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

These rates apply to services rendered through December 31, 2026. Services provided after this date will be invoiced according to the Standard Fee Schedule in effect at that time.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: January 21, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Braelyn Birkel, Administrative Specialist II

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to authorize the execution of the water rights banking and dedication agreement between, Gary Oberg and Dolores Oberg, husband and wife, to the City of Fernley, APN 021-092-04 TCID Serial Number 1012-2-D in the amount of 3.69 feet annually.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with GARY OBERG and DOLORES OBERG, husband and wife, (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE"), APN 021-092-04 TCID Serial Number 1012-2-D in the amount of 3.69 feet annually.

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement with GARY OBERG and DOLORES OBERG, husband and wife, (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE"), APN 021-092-04 TCID Serial Number 1012-2-D in the amount of 3.69 feet annually."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with GARY OBERG and DOLORES OBERG, husband and wife, (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE"), APN 021-092-04 TCID Serial Number 1012-2-D in the amount of 3.69 feet annually.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035(g)

FINANCIAL IMPLICATIONS:

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).

ATTACHMENTS:

1. Oberg Draft Deed (1012-2-D) (2)
2. Oberg Dedication Agreement (1012-2-D) (1)
3. TCID Detail Sheet

The undersigned hereby affirms that there is no Social Security number contained in this document

LYON CO. APN: 021-092-04

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

AFTER RECORDATION RETURN TO:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

THIS WATER RIGHTS DEED is made and entered into this ____ day of _____, 2025, to convey the below-mentioned water rights from GARY OBERG and DOLORES OBERG, husband and wife, (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE")

WITNESSETH:

That said GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and for other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to the GRANTEE, and to their successors, heirs, and assigns forever, all of GRANTOR's right, title, and interest in and to those certain waters and water rights situate in Lyon County, State of Nevada, as described as follows, to wit:

A Three and Sixty-Nine One-Hundredths (3.69) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1012-2-D. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 021-092-04 and further described as follows:

That portion of the SW ¼ of the SE ¼ of Section 12, T 20 N, R 24 E, M.D.B.&M., Lyon County, Nevada, described as follows:

Commencing at the quarter section corner between Section 12 and 13, T 20 N, R 24 E, M.D.B.&M.; thence North 89°24' East along the Section Line

between Sections 12 and 13, and at 1398.0 feet, being the Southeast corner of the W ½ of the SE ¼ of Section 12, thence North, along the Easterly line of the W ½ of the SE ¼ of Section 12 a distance of 28.0 feet; thence West, parallel to the section line between Sections 12 and 13, a distance of 200.0 feet to the point of true beginning; thence North, parallel to the Easterly line of the W ½ of the SE ¼ of Section 12, a distance of 467.0 feet to a point; thence North 87°24' West a distance of 90.0 feet to a point; thence South, parallel to the Easterly line of the W ½ of the SE ¼ of Section 12 a distance of 475.0 feet to a point; thence East, parallel to the section line between Sections 12 and 13, a distance of 90.0 feet to the true point of beginning.

The above legal descriptions appeared previously in Document No. 551600, recorded on June 10, 2016, Official Records of Lyon County, Nevada.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues, or profits thereof.

TO HAVE AND TO HOLD, all and singular, the said water rights and the appurtenances, unto the said GRANTEE, and to their successors and assigns forever.

IN WITNESS WHEREOF the GRANTOR has hereunto executed this WATER RIGHTS GRANT, BARGAIN, & SALE DEED the day and year first written above.

DATED this ____ day of _____, 2025.

GRANTOR:

BY: _____
GARY OBERG

BY: _____
DOLORES OBERG

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2025, by
Gary Oberg.

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2025, by
Delores Oberg.

WITNESS my hand and official seal.

NOTARY PUBLIC

WATER RIGHTS BANKING AND DEDICATION AGREEMENT

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 2025 (this “Agreement”), by and between GARY OBERG and DOLORES OBERG, husband and wife, (the “Dedicator”) and the CITY OF FERNLEY, a political subdivision of the State of Nevada (the “City”), for the purpose of dedicating and banking certain water rights.

RECITALS

WHEREAS, the City owns and operates a water distribution system located in the City of Fernley, Lyon County; and

WHEREAS, the Dedicator desires to transfer certain water rights to the City as described in Section 2 of this Agreement (the “Water Rights”), to be reserved and credited towards future water utility service requirements; and

WHEREAS, the City is willing to accept the Water Rights to be utilized by the Dedicator for future development requirements within the City’s water utility service area, as it may change from time to time; and

WHEREAS, the Dedicator may desire to assign its rights to apply the Water Rights towards future water utility service requirements to an assignee (the “Assignee”); and

WHEREAS, the City will accept the Water Rights in lieu of the provision of new water rights when an application for water utility service is made in the future by the Dedicator or the Assignee, thereby satisfying one of the pre-conditions for water utility service (i.e. the provision of a water right).

NOW, THEREFORE, it is hereby agreed between the Dedicator and City as follows:

1. **Dedication of Water Rights and Facilities.** The Dedicator hereby agrees to dedicate the Water Rights to the City. The Dedicator and the Assignee agree and understand that dedication of the Water Rights is a condition precedent to receiving a will-serve commitment for water utility service from the City. The parties further agree that:
 - (a) The quantity of surface or ground water rights reasonably necessary to insure an adequate water supply to the subject property is independently determined by the City. The Dedicator and Assignee understand and agree that the determination of the quantity of surface or ground water rights necessary to serve any proposed development will be made at such time as the Dedicator or Assignee request a will serve commitment for the development in accordance with the ordinances,

resolutions, statutes, standards, and policies in effect at the time the request for a will serve commitment is made. In addition, the parties agree and understand that the City has no obligation to independently obtain the necessary water rights to fulfill a will-serve commitment;

- (b) Any facilities for water treatment, supply, storage, transmission and distribution, treatment and disposal, and appurtenances (such as wells, pipelines, pumps and storage tanks), located within or outside of the property for which future will-serve commitments are sought, that are requested and which are reasonably necessary to insure an adequate water supply to the property, will be constructed by the Dedicator or the Assignee, and dedicated to the City; and
- (c) Any easement or legal access reasonably necessary to insure an adequate water supply to the property will also be dedicated from the Dedicator or the Assignee to the City as part of the grant of will-serve commitments.

2. **Dedicated Water Rights.** The Water Rights dedicated by this Agreement are described as follows:

A Three and Sixty-Nine One-Hundredths (3.69) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1012-2-D. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 021-092-04 and further described in that certain Quitclaim Deed recorded in the official records of Lyon County on June 10, 2016 as Document No. 551600.

3. **Revegetation Requirements.** As a condition of receiving water right dedications in exchange for utility service, any lands which are being irrigated within the existing place of use of the Dedicated Water Rights, and which will no longer be a place of use of the Dedicated Water Rights, must be re-vegetated pursuant to a re-vegetation plan approved by the City. The intent of this requirement is to prevent formerly irrigated lands from becoming dust and erosion hazards when the land is no longer irrigated. This requirement does not apply to land which is the existing place of use if that land will become a subdivision, or other use that will maintain ground cover.

- (a) As part of any dedication, the City will determine whether revegetation of formerly irrigated land is required, and if re-vegetation is required, the Dedicator of the water rights, or its assignee, will submit a plan for re-vegetation that will be reviewed and approved by the City.
- (b) A re-vegetation plan must be prepared by a qualified agricultural engineer or the equivalent, and must outline the method by which permanent ground cover will be established. The re-vegetation plan shall provide for the application of a suitable seed mixture susceptible to natural germination in the climatic conditions existing

on the formerly irrigated land. The re-vegetation plan shall be deemed fully performed upon the first to occur of the following:

- (i) The City's written confirmation that the re-vegetation plan has been fully performed or
 - (ii) The Dedicator or its assignee, as the case may be, diligently and in compliance with the re-vegetation plan causes not less than two applications of the approved seed mixture to be placed upon the formerly irrigated land without success during a period of thirty (30) months following the date of dedication of the applicable water rights.
- (c) The goal of a re-vegetation plan is to establish natural ground cover that will limit dust and erosion and can be sustained in Fernley's climatic conditions without human assistance.
- (d) For each water right that is dedicated to the City of Fernley from land that it is determined by the City to require re-vegetation, the City of Fernley will hold back a portion of the water right, in an amount equal to ten (10) percent of the total water right, from the issuance of will serve commitments until the City of Fernley has approved the actual re-vegetation of the property at issue. Once the City of Fernley has approved the actual re-vegetation on a former place of use for a dedicated water right, the ten (10) percent portion of the Water Right held back pursuant to this section will be made available for future will serve commitments.
4. **Annexation.** If water utility service is requested by the Dedicator or the Assignee from the City outside the city limits of the City, and the Dedicator or the Assignee desires to use the Water Rights to satisfy the water right dedication requirements for water utility service, the City will determine whether it is appropriate to annex that property, and will only provide water utility service if the area is annexed into the City.
- (a) If annexation is necessary, the Dedicator or the Assignee is responsible for any and all annexation costs and fees in the same manner as any other person or entity requesting that property be annexed to the City.
 - (b) If annexation is necessary, all line extensions, water distribution systems and upgrades shall be constructed to the standard required by the City, and the Dedicator or Assignee shall pay all hook-up fees and complete all required improvements that the City determines are reasonably necessary to service the property.
5. **Banking.** The Water Rights dedicated to the City under this Agreement shall be available for use in the satisfaction of the water right dedication requirement that is a pre-condition to receiving water utility service from the City. Once the water rights have been dedicated

to the City, the City will maintain those rights in an account as a credit for the Dedicator for the term of this agreement, including any renewal period.

- (a) During the term of this agreement, including any renewal period, the Dedicator and the Assignee may request will-serve commitments for water utility service from the City. The Water Rights that are held by the City pursuant to this Agreement may be used to satisfy the water dedication requirement that exists at the time of the request for the will-serve commitments.
 - (b) **Place of Will-Serve Commitments.** The Dedicator and the Assignee may request will-serve commitments for water utility service from the City anywhere within the City's water utility service area. Will-serve commitments may be requested for property to which the Water Rights are not appurtenant.
 - (c) **Assignment of Banked Credits.** The Dedicator's banked credits that are held in an account with the City may be assigned to an Assignee. Upon the execution of an assignment agreement with the Assignee, the City will allow the Assignee to receive the credits as satisfaction of the water right dedication requirement in existence when the Assignee applies for will-serve commitments from the City for water utility service.
 - (d) **City Consent to Assignment.** The assignment of banked credits includes the assignment of all rights and obligations under this Agreement, and requires the consent of the City. An assignment of banked credits created by this Agreement is invalid without the City's consent. Consent may only be withheld by the City if the Assignee does not agree to comply with the terms of this Agreement. All fees and costs assessed against banked water rights, if any, shall be paid to the City prior to any assignment of banked credits. No assignment agreement will be valid unless and until such costs are reimbursed.
 - (e) **Reduction in Banked Credits.** The City will file an application to change the manner of use and place of use of the Water Rights to municipal uses in the City's water utility service area. If the State Engineer determines, or if appeal from such a ruling by the State Engineer determines, that the total number of acre-feet that can be used by the City for municipal uses in its water utility service area is less than the amount of Water Rights that are dedicated under this Agreement, the City will reduce the credits that are accounted to the Dedicator by the amount of the reduction in the State Engineer's ruling, or in the appeal from such a ruling.
6. **Change Applications.** Dedicator recognizes that the manner of use and place of use of the Water Rights must be changed to allow for municipal use in the City. Change applications that change the points of diversion, manner and place of use of the Water Rights will be prepared so that the Water Rights may be utilized for municipal purposes

within the City's water utility service area as its boundaries are currently set and as they may be expanded through annexation.

- (a) At the option of the Dedicator, the City may prepare all required change applications.
 - (b) If the Dedicator elects to prepare the required change applications, they must be completed, along with appropriate maps and documentation, to the City's satisfaction and delivered to the City for submittal to the State Engineer by and on behalf of the City.
 - (c) The City shall pay all associated statutory fees relating to the filing and approval of the Change Application, including but not limited to the application filing fees, permit fees, and certificate fees.
7. **Use of Dedicated Water Rights.** Dedicator and Assignee agree and acknowledge that the City receives the dedication of Water Rights that are the subject of this agreement free and clear of any encumbrances or liens and that as a result of such dedication the City shall be the sole holder of legal title to such Water Rights. Accordingly, the City may perform any action that a holder of such Water Rights is legally allowed to perform including, without limitation, hypothecation, rental, or lease of the dedicated Water Rights to a third party; and any revenue collected pursuant to such agreements may be utilized by the City at its sole and complete discretion. The parties agree that the City may, by contract or written agreement, permit the use of the Water Rights by other governmental entities, public or private utilities, or any other person or entity, including those engaged in providing water, storm drainage or sewer service. The Parties agree that in exchange for the dedication of Water Rights pursuant to this Agreement, the Dedicator or Assignee shall have the ability, pursuant to Section 5, to use the dedicated Water Rights to satisfy the water right dedication requirement that is a pre-condition to receiving water utility service from the City, however, nothing in this agreement shall be construed as creating an encumbrance or lien on the title of the dedicated Water Rights in favor of Dedicator or Assignee. The Parties further agree that the City reserves the right to satisfy its obligation to provide water service to Dedicator or Assignee in any manner that the City, at its sole discretion and consistent with Nevada Law and the Fernley Municipal Code, determines best serves the interests of the City water system.
8. **Facilities Standards.** Any facilities that are subject to this Agreement shall be designed and constructed in accordance with standards and other requirements prescribed by the City as a condition to provision of water utility service.
9. **Approval of Service Conditional.** Every will-serve notification and administrative approval of applications for water utility service is conditioned upon the acceptance of the dedication, and the satisfaction of all other service requirements that are established by local ordinance or state law. Any application or renewal, including applications for extension of will-serve commitments is subject to the provisions herein. The parties agree that:

- (a) The City is the final authority in determining the number of will-serve commitments which may be granted by the City; and
 - (b) The City is the final authority regarding the number of will serves that may be serviced by the Water Rights for any development. Such determination shall be based on the criteria established by the City and further established by the State Engineer.
10. **Term of Agreement.** The term of this Agreement shall be for a period of twenty-five (25) years and shall be renewable for one successive twenty-five (25) year period upon application of the Dedicator or the Assignee, and the approval of the City.
- (a) It is further understood and agreed between the City and the Dedicator that the Parties must agree to renew this agreement for the subsequent twenty-five year period. The City's decision to approve or reject a renewal of this agreement must be made pursuant to a vote by the Fernley City Council.
 - (b) The City may reject approval of a renewal of this Agreement **only** if:
 - (i) The City sends notice of the expiration of the initial twenty-five year term to the record owner of the Water Rights and receives no response within thirty (30) days of such notice; and
 - (ii) The Dedicator has not complied with the obligations included in this Agreement or does not agree to comply with the obligations of this Agreement during the renewal term of this Agreement.
 - (c) In the event that this Agreement is terminated, or expires pursuant to the provisions of this section, the City shall retain the title to the Water Rights, regardless of whether the Water Rights have been credited to an existing will-serve commitment.
11. **Notice.** Any notice required pursuant to this Agreement shall be sent via certified mail to the address listed below. Each Party is responsible for informing the other Party of any change in address. Notices from the City, including but not limited to notice of expiration of the 25-year term of this Agreement, shall be made to the address listed below, or to an updated address provided by the Dedicator or Assignee.

Dedicator

Douglas Larned

624 Saddle Horn Way

City of Fernley

Department of Public Works

595 Silver Lace Boulevard

12. **General Conditions.**

- (a) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument.
- (b) **Governing Law.** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada applicable to agreements made and to be performed wholly within the State of Nevada.
- (c) **Venue.** Any action or proceeding concerning the rights or responsibilities of the parties to this Agreement shall be heard and entertained in the State district court in Lyon County, Nevada.
- (d) **Entire Agreement.** This Agreement (including any exhibits attached hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto, including without limitation, that certain memorandum of understanding between the parties. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- (e) **Survivability.** The parties' rights and responsibilities under this Agreement shall survive the conveyance of the Water Rights by the Dedicator to the City.
- (f) **Waivers; Extensions.** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- (g) **Non-Waiver of Rights.** No failure or delay of either party in the exercise of any right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or of any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.

- (h) **Further Assurances.** The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the dedication of the above reference water rights or any other agreement contained herein in the manner contemplated hereby.
- (i) **Successors and Assigns: Assignment.** This Agreement shall be binding upon and shall inure to the benefit of each of the City and the Dedicator and to their respective heirs, successors and assigns.
- (i) The City shall have the right to assign its interest in this Agreement in whole or in part to any successor agency, subsidiary, or entity with jurisdiction to supply water service to customers within the City of Fernley, in which case, the references to the City herein shall include such assignee, and provided that such assignee assumes all of the obligations of the City under this Agreement by written instrument.
- (ii) Any such assignment shall not relieve any party of its obligations under this Agreement. Any attempt to transfer, convey or assign this Agreement other than as provided herein shall be null and void.
- (j) **Time.** Time is of the essence in respect to each and every particular of this Agreement. Any time period to be computed pursuant to this Agreement shall be computed by excluding the first day and including the last. If the last day falls on a Saturday, Sunday or holiday, the last day shall be extended until the next business day that the City is open for business, but in no case will the extension be for more than four (4) days.
- (k) **Severability.** The determination that any covenant, agreement, condition or provision of this Agreement is invalid shall not affect the enforceability of the remaining covenants, agreements, conditions or provisions hereof and, in the event of such determination, this Agreement shall be construed as if such invalid covenant, agreement, condition or provision were not included herein.
- (l) **Delivery of Deed and Warranty.** The Dedicator shall deliver a Water Rights Grant Bargain and Sale Deed conveying and dedicating the Water Rights to the City at the time of the execution of this Agreement. Further, the Dedicator shall warrant that it is the legal owner of the Water Rights.
- (m) **Indemnification.** The Dedicator and the Assignee agree, jointly and severally, to indemnify the City at all times and hold the City harmless in respect of any claims, damages or losses (including, without limitation, attorney's fees and costs), whether known or unknown, disclosed or undisclosed, arising from, by reason of or in connection with any part or portion of this Agreement. Dedicator hereby represents and warrants it has not sold, assigned, transferred, conveyed, hypothecated,

pledged, or otherwise disposed of or encumbered the water rights transferred herein except as provided in this Agreement. Dedicator acknowledges that in the event that any claim or dispute relating to the title of the water rights renders such water rights unusable within, or unavailable to, the City's water delivery system, the City may, at its sole discretion and in addition to any other remedies provided for by law, rescind this Agreement and withhold the will-serve commitments provided for herein. In the event that such will-serve commitments have already been issued, the City, in addition to any other remedies provided by law, may require Dedicator or Assignee, jointly or severally, to immediately acquire and dedicate to the City the same quantity and quality of water rights as the water rights rendered unusable within, or unavailable to, the City's water delivery system and/or the City may assign any other banked or reserved water rights in which Dedicator or Assignee have a beneficial interest, and that remain uncommitted to will-serve commitments, to the will-serve commitments already issued pursuant to this Agreement.

- (n) **Attorney's Fees.** In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorney's fees.

[signature page follows]

Agreed upon the date set forth above between the following parties:

City of Fernley

Mayor of Fernley

Date:

Attested:

City Clerk

Dedicator

Gary Oberg

Date:

Delores Oberg

Date:

Assignee

Dedicator hereby assigns all of its interest in the forgoing agreement to the Assignee identified below who by executing this document agrees to assume all obligations of Dedicator hereunder.

DOUGLAS AND DENISE LARNED FAMILY TRUST

By:

Douglas Larned, Co-Trustee

Date:



Tax Account 021-092-04

Owners

OBERG, GARY & DOLORES
1060 CEJAY WAY
FERNLEY, NV 89408-0000

OBERG, DOLORES

Account Summary

Account ID	021-092-04
Account Type	Real Estate
Location	860 FREMONT ST FERNLEY
Balance	\$720.00
Currently Due	\$360.00

\$360.00 is due by
January 05, 2026.

You can pay any amount up to
\$720.00 (the current balance).

Current Year

Description	2025/2026 REAL ESTATE TAXES
Original	\$1,442.66
Total	\$1,442.66
Paid	\$722.66
Balance	\$720.00
Due	\$360.00
Ad Valorem Tax Rate	3.6579
Tax District	6.0 (City of Fernley)
Tax Cap	100% High 8.0%
Tax Cap Type	NQR: NON QUALIFIED RENTAL

Installments

#	Due Date	Penalty Date	Status	Original Total	Penalty	Interest	Total	Paid	Total Due	Pay Now
1	08/18/2025	08/29/2025	Paid	\$362.66	\$0.00	\$0.00	\$362.66	\$362.66	\$0.00	
2	10/06/2025	10/17/2025	Paid	\$360.00	\$0.00	\$0.00	\$360.00	\$360.00	\$0.00	

#	Due Date	Penalty Date	Status	Original Total	Penalty	Interest	Total	Paid	Total Due	Pay Now
3	01/05/2026	01/16/2026	Due	\$360.00	\$0.00	\$0.00	\$360.00	\$0.00	\$360.00	Pay \$360.00 Now
4	03/02/2026	03/13/2026	Due	\$360.00	\$0.00	\$0.00	\$360.00	\$0.00	\$720.00	Pay \$720.00 Now

Past Years

Description	Original	Penalty	Interest	Paid	Balance	Due	Tax Rate	Tax District
2024/2025 REAL ESTATE TAXES	\$1,783.98	\$0.00	\$0.00	\$1,783.98	\$0.00	\$0.00	3.6566	6.0
2023/2024 REAL ESTATE TAXES	\$1,707.36	\$17.04	\$0.00	\$1,724.40	\$0.00	\$0.00	3.6551	6.0
2022/2023 REAL ESTATE TAXES	\$1,613.64	\$0.00	\$0.00	\$1,613.64	\$0.00	\$0.00	3.6127	6.0
2021/2022 REAL ESTATE TAXES	\$1,582.76	\$0.00	\$0.00	\$1,582.76	\$0.00	\$0.00	3.6160	6.0
2020/2021 SECURED TAXES	\$1,525.88	\$0.00	\$0.00	\$1,525.88	\$0.00	\$0.00	3.6131	6.3
2019/2020 SECURED TAXES	\$1,401.07	\$0.00	\$0.00	\$1,401.07	\$0.00	\$0.00	3.6131	6.0
2018/2019 SECURED TAXES	\$1,364.62	\$0.00	\$0.00	\$1,364.62	\$0.00	\$0.00	3.6131	6.0
2017/2018 SECURED TAXES	\$1,373.01	\$0.00	\$0.00	\$1,373.01	\$0.00	\$0.00	3.6131	6.0
2016/2017 SECURED TAXES	\$1,225.09	\$0.00	\$0.00	\$1,225.09	\$0.00	\$0.00	3.6131	6.0

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GSA, Government Software Assurance Corp



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: January 21, 2026

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:

510-165100

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to purchase one (1) 1/2-ton, four-wheel drive pickup truck for the City of Fernley's Utilities Department for an amount not to exceed \$40,630.25.

AGENDA ITEM BRIEF:

The City of Fernley's Fleet Department is requesting to purchase one (1) 1/2-ton, four-wheel drive pickup truck to be assigned to the City of Fernley's Utilities Department.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1) 1/2-ton, four-wheel drive pickup truck for the City of Fernley's Utilities Department for an amount not to exceed \$40,630.25."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny this purchase and provide staff with further direction.

BACKGROUND:

The City of Fernley's Fleet Department is requesting to purchase one (1) 1/2-ton, four-wheel drive pickup truck for the City's Utilities Department. A Utility Operator in the Water Distribution Department will utilize the vehicle. FCC approved the Utility Operator position during its regularly scheduled meeting on November 5, 2025. If this purchase receives approval, the vehicle will be used in the daily operations of the City's water distribution system.

Every fiscal year, the State accepts bids from dealerships around Nevada for assorted makes and models of work trucks, cars and light and heavy equipment for purchase by local government agencies. Using the results of the State's competitive bid process is standard practice for municipalities because it saves time and money. The municipality does not have to assemble bid documents, advertise, and rank bidders with the intention of making a purchase.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.063

FINANCIAL IMPLICATIONS:

This purchase will be made using G.L. number 510-165100.

ATTACHMENTS:

1. Champion Chevrolet Quote 1



Vehicle Locator

Detail Report for Customer

CHAMPION CHEVROLET
800 KIETZKE, RENO, NV, 89502
775-786-3111

Customer/Company:
Address:

Sales Consultant:

IN STOCK

Vehicle #1: 2026 Chevrolet 1500 Silverado	VIN/Order #	MSRP	Stock #
	1GCRKAKE7TZ192955	\$45,310.00	26-0380

Body Style: CK10753-4WD Standard Box Double Cab
PEG: 1WT-Work Truck Preferred Equipment Group
Primary Color: GAZ-Summit White
Trim: H1T-1WT/1FL-Cloth, Jet Black, Interior Trim
Engine: L3B-Engine: TurboMax
Transmission: MFC-8-Speed Automatic

Options: 1SZ-Option Package Discount
1WT-Work Truck Preferred Equipment Group
4AA-Interior Trim, Jet Black
A60-Tailgate Lock
AKO-Glass, Deep Tinted
AQQ-Keyless Remote Entry
AXG-WINDOW REG DRVR DR POWER OPERATED, EXPRESS UP/DOWN
AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature
BG9-Floor Covering: Rubberized Vinyl, Black
C49-Defogger, Rear Window, Electric
C5W-GVV Rating 7000 Lbs
DLF-Mirrors, O/S: Power, Heated
E63-Durabed
EF7-COUNTRY UNITED STATES OF AMERICA (USA)
GAZ-Summit White
GU6-Rear Axle: 3.42 Ratio
H1T-1WT/1FL-Cloth, Jet Black, Interior Trim
IOR-Chevrolet Infotainment, 7" Color Screen
J26-ENGINEERING YEAR 2026
K34-Cruise Control
KW5-Alternator, 220 AMP
L3B-Engine: TurboMax
MAH-MARKETING AREA US, PUERTO RICO/USVI
MFC-8-Speed Automatic
NB5-Single Exhaust System

NE1-CT/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA
Emissions
PCV-1WT Convenience 1 Package
PED-Chevy Safety Assist
QBN-Tires: 255/70 R17 All Season, Blackwall
QBR-Tire, Spare: 255/70 R17 All Season, Blackwall
QK1-Standard Tailgate
RD6-Wheels: 17" Steel - Painted Ultra Silver
SAF-Spare Tire Lock
SLM-Sales Stock Orders
TQ5-Headlamps, IntelliBeam
UE1-OnStar Communication System
UE4-Following Distance Indicator
UEU-Sensor, Forward Collision Alert
UHX-Lane Keep Assist/Departure Warning
UHY-Automatic Emergency Braking
UKJ-Sensor, Front Pedestrian Braking
UQF-Speaker System: Standard Sound System
V76-Recovery Hooks
VK3-Front License Plate Mounting Provisions
VV4-4G LTE Wi-Fi Hotspot capable
WMI-Aero Shutters, front grille
WNO-VIN MODEL YEAR 2026
X88-Nameplate - Chevrolet
Z85-Suspension Package
ZL3-SALES PACKAGE CONVENIENCE

YOUR COST
\$40,602.99
+ \$28.25 TIME FEE

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: January 21, 2026

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:

510-165100

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to purchase one (1) 1/2-ton, four-wheel drive pickup truck for the City of Fernley's Utilities Department for an amount not to exceed \$42,608.25.

AGENDA ITEM BRIEF:

The City of Fernley's Fleet Department is requesting to purchase one (1) 1/2-ton, four-wheel drive pickup truck to be assigned to the City of Fernley's Utilities Department.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1) 1/2-ton, four-wheel drive pickup truck for the City of Fernley's Utilities Department for an amount not to exceed \$42,608.25."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny this purchase and provide staff with further direction.

BACKGROUND:

The City of Fernley's Fleet Department is requesting to purchase one (1) 1/2-ton, four-wheel drive pickup truck to be assigned to the City's Utilities Department. A Utility Operator in the Water Distribution Department will utilize the vehicle. FCC approved the Utility Operator position during its regularly scheduled meeting on November 5, 2025. If this purchase receives approval, the vehicle will be used in the daily operations of the City's water distribution system.

Every fiscal year, the State accepts bids from dealerships around Nevada for assorted makes and models of work trucks, cars and light and heavy equipment for purchase by local government agencies. Using the results of the State's competitive bid process is standard practice for municipalities because it saves time and money. The municipality does not have to assemble bid documents, advertise, and rank bidders with the intention of making a purchase.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.063

FINANCIAL IMPLICATIONS:

This purchase will be made using G.L. number 510-165100.

ATTACHMENTS:

1. Champion Chevrolet Quote 2



Vehicle Locator

Detail Report for Customer

CHAMPION CHEVROLET
800 KIETZKE, RENO, NV, 89502
775-786-3111

Customer/Company:
Address:

Sales Consultant:

IN
STOCK

Vehicle #1: 2026 Chevrolet 1500 Silverado	VIN/Order #	MSRP	Stock #
	1GCRKBEK2TZ199690	\$47,835.00	

Body Style: CK10753-4WD Standard Box Double Cab
PEG: 1CX-Custom Preferred Equipment Group
Primary Color: GAZ-Summit White
Trim: H0U-1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black, Interior Trim
Engine: L3B-Engine: TurboMax
Transmission: MFC-8-Speed Automatic

YOUR COST
42,580⁹⁵
+ \$28.25 TITLE
FEE

Options: 1CX-Custom Preferred Equipment Group
1SZ-Option Package Discount
4AA-Interior Trim, Jet Black
A2X-Power Seat Adjuster (Driver's Side)
AKO-Glass, Deep Tinted
AQQ-Keyless Remote Entry
AXG-WINDOW REG DRVR DR POWER
OPERATED, EXPRESS UP/DOWN
AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature
B30-Floor Covering: Carpet, Color Keyed
BTV-Remote Engine Starting Pkg
C49-Defogger, Rear Window, Electric
C5W-GVW Rating 7000 Lbs
DLF-Mirrors, O/S: Power, Heated
E63-Durabed
EF7-COUNTRY UNITED STATES OF AMERICA
(USA)
GAZ-Summit White
GU6-Rear Axle: 3.42 Ratio
H0U-1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black,
Interior Trim
IOR-Chevrolet Infotainment, 7" Color Screen
J26-ENGINEERING YEAR 2026
K34-Cruise Control
KC9-110 Volt Electrical Receptacle, In P/U Box
KI4-120 Volt Electrical Receptacle, In Cab
KW5-Alternator, 220 AMP
L3B-Engine: TurboMax
MAH-MARKETING AREA US, PUERTO RICO/USVI
MFC-8-Speed Automatic
NB5-Single Exhaust System
NB9-Emissions Override, State Specific
N2P-Wheels, 20" x 9" Silver Painted Aluminum
PCX-1CX/2CX Convenience 1 Package
PDX-1CX Custom Value Package

PED-Chevy Safety Assist
QAE-Tires: 275/60 R20 All Terrain, Blackwall
QAQ-Tire, Spare: 255/80 R17 All Season, Blackwall
QK1-Standard Tailgate
QT5-Tailgate Function--EZ Lift, Power Lock &
Release
RIA-LPO - Interior Floor Liners
SAF-Spare Tire Lock
SLM-Sales Stock Orders
TQ5-Headlamps, Intellibeam
U2K-SiriusXM Satellite Radio (subscription)
UBI-2-USBs, Second Row Charge/Data Ports
UE1-OnStar Communication System
UE4-Following Distance Indicator
UEU-Sensor, Forward Collision Alert
UF2-Lighting, Cargo Box, LED
UHX-Lane Keep Assist/Departure Warning
UHY-Automatic Emergency Braking
UKJ-Sensor, Front Pedestrian Braking
UQF-Speaker System: Standard Sound System
UTJ-Theft Protection System, Unauthorized Entry
V76-Recovery Hooks
VBJ-LPO - Under Seat Storage
VK3-Front License Plate Mounting Provisions
VV4-4G LTE Wi-Fi Hotspot capable
WMI-Aero Shutters, front grille
WNO-VIN MODEL YEAR 2026
X88-Nameplate - Chevrolet
YF5-California Emissions
YM8-LPO Processing Option
Z60-Suspension Package
Z82-Trailer Package

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: January 21, 2026

REPORT TO: Mayor and City Council

REPORT FROM: mayor McIntyre

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve an agreement with the Porter Group for government affairs and lobbying services.

AGENDA ITEM BRIEF:

RECOMMENDED MOTION:

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:

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Porter Group Fernley Proposal

January 6, 2026

Mayor Neal McIntyre
City of Fernley, Nevada
595 Silver Lace Boulevard
Fernley, NV 89408

Re: Porter Group, LLC – Proposal and Engagement Agreement for Federal Government Affairs
Consulting Services

Dear Mayor McIntyre,

Porter Group, LLC (“Porter Group”) is honored to present this proposed engagement agreement (“Agreement”) to provide federal government affairs consulting and advocacy services to City of Fernley, Nevada (the “City”).

Overview of Porter Group

Porter Group is a bipartisan federal government and business consulting and advocacy firm with its headquarters in Washington, D.C. on Capitol Hill. The firm provides a mix of expertise in public policy, government and legislative advocacy/lobbying, bipartisan coalition building, communications management, and business development services. It has personnel with the depth of experience and relationships to work on a wide variety of federal matters. Porter Group works collaboratively with clients to assess and evaluate their objectives and develop strategic avenues to meet their goals. The firm accomplishes this through a multi-dimensional mix of advocacy, legislation, education, and relationship and coalition building.

Porter Group’s philosophy and culture are centered around building long-term client relationships through a tenacious focus on obtaining successful results for clients and detailed attention to client service. Porter Group’s greatest strengths are its ability to work collaboratively, closely and in frequent communication with clients to strategically assess, evaluate and develop priorities and approaches; influence legislative and government action through advocacy; and help clients build relationships and partnerships with third parties to help advance their goals.

Porter Group team members, collectively, have decades of federal policy, legislative, political, and business experience among them. Notably, members of the Porter team have a special expertise in federal appropriations, direct funding measures and grants, including the “Community Project Funding” (or “CPF”) process. Thus, Porter Group is well-positioned to help develop strategies and plans for securing federal funding support and has built extensive bipartisan Congressional relationships in this area.

Scope of Work

Porter Group will work with the City to pursue the following federal funding options to achieve success:

1. Community Project Funding.

Porter Group will collaborate with the City to facilitate the submission of its CPF requests. Specifically, Porter Group will:

- Coordinate with the City and Members of the Nevada Congressional delegation and their staffs to arrange virtual and / or in person meetings in which the City will have the opportunity to provide information regarding its community-based projects
- Assist the City in preparing a competitive CPF submission using existing Congressional guidance and Porter Group's network of Congressional contacts
- Organize follow-up documentation to gain and maintain Congressional support for presentation to the relevant committees of jurisdiction in both the U.S. House of Representatives and Senate
- Work with Congressional staff to advocate for the progress of the City's CPF requests and their inclusion in federal appropriations legislation

2. Traditional Appropriations.

Through the traditional appropriations process, projects can be prioritized for funding through the submission of strategic language which creates a legislative incentive for agencies to award grants to certain entities per Congressional intent. This process disallows singling out an entity or directly awarding funds but it can allow for an entity to be more competitive in a grant process by matching and citing certain Congressional language pointing to a funding priority. This process would include:

- Drafting appropriate legislative language
- Determining which appropriations bill, department, account and program the language would be most suitable according to the funding need
- Requesting the language through work with the Nevada Congressional delegation
- Working the language through the appropriations process as well as potential amendments

3. Overall Federal Representation.

In addition to the above, Porter Group will:

- Collaborate with City in establishing priorities and parameters for federal policy and advocacy
- Update the City on relevant executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations and recommend optimal participation in thought leadership on those proposals and recommendations
- Advise and consult on behalf of the City with Members of Congress and their staff, the White House, and relevant federal agencies
- Secure and furnish detailed information that may be available on federal programs in which the City indicates an interest
- When requested to do so by the City, review and comment on proposals of the City which are being prepared for submission to federal agencies
- Participate in periodic status meetings and/or provide reports, as directed by the City, which detail the activities undertaken on the City's behalf
- Ensure, as best as is practicable, regional collaboration on critical projects including funding proposals

Term

The initial term of this Agreement shall commence on January 15th, 2026 and terminate as of June 30th, 2027 ("Initial Term"). The parties may agree to extend this engagement upon completion of the Initial Term. The terms and conditions for any such extension shall be mutually agreed upon at the time of such extension. Either party may terminate this agreement upon thirty (30) days prior written notification.

Fees and Expenses

For these services, the City of Fernley agrees to pay Porter Group \$6,000.00 per month. The first payment shall be made upon execution of this Agreement. Porter Group will invoice for these services monthly, in advance, and payment is promptly due upon your receipt of the invoice.

Miscellaneous

The City agrees that this representation applies solely to the work described above, unless otherwise mutually agreed upon, and that Porter Group is not providing legal services and/or tax advice under this engagement.

Upon reviewing this letter, if it meets with your approval, please sign in the space provided below and return it to Porter Group with payment of the first monthly retainer amount. We stand ready to help and appreciate the opportunity to be of service. Please contact me with any questions you may have.

Sincerely,



Honorable Jon C. Porter, President/CEO
Porter Group, LLC

AGREED TO AND ACCEPTED

By: _____

Title: _____

Date: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: January 21, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Lisa Warner

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance

AGENDA ITEM:

(For Possible Action) Introduction and First Reading of Bill #374 (associated with CA25008) to amend Table 070-1 (Residential – Single-Family Density/Intensity Standards) of Section 32.06.070 of the Fernley Development Code to remove the 20' side combined setback for the SF6 zone and make minor grammatical corrections to the section as a whole.

AGENDA ITEM BRIEF:

After discussion with developers and builders on various subdivision developments, the Planning Department staff have deemed it necessary to update the Fernley Development Code to remove the 20' side combined setback for the SF6 zone.

At their meeting on December 10, 2025, the Planning Commission unanimously recommended that the City Council approve this amendment.

RECOMMENDED MOTION:

None

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Note: Though no motion is required, City Council may request changes to the bill as put forth, request staff provide specific information, or make any other motion consistent with Fernley City Council Rules of Procedure.

BACKGROUND:

After discussion with developers and builders on various subdivision developments, the Planning Department staff have deemed it necessary to update the Fernley Development Code to remove the 20' side combined setback for the SF6 zone. The 20' side combined setback is very restrictive, especially for 6,000 square foot lots.

Removing this 20' side combined setback requirement will enable developers and builders to have more options in the placement of single-family residences on SF6 zoned lots and will also enable them to have additional square footage options for single-family residences.

Although the primary change in this Code Amendment is the removal of the 20' side combined setback requirement for the SF6 zone, there were other minor grammatical corrections that were made.

The Planning Commission voted 6 to 0 on December 10, 2025, to recommend City Council approve this Code Amendment.

FINDINGS:

In order to be approved, the following findings must be met:

1) The code amendment is consistent with the city's Master Plan and is otherwise consistent with state and federal law.

The Master Plan does not specifically address Development Standards and Zoning District Density and Intensity Standards; therefore, the proposed Code Amendment does not violate any specific Master Plan requirement.

2) Public notice was given, and a public hearing held per the requirements of the Development Code and Nevada Revised Statutes.

Public notices were given, and a public hearing will be held at both the Planning Commission and the City Council meetings.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Fernley Development Code Section 32.06.070

Fernley Development Code Table 32.06.070-1

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. SF6 Setbacks Original
2. SF6 Setbacks V1_LW_PC Redlined
3. SF6 Setbacks V1_LW_PC Proposed
4. Bill #374

Sec. 32.06.070. - Residential - Single-family (SF20, SF12, SF9, SF6).

Purpose: These districts are intended primarily for single family detached homes with varied lot sizes and a mix of low to medium densities. The districts encourage new development to provide buffering, lot matching or transition of density when adjacent to existing residential. The districts require municipal services can be provided, and accommodate a range of development types, from conventional large lot subdivisions to smaller lots with a more urban setting. This section establishes two development options: (1) conventional development that incorporates minimum lot size, setback, and coverage standards, and (2) design development that incorporates design and density standards.

(a) *Uses.* Refer to section 32.06150(c) (use table).

(b) *Dimensional standards.*

(1) Alley loaded garages may be constructed within the rear setback and may utilize up to a four-foot drive apron, whereas alley loaded driveways are prohibited.

(c) *Design standards.*

Purpose: These design standards maximize flexibility in the design of residential lots and encourage a variety of product types, while protecting of the community and its environmental resources. These standards encourage well-designed developments that: (1) reduce the prominence of garages in the front elevation, (2) promote pedestrian activity, (3) create functional and visual diversity, (4) provide community open space; and (5) protect significant features of the natural environment.

(1) *Generally.*

a. New subdivisions that comply with these design standards are subject to the density standards, the minimum lot size and coverage requirements of this district (see subsection (b) above).

b. The city's review of a single-family residential project will consider the following criteria:

1. Proportional size, mix and arrangement of lots;

2. Placement of dwelling unit on lot;
3. Varied garage placement and orientation;
4. Provisions of amenities (entrance treatment, landscaping, open space, etc.);
5. Preservation of natural features;
6. Treatment of grading drainage courses, and;
7. Treatment of walls.

(2) *Architectural standards.*

a. *Building design.*

1. There is no specific architectural "style" required for residential structures. Within a development, the architecture shall include building style, form, size, color, materials and roof line that are complementary. Attached or detached garages or carports shall match the main structure in architecture, building material and roof pitch.
2. Any building addition or additional building(s) (over 200 square feet) on a property shall match the main structure in building design, building materials, roof pitch and architectural character.
3. At least three distinctive floor plans are required within each subdivision. A subdivision with 20 or less lots may have less than three distinctive floor plans, upon approval of the administrator.
4. The architectural character (i.e., exterior materials, window trims, cornices, arches, etc.) of the front elevations shall be utilized on all sides of the home.
5. Roofs shall have variations in plane accomplished by use of dormers (pitched, shed-roof or eyebrow), gables, hipped roofs and variations in pitch. Pitched roofs are preferred and when a

flat roof is used, it must relate to the architectural style as approved by the administrator. All roofs shall be articulated. This may be achieved by changes in plane or by the use of traditional roof forms such as hips, gables, and dormers.

6. In order to encourage front porches as a dominant feature for the street facade, and the connectivity of this space into the street neighborhood:

A. The roof of the porch shall be solid.

B. The porch shall be a minimum of 36 square feet with a minimum dimension of four feet in width.

b. Building materials.

1. Exterior elevation shall demonstrate a logical use of materials and a unified appearance. The design between the home and the garage shall use complementary materials and/or colors. The materials shall be architecturally related. Large expanses of uninterrupted, single exterior materials without window trim, plane or color changes shall not be allowed.

2. Change of materials or color shall occur at changes in plane or at a logical break on that façade, so as not to give the appearance of "tacked-on" quality. Accent colors can be used for shutters, trim, balcony rail, columns, stucco recesses, or cornice bands and shall relate to the architectural character of the building. Accent materials utilized on the front façade corners shall extend and continue around the corners a minimum of two feet or a logical break on side façade.

3. Building materials and color schemes shall be consistent with the chosen architectural style. For example, with Spanish style homes, the design is consistent with stucco buildings and mission tile roof.

4. Exterior color elevations for all sides with proposed materials shall be provided for review and consideration by the administrator prior to the issuance of a building permit.

c. *Garage frontage and location.* The intent of the garage standards are to ensure that the garage is not the dominant feature of the street façade.

1. *Street loading garages.* To prevent the design of street loading garages as a dominant front visual street element of the building façade, houses with street loading garages shall not exceed 60 percent of the total overall length of the street building façade, and shall incorporate at least a two-foot offset as part of the front façade.

2. *Side loading garages.* To prevent the side of the garage towards the street from being a blank wall, houses with side loading garages shall incorporate architectural features, windows, faux windows, or other details on the façade of the garage facing the street.

3. *Alley loading garages.* To ensure compatibility, the garage off the alley shall have architectural features that complement the main structure and shall be oriented so as to not block they alley.

4. *Driveway length.* The length of a driveway to the front of a garage door shall be a minimum of 20 feet. The driveway length shall be designed to prevent an automobile parked in the driveway from blocking the sidewalk and to accommodate off street parking.

[\(Ord. No. 2020-005, § 1\(Exh. A\), 3-4-2020\)](#)

TABLE 32.06.070-1 - Residential - Single-Family Density/Intensity Standards

	SF20	SF12	SF9	SF6
Lot				
Lot size (min) (square feet)	20,000	12,000	9,000	6,000
Lot coverage (max)	30%	35%	40%	50%
Lot frontage (min)	35'	35'	35'	35'
Lot width (min)	80'	70'	65'	60'
Lot width - corner	80'	70'	65'	65'
Setbacks (principal buildings)				
Front (livable space or side load garage)	20'	20'	15'	15'
- garage/carport	25'	25'	20'	20'
Side	10'	10'	7.5'	5'
side combined			20'	20'
Exterior Side	20'	20'	10'	10'
Rear	20'	20'	20'	10'
Alley loaded garage ¹				
Density (maximum)				
Residential (du/ac)	2.2	3.6	4.8	7.2
Height (structures)				
Residential	35'	35'	35'	35'
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a. New subdivisions that comply with these design standards are subject to the density standards, the minimum lot size and coverage requirements of this district (see subsection (b) above).

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Rear	20'	20'	20'	10'
Alley loaded garage ¹				
Density (maximum)				
Residential (du/ac)	2.2	3.6	4.8	7.2
Height (structures)				
Residential	35'	35'	35'	35'
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Commented [LW1]: Removing the side setback requirement for SF6

Sec. 32.06.070. - Residential - Single-Family (SF20, SF12, SF9, SF6).

Purpose: These districts are intended primarily for single family detached homes with varied lot sizes and a mix of low to medium densities. The districts encourage new development to provide buffering, lot matching or transition of density when adjacent to existing residential. The districts require municipal services can be provided, and accommodate a range of development types, from conventional large lot subdivisions to smaller lots with a more urban setting. This section establishes two development options: (1) conventional development that incorporates minimum lot size, setback, and coverage standards, and (2) design development that incorporates design and density standards.

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BILL #374
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AMENDING SECTION 32.06.070 OF THE FERNLEY DEVELOPMENT CODE TO AMEND TABLE 070-1 (RESIDENTIAL – SINGLE-FAMILY DENSITY/INTENSITY STANDARDS) TO REMOVE THE 20' SIDE COMBINED SETBACK FOR THE SF6 ZONE AND MAKE MINOR GRAMMATICAL CORRECTIONS TO THE SECTION AS A WHOLE.

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

Section 1. Title 32, Chapter 32.06, Section 32.06.070 and Title 32, Chapter 32.06, Section 32.07.070-1 are hereby amended as follows:

Sec. 32.06.070 – Residential – Single-family (SF20, SF12, SF9, SF6).

Purpose: These districts are intended primarily for single family detached homes with varied lot sizes and a mix of low to medium densities. The districts encourage new development to provide buffering, lot matching or transition of density when adjacent to existing residential. The districts require municipal services can be provided, and accommodate a range of development types, from conventional large lot subdivisions to smaller lots with a more urban setting. This section establishes two development options: (1) conventional development that incorporates minimum lot size, setback, and coverage standards, and (2) design development that incorporates design and density standards.

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(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)

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Height (structures)				
Residential	35'	35'	35'	35'
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- Section 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- Section 3.** The City Clerk is instructed and authorized to publish the title of this ordinance as provided by law.
- Section 4.** This ordinance shall become effective upon passage, approval, and publication.
- Section 5.** The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare, and convenience.
- Section 6.** In any subsection, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.

Section 7. The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL #374 BEING HEREBY PROPOSED on the 21st day of January, 2026.

BILL #374 BEING HEREBY PASSED, APPROVED, and ADOPTED this 4th day of February, 2026, 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



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: January 21, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Lisa Warner

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance

AGENDA ITEM:

(For Possible Action) Introduction and first reading of Bill #363 (associated with CA25006) to amend the Fernley Development Code dealing with Day Care to implement the following: 1) Amend Title 32, Chapter 2, Section 030 (Definitions) to update the Definitions of "Child Care Facility" and "Child Care, In Home" and add a definition for Adult Day Care; 2) Amend Title 32, Chapter, 7, Section 150 (Day Care/Child Care) to make minor grammatical corrections and amend Table 32.07.150-1 (Day Care/Child Care Use Standards) to update and expand on development standards; 3) Amend Title 32, Chapter 9, Section 120, Table 32.09.120-2 (Parking Ratios) to make minor grammatical corrections; and 4) Amend Title 32, Chapter 6, Section 150 (Unlisted Uses and Use Table) and amend Table 32.06.150-2 (Use Table) to make minor grammatical corrections, adjust where Day Care uses are allowed, and update required application types to establish this use type in appropriate zoning districts.

AGENDA ITEM BRIEF:

After discussion with local child advocacy groups, Planning Department staff have deemed it necessary to update the Fernley Development Code for Day Care/Child Care to update the definitions, update and expand development standards, make minor grammatical corrections, and update required application types.

The Planning Commission voted 7 to 0 on November 12, 2025 to recommend City Council approve this Code Amendment with one modification. The modification is to update the Use Table further and allow adult day care in the TC, EC, I, and PF zones to match the Day Care Facility use.

RECOMMENDED MOTION:

None

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Note: Though no motion is required, Council may request changes to the bill as put forth, request staff provide specific information, or make any other motion consistent with Fernley City Council Rules of Procedure.

BACKGROUND:

The Planning Department has had several discussions with local day care providers and representatives of the The Children's Cabinet who have expressed frustration with current Development Code regulations that make providing day care services in Fernley difficult. Specifically, the difficulty in providing day care during the overnight hours when a large portion of parents are working. Therefore, staff have deemed it necessary to update the Fernley Development Code dealing with day care to address these concerns and do a comprehensive update to the day care use in general.

There are multiple proposed changes throughout several sections of the Development Code including Definitions, Use Standards, Use Table, and Parking Ratios.

The Definitions section is being amended to update the "Day Care" and "Child Care, In Home" definitions and add a definition for Adult Day Care. The Day Care/Child Care section is being amended to make minor grammatical corrections. The Day Care/Child Care Use Standard Table is being amended to remove the requirement for a Conditional Use Permit for overnight hours and add additional development standards meant to mitigate overnight day care concerns. These include standards such outdoor play hours, fencing to limit noise, and client parking. Additional standards address new stand-alone buildings, signage, and business licenses. The Parking Ratios section is being amended to make minor grammatical corrections. The Use Table is being amended to make minor grammatical corrections, adjust where Day Care uses are allowed, and update required application types.

The Planning Commission voted 7 to 0 on November 12, 2025 to recommend City Council approve this Code Amendment with one modification. The modification is to update the Use Table further and allow adult day care in the TC, EC, I, and PF zones to match the Day Care Facility use.

FINDINGS:

In order to be approved, the following findings must be met:

1. The code amendment is consistent with the city's Master Plan and is otherwise consistent with state and federal law.

The Master Plan does not specifically address Definitions, Use Standards, or the Use Table; therefore, the proposed Code Amendment does not violate any specific Master Plan requirement.

2. Public notice was given, and a public hearing held per the requirements of the Development Code and Nevada Revised Statutes.

Public notices were given through the Reno Gazette Journal on December 1, 2025, and a public hearing will be held at both the Planning Commission and the City Council meetings.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Fernley Development Code Section 32.02.030
Fernley Development Code Section 32.07.150
Fernley Development Code Table 32.07.150-1
Fernley Development Code Section 32.09.120
Fernley Development Code Table 32.09.120-2
Fernley Development Code Section 32.06.150
Fernley Development Code Table 32.06150-2

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Day Care Code Original
2. Day Care Red line_CC
3. Day Care Proposed_CC
4. Bill #363

Sec. 32.02.030. - Definitions.

Child care facility. A "child care facility" as defined by NRS ch. 432A.

Child care, in-home. A child care facility located in a dwelling unit that includes no more than the number of children two care givers may care for in accordance with the Nevada Division of Public and Behavioral Health, Child Care Licensing Regulations for Child Care Facilities (staff-to-child ratio).

TABLE 32.06.150-2 - Use Table

Use Category	Use Type	Additional Use Standards	GR20	RR5	RR1	RR½	SF20	SF12	SF9	SF6	MDR14	MF21	MF30	MU	C1	C2	TC	EC	I	PF
	Fraternal club/lodge/community service facility	Reference chapter 32.07												P	P	P				P
Day Care																				
	Adult day care	Reference chapter 32.07										P	P	P	P	P				
	Child care facility	Reference chapter 32.07										C	C	C	C	C		A	A/L	P
	Child care, in-home	Reference chapter 32.07	A	A	A	A	A	A	A	A	A	A	A	A						

Sec. 32.07.150. - Day care/child care.

(a) *Generally.* The standards below apply to each use listed where indicated by a check mark (✓).

TABLE 32.07.150-1 - Day Care/Child Care Use Standards

Standards	Adult Day Care	Child Care Facility	Child Care, In-home
If the facility serves at least 12 children or adults at any time, facility must be adjacent to, and accessed from, a collector or arterial street.	✓	✓	
The site shall be designed so that all discharging or loading of passengers from a vehicle is accomplished on the site.	✓	✓	
Where the facility abuts a single-family ("SF") zoning district:	✓	✓	
• The building entrance and access shall be oriented away from residential uses on local streets.			
• Outdoor lighting shall be designed so as to not shine directly onto any abutting residential property.			
The hours of operation shall not extend beyond the hours of 6:00 a.m. to 8:00 p.m., unless a different time period is approved by a Conditional Use Permit.	✓	✓	✓

TABLE 32.09.120-2 - Parking Ratios

<i>Day Care:</i>	Adult day care	1 per 1,000 sf
	Child care facility	1 per 350 sf
	Child care, In-home	n/a

Section 32.02.030 Definitions

The words, terms, and phrases used in this title are below.

Adult Day Care. A licensed establishment operated and maintained to provide care or supervision during the day, such as social activities, minor health care assessments, meals, and recreation, for five or more persons 18 years of age or older. The facility may not be used as a residence. The definition does not include halfway houses for recovering alcohol and drug abusers.

Child Care facility. Defined by NRS Chapter 432A. Includes any place, home, institution, business, or establishment in which five or more children under 18 years of age are received, cared for, or maintained for any period of time. Does not include accessory, in-home child care as defined in this Chapter.

Child Care, in-home. Child care services offered within the permanent residence of the provider for the purpose of providing care for not more than four children under 18 years of age for a period of less than 24 hours.

Section 32.07.150 Day Care/Child Care

(a) *Generally.* In addition to compliance with all relevant state statutes, the standards below apply to each use listed where indicated by a check mark (✓).

TABLE 32.07.150-1 Day Care/Child Care Use Standards

Standards	Adult Day Care	Child Care Facility	Child Care, In-home
If the facility serves at least 12 children or adults at any time, facility must be adjacent to, and accessed from, a collector or arterial street.	✓	✓	
The site shall be designed so that all discharging or loading of passengers from a vehicle is accomplished on the site.	✓	✓	
New stand-alone buildings shall be made compatible with the surrounding buildings through use of massing, architectural features, materials, or other design choices.	✓	✓	
Where the facility abuts a single-family ("SF") zoning district:			
The building entrance and access shall be oriented away from residential uses on local streets.	✓	✓	
Outdoor lighting shall be designed so as to not shine directly onto any abutting residential property.	✓	✓	
Outdoor play shall be limited to daylight hours.		✓	✓

Outdoor play areas shall be enclosed by perimeter fencing composed of opaque materials six (6) feet in height.		✓	✓
Client parking shall not adversely affect adjacent residents.			✓
Signage allowed.	✓	✓	
Business License Required	✓	✓	✓

TABLE 32.09.120-2 Parking Ratios

	Use	Parking Spaces Required
	See Chapter 32.06 (Use Table)	(sf = building gross floor area unless otherwise provided)
Public/Civil/ Institutional		
Day Care:	Adult Day Care	1 per 1,000 sf
	Child Care facility	1 per 350 sf
	Child Care, In-home	N/A

TABLE 32.06.150-2 – Use Table

Use Category	Use Type	Additional Use Standards	GR20	RR5	RR1	RR1/2	SF20	SF12	SF9	SF6	MDR14	MF21	MF30	MU	C1	C2	TC	EC	I	PF
Day Care																				
	Adult Day Care	Reference chapter 32.07	C	C	C	C	C	C	C	C	C	AR	AR	P	P	P	<u>P</u>	<u>A</u>	<u>A</u>	<u>P</u>
	Child Care facility	Reference chapter 32.07	C	C	C	C	C	C	C	C	C	AR	AR	P	P	P	P	A	A	P
	Child Care, in-home	Reference chapter 32.07	A	A	A	A	A	A	A	A	A	A	A	A						

Section 32.02.030 Definitions

The words, terms, and phrases used in this title are below.

Adult Day Care. A licensed establishment operated and maintained to provide care or supervision during the day, such as social activities, minor health care assessments, meals, and recreation, for five or more persons 18 years of age or older. The facility may not be used as a residence. The definition does not include halfway houses for recovering alcohol and drug abusers.

Child Care facility. Defined by NRS Chapter 432A. Includes any place, home, institution, business, or establishment in which five or more children under 18 years of age are received, cared for, or maintained for any period of time. Does not include accessory, in-home child care as defined in this Chapter.

Child Care, in-home. Child care services offered within the permanent residence of the provider for the purpose of providing care for not more than four children under 18 years of age for a period of less than 24 hours.

Section 32.07.150 Day Care/Child Care

(a) *Generally.* In addition to compliance with all relevant state statutes, the standards below apply to each use listed where indicated by a check mark (✓).

TABLE 32.07.150-1 Day Care/Child Care Use Standards

Standards	Adult Day Care	Child Care Facility	Child Care, In-home
If the facility serves at least 12 children or adults at any time, facility must be adjacent to, and accessed from, a collector or arterial street.	✓	✓	
The site shall be designed so that all discharging or loading of passengers from a vehicle is accomplished on the site.	✓	✓	
New stand-alone buildings shall be made compatible with the surrounding buildings through use of massing, architectural features, materials, or other design choices.	✓	✓	
Where the facility abuts a single-family ("SF") zoning district:			
• The building entrance and access shall be oriented away from residential uses on local streets.	✓	✓	
• Outdoor lighting shall be designed so as to not shine directly onto any abutting residential property.	✓	✓	
Outdoor play shall be limited to daylight hours.		✓	✓

Outdoor play areas shall be enclosed by perimeter fencing composed of opaque materials six (6) feet in height.		✓	✓
Client parking shall not adversely affect adjacent residents.			✓
Signage allowed.	✓	✓	
Business License Required	✓	✓	✓

TABLE 32.09.120-2 Parking Ratios

	Use	Parking Spaces Required
	See Chapter 32.06 (Use Table)	(sf = building gross floor area unless otherwise provided)
Public/Civil/ Institutional		
Day Care:	Adult Day Care	1 per 1,000 sf
	Child Care facility	1 per 350 sf
	Child Care, In-home	N/A

TABLE 32.06.150-2 – Use Table

Use Category	Use Type	Additional Use Standards	GR20	RR5	RR1	RR1/2	SF20	SF12	SF9	SF6	MDR14	MF21	MF30	MU	C1	C2	TC	EC	I	PF
Day Care																				
	Adult Day Care	Reference chapter 32.07	C	C	C	C	C	C	C	C	C	AR	AR	P	P	P	P	A	A	P
	Child Care facility	Reference chapter 32.07	C	C	C	C	C	C	C	C	C	AR	AR	P	P	P	P	A	A	P
	Child Care, in-home	Reference chapter 32.07	A	A	A	A	A	A	A	A	A	A	A	A						

BILL #363
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AMENDING SEVERAL SECTIONS OF THE FERNLEY DEVELOPMENT CODE DEALING WITH DAY CARE AS FOLLOWS: 1) AMEND TITLE 32, CHAPTER 2, SECTION 030 (DEFINITIONS) TO UPDATE THE DEFINITIONS OF “CHILD CARE FACILITY” AND “CHILD CARE, IN HOME” AND ADD A DEFINITION FOR ADULT DAY CARE; 2) AMEND TITLE 32, CHAPTER 7, SECTION 150 (DAY CARE/CHILD CARE) TO MAKE MINOR GRAMMATICAL CORRECTIONS AND AMEND TABLE 32.07.150-1 (DAY CARE/CHILD CARE USE STANDARDS) TO UPDATE AND EXPAND ON DEVELOPMENT STANDARDS; 3) AMEND TITLE 32, CHAPTER 9, SECTION 120, TABLE 32.09.120-2 (PARKING RATIOS) TO MAKE MINOR GRAMMATICAL CORRECTIONS; AND 4) AMEND TITLE 32, CHAPTER 6, SECTION 150 (UNLISTED USES AND USE TABLE) AND AMEND TABLE 32.06.150-2 (USE TABLE) TO MAKE MINOR GRAMMATICAL CORRECTIONS, ADJUST WHERE DAY CARE USES ARE ALLOWED, AND UPDATE REQUIRED APPLICATION TYPES IN APPROPRIATE ZONING DISTRICTS.

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

Section 1. Title 32, Chapter 32.02, Section 32.09.030, Title 32, Chapter 32.07, Section 32.07.150 and Table 32.07.150-1, Title 32, Chapter 32.09, Section 32.09.120 and Table 32.09.120-2, and Title 32, Chapter 32.06, Section 32.06.150 and Table 32.06.150-2 are hereby amended as follows:

Sec. 32.02.030 – Definitions.

Section 32.02.030 Definitions

The words, terms, and phrases used in this title are below.

Adult Day Care. A licensed establishment operated and maintained to provide care or supervision during the day, such as social activities, minor health care assessments, meals, and recreation, for five or more persons 18 years of age or older. The facility may not be used as a residence. The definition does not include halfway houses for recovering alcohol and drug abusers.

Child Care Facility. Defined by NRS Chapter 432A. Includes any place, home, institution, business, or establishment in which five or more children under 18 years of age are received, cared for, or maintained for any period of time. Does not include accessory, in-home child care as defined in this Chapter.

Child Care, in-home. Child care services offered within the permanent residence of the provider for the purpose of providing care for not more than four children under 18 years of age for a period of less than 24 hours.

Sec. 32.07.150 – Day Care/Child Care

Section 32.07.150 Day Care/Child Care

(a) *Generally.* In addition to compliance with all relevant state statutes, the standards below apply to each use listed where indicated by a check mark (✓).

TABLE 32.07.150-1 Day Care/Child Care Use Standards

Standards	Adult Day Care	Child Care Facility	Child Care, In-home
If the facility serves 12 or more children or adults at any time, the facility must be adjacent to, and accessed from, a collector or arterial street.	✓	✓	
The site shall be designed so that all loading and unloading of passengers from a vehicle is accomplished onsite.	✓	✓	
Newly constructed buildings shall be compatible with the surrounding buildings through use of massing, architectural features, materials, or other design choices.	✓	✓	
Outdoor play shall be limited to daylight hours.		✓	✓
Outdoor play areas shall be enclosed by perimeter fencing composed of opaque materials six (6) feet in height.		✓	✓
Client parking shall not adversely affect adjacent residents.			✓
Signage allowed.	✓	✓	
Business License Required	✓	✓	✓
Where a facility located in a commercial or industrial zoning district abuts a single-family ("SF") zoning district:			
The building entrance and access shall be oriented away from residential uses.	✓	✓	
Outdoor lighting shall be designed so as to not shine directly onto any abutting residential property.	✓	✓	

Sec. 32.09.120 – Parking and Loading

Table 32.09.120-2 Parking Ratios

TABLE 32.09.120-2 Parking Ratios

	Use	Parking Spaces Required
	See Chapter 32.06 (Use Table)	(sf = building gross floor area unless otherwise provided)
Public/Civil/ Institutional		
Day Care:	Adult Day Care	1 per 1,000 sf
	Child Care facility	1 per 350 sf
	Child Care, In-home	N/A

Sec. 32.06.150 – Unlisted Uses and Use Table

TABLE 32.06.150-2 – Use Table

Use Category	Use Type	Additional Use Standards	GR20	RR5	RR1	RR1/2	SF20	SF12	SF9	SF6	MDR14	MF21	MF30	MU	C1	C2	TC	EC	I	PF
Day Care																				
	Adult Day Care	Reference chapter 32.07	C	C	C	C	C	C	C	C	C	AR	AR	P	P	P				
	Child Care facility	Reference chapter 32.07	C	C	C	C	C	C	C	C	C	AR	AR	P	P	P	P	A	A	P
	Child Care, in-home	Reference chapter 32.07	A	A	A	A	A	A	A	A	A	A	A	A						

- Section 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- Section 3.** The City Clerk is instructed and authorized to publish the title of this ordinance as provided by law.
- Section 4.** This ordinance shall become effective upon passage, approval, and publication.
- Section 5.** The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare, and convenience.
- Section 6.** In any subsection, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.
- Section 7.** The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL #363 BEING HEREBY PROPOSED on the 21st day of January, 2026.

BILL #362 BEING HEREBY PASSED, APPROVED, and ADOPTED this 4th day of February, 2026, 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



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: January 21, 2026

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: Ordinance
Receive/File

AGENDA ITEM:

Introduction and first reading of Bill #373 associated with CA25007, a request from the Planning Department and City Manager's Office to amend the definitions, use table entries, use standards, and parking supply requirements for the animal services land use as contained in Fernley Municipal Code, Title 32, Chapters 2, 6, 7, and 9 (FMC 32.02.030; FMC 32.06.150, Table 2; FMC 32.07.060; and FMC 32.09.120, Table 2).

AGENDA ITEM BRIEF:

The City's existing regulations for animal service uses are cumbersome and inflexible—in the current iteration of the code, many routine activities are prohibited unless associated with a veterinary practice, limiting the community's access to important animal care services unless the particular business model envisioned by the code is employed. In consultation with the City Manager's Office and the Animal Control Program Manager, Planning staff have developed additional definitions, use allowances, and development standards to enhance the feasibility of such businesses.

The proposed changes include:

1. New animal service use definitions that create additional flexibility for project proponents and easier regulatory responsibilities for City staff by separating this land use classification into four distinct uses with one additional defined accessory use,
2. New or updated entries in the City's use table, increasing allowances for animal service uses in many zoning districts,
3. New use standards intended to enhance operational efficacy, simplify enforcement, and ensure compatibility with other uses, and
4. Updated parking supply requirements intended to more adequately support the needs of these business types.

At the December 10th Planning Commission meeting, the Commission unanimously recommended approval of this development code text amendment.

RECOMMENDED MOTION:

None.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

None.

BACKGROUND:

Title 32, Development Code presently categorizes animal service land uses into two types: “indoor” and “overnight and/or outdoor.” The use standards for this use furthermore require that any animal boarding or daycare associated with an “animal service, indoor” use must be associated with a veterinary clinic, and only to the extent that it is part of medical care. Over the years, these definitions and the application of the associated use standards have effectively limited the presence of any animal boarding or shelter services within the City of Fernley. In working to correct this clear regulatory error, additional clarification needs were discovered. This proposal now includes a complete overhaul of the animal service land use and all associated references in the City’s Development Code as noted above.

Analysis: Development Code Text Amendment

A development code text amendment is committed to the City Council’s legislative discretion. A development code text amendment may be approved if it meets the following criteria.

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

The proposed development code text amendment is consistent with the City of Fernley’s Comprehensive Master Plan in that it establishes regulations that support the Plan’s overarching goals of effective growth management, land use compatibility, and fostering feasible projects that can provide a range of services to the community. Additionally, the following specific community goals are also supported by this code change.

LU.1.4.2 Projects shall be evaluated with the intent to promote land use compatibility; community design measures can increase compatibility among adjoining land uses.

This code amendment includes several new stipulations regarding outdoor confinement and play areas—the component most likely to constitute an adverse impact to adjoining uses and developments. By enacting strict regulations regarding this accessory use, land use compatibility can be promoted while use allowances are relaxed or adjusted.

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

By adopting this code amendment, the City provides new feasibility and flexibility for animal service uses—flexibility and feasibility that were previously absent from the Development Code. This amendment opens the door for new business models and project types while enhancing operational efficacy through increased parking supply requirements and use-specific standards.

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

In Fernley, where agriculture and outdoor culture predominate, pet and livestock ownership is a key component of the Fernley lifestyle. Shelters and other animal service uses provide an important public service to the community. Presently, many of Fernley's animal service needs, particularly impoundment, are provided in nearby communities. This is not only an inefficient arrangement but provides inadequate levels of service for community members. City regulations must be continually adapted to the growing and evolving needs of the community—this code amendment ensures that the demand for shelter, kennel, and other animal services can be provided at appropriate levels within the City.

2. Public notice was given, and a public hearing held per the requirements of the Development Code and Nevada Revised Statutes.

A public hearing was held in accordance with Fernley Municipal Code and Nevada Revised Statutes on December 10th, 2025. Legal notice was published in the Reno-Gazette Journal on November 25, 2025. An additional public hearing with appropriate legal notice is tentatively scheduled for February 4, 2026.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General References

Nevada Revised Statutes (NRS) Chapter 266 – General Law for Incorporation of Cities and Towns
Nevada Revised Statutes (NRS) Chapter 268 – Powers and Duties Common to Cities and Towns Incorporated under General or Special Laws
Nevada Revised Statutes (NRS) Chapter 278 – Planning and Zoning
Fernley Municipal Code (FMC) Title 32 – Development Code
City of Fernley Comprehensive Master Plan (2018, 3rd Update)

Specific References

NRS 266.105-118 – Ordinances and Resolutions
NRS 268.014 – Codification of Ordinances; Publication of Code

FMC 1.01.03 – Official Municipal Code, Amendments
FMC 32.03.040(d) – Development Code, Administration, Development Code Text Amendments
FMC 32.02.020 – Definitions
FMC 32.06.150, Table 2 – Use Table
FMC 32.07.060 – Animal Services
FMC 32.09.120, Table 2 – Parking Supply

FINANCIAL IMPLICATIONS:

None.

ATTACHMENTS:

1. Exhibit 1 - Bill 373
2. Exhibit 2 - Animal Services - Original Code
3. Exhibit 3 - Animal Services - Amended Code

BILL #373
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AMENDING TITLE 32, CHAPTER 2, SECTION 030 (DEFINITIONS); CHAPTER 6, SECTION 150, TABLE 2 (USE TABLE), CHAPTER 7, SECTION 060 (ANIMAL SERVICES), AND CHAPTER 9, SECTION 120, TABLE 2 (PARKING AND LOADING) OF THE FERNLEY DEVELOPMENT CODE TO IMPROVE COMPATIBILITY, REDUCE ADVERSE IMPACTS, RELAX USE ALLOWANCES, AND SIMPLIFY REGULATIONS FOR ANIMAL SERVICE USES IN THE CITY OF FERNLEY.

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

Section 1. Title 32, Chapter 2, Section 030 (Definitions) is hereby amended as follows:

Animal Service, Veterinary. An animal medical service use offering routine, diagnostic, emergency, surgical, and rehabilitative care. May include mobile call-out services, grooming, and short-term boarding offered as incidental services.

Animal Service, General. A commercial establishment offering animal grooming, breeding, or similar general services at a fixed location. May include mobile call-out services as an incidental service.

Animal Boarding or Training. A commercial establishment offering short-term or temporary boarding and/or training for domestic animals.

Animal Shelter. A commercial or public facility establishment primarily providing care and custody for animals. May include incidental veterinary, grooming, temporary boarding for a fee, and training services.

Outdoor confinement/play. Any outdoor area devoted to the confinement, exercise, training, or recreation of domestic animals associated with a commercial animal service use.

Title 32, Chapter 6, Section 150, Table 2 (Use Table) is hereby amended as follows:

Use Category	Use Type	Use Standards	GR20	RR5	RR1	RR1/2	SF20	SF12	SF9	SF6	MDR14	MF21	MF30	MU	C1	C2	TC	EC	I	PF
Animal Services	Animal Services, Veterinary	Chapter 32.07	C	C	C									P	P	P		P	P	
	Animal Services, General	Chapter 32.07	C	C	C									P	P	P		P	P	
	Animal Boarding or Training	Chapter 32.07	C											C	C	P		P	P	
	Animal Shelter	Chapter 32.07														C			P	P
	Outdoor confinement/play	Chapter 32.07	C	C										C	C	P			P	P

Title 32, Chapter 7, Section 060 (Animal Services) is hereby amended as follows:

Sec. 32.07.060. - Animal services.

- (a) The following standards apply to any animal service use:
- i. Solid waste collection service is required for any commercial animal service use.
 - ii. 10' separation shall be provided between all feeding and relief areas, unless a guillotine or animal door and separating wall are provided.
 - iii. Animal bedding shall be provided when the floors of confinement areas are hard-surfaced.
- (b) The following standards apply to any animal service use that includes outdoor confinement or play areas:
- i. Animals shall have access to an area sheltered from adverse climactic conditions at all times.
 - ii. Outdoor confinement/play areas shall be located at least 500' from any surrounding residential lots and shall be located away from public streets and/or property frontages.
 - iii. For the purpose of providing visual and auditory screening from other developments and from public view, outdoor animal confinement or play areas shall be fenced with solid materials at least 6' in height along the perimeter of any outdoor area where it abuts any other lot, tenant space, or public or private roadway.
 - iv. Noise resulting from outdoor exercise, play, or confinement areas shall not create an adverse impact for adjoining properties and uses. A noise impact study may be required to demonstrate that noise levels do not exceed acceptable levels, with or without mitigation measures.
 - v. Outdoor animal confinement or play areas shall not result in odors detectable beyond the boundaries of the subject lot. Waste receptacles are required in or near the outdoor area in a sufficient quantity to contain all animal waste between collection days.

Title 32, Chapter 9, Section 120, Table 2 (Parking Supply Requirements) are hereby amended as follows:

	Use	Parking Spaces Required
	See Chapter 32.06 (Use Table)	(sf = building gross floor area unless otherwise provided)
Commercial		
Animal Services:	General Animal Services	1 per 1,000 sf and 1 space per employee ¹
	Veterinary Services	1 per 750 sf and 1 space per employee ¹
	Boarding or Training	1 per 750 sf and 1 space per employee ¹
	Shelters	1 per 750 sf and 1 space per employee ¹
	All Animal Services	1 per 4 animals for loading/unloading, computed based on facility capacity

¹Employee counts shall be based on the maximum number of employees working at one time with the facility is operating at full capacity.

- Section 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- Section 3.** The City Clerk is instructed and authorized to publish the title of this ordinance as provided by law.
- Section 4.** This ordinance shall become effective upon passage, approval, and publication.
- Section 5.** The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare, and convenience.
- Section 6.** In any subsection, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.
- Section 7.** The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL #364 BEING HEREBY PROPOSED on the 21st day of January, 2026.

BILL #364 BEING HEREBY PASSED, APPROVED, and ADOPTED this 4th day of February, 2026, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

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

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

Sec. 32.02.030 - Definitions

Animal services. A building or area where animals are boarded, groomed, bred, or trained, or given medical care or recreational activities. This includes any kennel, animal hospital, animal grooming, veterinarian, animal spa, or animal shelter that provides temporary housing of stray, abandoned, abused, neglected or unwanted domestic animals.

Animal services, indoor. An animal service (including a veterinary services) that occurs entirely within an enclosed building, and where animals are not boarded overnight.

Animal services, overnight and/or outdoor. Any animal service (including veterinary service or kennel) that has overnight boarding or outdoor confinement or exercise areas.

Sec. 32.06.150, Table 2

Use Category	Use Type	Additional Use Standards	GR20	RR5	RR1	RR½	SF20	SF12	SF9	SF6	MDR14	MF21	MF30	MU	C1	C2	TC	EC	I	PF
Animal Services																				
	Animal services, indoor	Reference chapter 32.07	P	P	P									P	P	P		P	P/L	
	Animal services, overnight and/or outdoor	Reference chapter 32.07	P	C	C									C	C	AR		P	P/L	

Sec. 32.07.060 - Animal services.

This section applies to any animal service:

(a) Animal boarding or daycare is permitted within the animal services, indoor use only as part of a veterinary clinic, and only to the extent that it is part of medical care.

(b) Outdoor animal exercise or containment areas are limited to 20 percent of the lot and shall be located at least 500 feet from any residential zoning district, except for the GR20 and RR5 residential districts.

Sec. 32.09.120, Table 2

<i>Animal Services:</i>	Animal services, indoor	1 per 1,500 sf
	Animal services, overnight and/or outdoor	1 per 1,500 sf

Sec. 32.02.030 - Definitions

Animal Service, Veterinary. An animal medical service use offering routine, diagnostic, emergency, surgical, and rehabilitative care. May include mobile call-out services, grooming, and short-term boarding offered as incidental services.

Animal Service, General. A commercial establishment offering animal grooming, breeding, or similar general services at a fixed location. May include mobile call-out services as an incidental service.

Animal Boarding or Training. A commercial establishment offering short-term or temporary boarding and/or training for domestic animals.

Animal Shelter. A commercial or public facility establishment primarily providing care and custody for animals. May include incidental veterinary, grooming, temporary boarding for a fee, and training services.

Outdoor confinement/play. Any outdoor area devoted to the confinement, exercise, training, or recreation of domestic animals associated with a commercial animal service use.

Animal services. A building or area where animals are boarded, groomed, bred, or trained, or given medical care or recreational activities. This includes any kennel, animal hospital, animal grooming, veterinarian, animal spa, or animal shelter that provides temporary housing of stray, abandoned, abused, neglected or unwanted domestic animals.

Animal services, indoor. An animal service (including a veterinary services) that occurs entirely within an enclosed building, and where animals are not boarded overnight.

Animal services, overnight and/or outdoor. Any animal service (including veterinary service or kennel) that has overnight boarding or outdoor confinement or exercise areas.

Sec. 32.07.060 - Animal services.

(a) The following standards apply to any animal service use:

- i. Solid waste collection service is required for any commercial animal service use.
- ii. 10' separation shall be provided between all feeding and relief areas, unless a guillotine or animal door and separating wall are provided.
- iii. Animal bedding shall be provided when the floors of confinement areas are hard-surfaced.

(b) The following standards apply to any animal service use that includes outdoor confinement or play areas:

- i. Animals shall have access to an area sheltered from adverse climactic conditions at all times.

- ii. Outdoor confinement/play areas shall be located at least 500' from any surrounding residential lots and shall be located away from public streets and/or property frontages.
- iii. For the purpose of providing visual and auditory screening from other developments and from public view, outdoor animal confinement or play areas shall be fenced with solid materials at least 6' in height along the perimeter of any outdoor area where it abuts any other lot, tenant space, or public or private roadway.
- iv. Noise resulting from outdoor exercise, play, or confinement areas shall not create an adverse impact for adjoining properties and uses. A noise impact study may be required to demonstrate that noise levels do not exceed acceptable levels, with or without mitigation measures.
- v. Outdoor animal confinement or play areas shall not result in odors detectable beyond the boundaries of the subject lot. Waste receptacles are required in or near the outdoor area in a sufficient quantity to contain all animal waste between collection days.

This section applies to any animal service:

(a) ~~Animal boarding or daycare is permitted within the animal services, indoor use only as part of a veterinary clinic, and only to the extent that it is part of medical care.~~

(b) ~~Outdoor animal exercise or containment areas are limited to 20 percent of the lot and shall be located at least 500 feet from any residential zoning district, except for the GR20 and RR5 residential districts.~~

Sec. 32.09.120, Table 2

	Use	Parking Spaces Required
	See Chapter 32.06 (Use Table)	(sf = building gross floor area unless otherwise provided)
Commercial		
Animal Services:	Animal services, indoor <u>Animal Services,</u> <u>General</u>	1 per 1,500-sf <u>1,000 sf</u> and 1 space per <u>employee</u> ¹
	Animal services, overnight and/or outdoor <u>Animal Services, Veterinary</u>	1 per 1,500-sf <u>750 sf</u> and 1 space per <u>employee</u> ¹
	<u>Animal Boarding or Training</u>	1 per 750 sf and 1 space per <u>employee</u> ¹
	<u>Shelters</u>	1 per 750 sf and 1 space per <u>employee</u> ¹

	<u>All Animal Service Uses</u>	<u>1 per 4 animals, computed based on maximum facility capacity</u>
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¹Employee counts shall be based on the maximum number of employees working at one time when the facility is operating at full capacity.

Sec. 32.06.150, Table 2

Use Category	Use Type	Additional Standards	GR 20	RR5	RR1	RR 1/2	SF20	SF12	SF9	SF6	MDR 14	MF21	MF30	MU	C1	C2	TC	EC	I	PF
Animal Services																				
	Animal services Services, indoor Veterinary	32.07	PC	PC	PC									P	P	P		P	P/L	
	Animal services Services, overnight and/or outdoor General	32.07	P	C	C									GP	GP	ARP		P	P/L	
	Animal Boarding or Training	32.07	C											C	C	P		P	P	
	Animal Shelter	32.07														C			P	P
	Outdoor Confinement/Play	32.07	C	C										C	C	P			P	P



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: January 21, 2026

REPORT TO: Fernley Planning Commission

REPORT FROM: Treston Rodriguez

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance

AGENDA ITEM:

(For Possible Action) Second reading, public hearing, and possible adoption of Bill #370, an ordinance amending the City of Fernley Development Code, Title 32, Chapter 9, Section 70 (Grading) and Chapter 2, Section 30 (Definitions), to add definitions for "Grubbing," "Standard Grading," and "Engineered Grading," and to clarify grading permit thresholds, slope limitations, erosion and dust control, inspection, bonding, and enforcement requirements (CA25004).

AGENDA ITEM BRIEF:

The Planning Department requests consideration of a Development Code amendment to clarify and strengthen the City's grading standards and permitting thresholds. The proposed amendment updates Chapter 32.09.070 (Grading) and Chapter 32.02.030 (Definitions) to add definitions for *Grubbing*, *Standard Grading*, and *Engineered Grading*, and to align grading permit requirements with current engineering and environmental best practices.

The amendment adds a permit requirement for clearing and grubbing of one acre or more, establishes slope thresholds requiring engineered grading plans and geotechnical review for grading on slopes twenty percent or greater, and requires erosion and sediment control plans and Stormwater Pollution Prevention Plans (SWPPPs) for disturbances of one acre or more consistent with Nevada Department of Environmental Protection (NDEP) regulations. It also introduces new dust control provisions for projects disturbing five acres or more, adds inspection and bonding requirements to ensure stabilization and restoration, and provides enforcement authority for stop work orders and penalties related to unauthorized grading or failure to maintain required controls. Overall, the proposed amendment improves code clarity, strengthens environmental protection standards, and establishes consistent permitting procedures for grading, clearing, and grubbing activities throughout the City.

At their meeting on November 12, 2025, the Planning Commission voted 7-0 to recommend approval of the proposed Code Amendment. The item received its first reading before the City Council on January 7, 2026.

RECOMMENDED MOTION:

I move to approve Bill #370 (CA25004) as presented by staff.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

I move to deny Bill #370 (CA25004).

BACKGROUND:

The City's Development Code currently defines grading activities in general terms but does not distinguish between minor site preparation and large-scale engineered earthwork. In addition, the existing code does not adequately address large-scale clearing or grubbing activities that can result in erosion, dust, and drainage impacts even when limited grading occurs.

To address these gaps, City staff prepared a targeted amendment to update Chapter 32.09.070 (Grading) and Chapter 32.02.030 (Definitions). The amendment introduces new definitions for *Grubbing*, *Standard Grading*, and *Engineered Grading*; clarifies permit thresholds for grading and grubbing activities; and establishes slope, erosion, and dust control standards consistent with current engineering practices and Nevada Department of Environmental Protection (NDEP) regulations.

These updates were developed internally by the Planning Department in coordination with the City Engineer to ensure that Fernley's grading standards remain clear, enforceable, and aligned with state environmental requirements.

Analysis: Development Code Text Amendment**Approval Criteria**

A development code text amendment is committed to the City Council's legislative discretion. A development code text amendment may be approved if it meets the following criteria.

- a. *Consistent with the city's master plan and otherwise consistent with state and federal law.*

The proposed amendment is consistent with the goals and policies of the City of Fernley Comprehensive Master Plan and aligns with applicable state environmental and engineering standards. The Master Plan establishes objectives to ensure that land development occurs in a manner that minimizes impacts to the natural environment, protects public safety, and promotes efficient infrastructure investment.

This amendment directly supports those objectives by introducing clear and enforceable thresholds for grading, clearing, and grubbing activities. By requiring grading permits for clearing and grubbing of one acre or more, establishing slope limitations that trigger engineered grading plans and geotechnical review, and adding new provisions for erosion control, dust suppression, and stormwater management, the amendment promotes

responsible site development practices that protect natural drainage, soil stability, and air quality.

The amendment is also consistent with Nevada Revised Statutes (NRS) Chapter 278, which authorizes local governments to adopt and enforce land use and environmental standards necessary to protect public health, safety, and welfare. By aligning local grading requirements with Nevada Department of Environmental Protection (NDEP) standards for Stormwater Pollution Prevention Plans (SWPPPs) and stormwater permitting, the proposed changes ensure consistency with state and federal environmental regulations.

These updates improve the City's ability to manage land disturbance, prevent erosion and sedimentation, and maintain the integrity of natural systems, thereby advancing the Master Plan's long-term goals for environmental stewardship and sustainable growth. Finding A can be made.

The following policies from the Comprehensive Master Plan further support this amendment:

- ***C.1.2 Balance the conservation of significant natural resources with the need for urban uses and activities through evaluation of economic, social, environmental, and energy consequences of such actions.***

This amendment advances the City's conservation goals by balancing land development with natural resource protection. The inclusion of erosion control, slope stabilization, and stormwater management standards ensures that grading and grubbing activities consider environmental and hydrologic consequences before land is disturbed. By requiring engineered grading plans and geotechnical review for projects on steeper slopes or larger sites, the amendment safeguards natural drainage patterns and soil stability while allowing appropriate urban development to proceed responsibly.

- ***C.1.5 – Regulate development in areas that may be subject to earthquakes, erosion, and landslides.***

The amendment implements C.1.5 and its subpolicies (C.1.5.2 and C.1.5.3) by formalizing geotechnical review, erosion control, and sediment prevention standards within the City's grading requirements. The new provisions require engineered grading plans for slopes of twenty percent or greater and SWPPPs for one-acre disturbances, thereby mitigating risks associated with soil instability, erosion, and slope failure. These standards ensure that projects proposed in areas with sensitive soils or steep terrain undergo appropriate resource investigations and mitigation measures before approval, protecting both the natural environment and downstream properties.

- b. *Public notice was given, and a public hearing held per the requirements of the Development Code and Nevada Revised Statutes.*

A public hearing will be held in accordance with Fernley Municipal Code and Nevada Revised Statutes. Legal notice was published in the Reno-Gazette Journal on October 29, 2025.

Planning Commission voted 7 to 0 on November 12, 2025, to recommend City Council approve this Code Amendment with no modifications.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General References

Nevada Revised Statutes (NRS) Chapter 268 – Powers and Duties Common to Cities and Towns Incorporated under General or Special Laws

Nevada Revised Statutes (NRS) Chapter 278 – Planning and Zoning

Fernley Municipal Code (FMC) Title 32 – Development Code

City of Fernley Comprehensive Master Plan, August 2018 (3rd Update)

Specific References

NRS 266.105-118 – Ordinances and Resolutions

NRS 268.014 – Codification of Ordinances; Publication of Code

FMC 1.01.03 – Official Municipal Code, Amendments

FMC 32.03.040(d) – Development Code, Administration, Development Code Text Amendments

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. BILL 370
2. Grading - Original Code
3. Grading - Amended Code

BILL #370
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AMENDING TITLE 32, CHAPTER 9, SECTION 70 (Grading) AND CHAPTER 2, SECTION 30 (DEFINITIONS) OF THE FERNLEY DEVELOPMENT CODE TO ADD DEFINITIONS FOR “GRUBBING,” “STANDARD GRADING,” AND “ENGINEERED GRADING,” AND TO CLAIRFY GRADING PERMIT THRESHOLDS, SLOPE LIMITATIONS, EROSION AND DUST CONTROL, AND DUST CONTROL, INSPECTION, BONDING, AND ENFORCEMENT REQUIREMENTS (BILL #370, CA25004).

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

Section 1. Title 32, Chapter 2, Section 30 and Title 32, Chapter 9, Section 70 is hereby amended as follows:

Sec. 32.09.070. Grading.

All grading requirements shall be as set forth herein.

- (a) *Grading permits required; conditions.* Any grading over 50 cubic yards or clearing and grubbing of 1-acre or more shall be performed under a grading permit or a building permit. At the time of such permit, the city may restrict improvements consisting of the clearing of brush and trees or the moving of earth by mechanical equipment. Such restrictions may include a provision that no such improvements may be made for a given period of time, including the time up to the issuance of a grading permit or building permit. Conditions and restrictions on grading permits and building permits shall be evaluated upon the following:
- (1) Pollution, contamination, or silting of lakes, rivers, streams of domestic water supplies, irrigation waterways.
 - (2) Erosion damage.
 - (3) Alteration of natural drainage patterns in a manner likely to cause damage to the property or persons from which or to which the normal drainage is diverted.
 - (4) Large parcel clearing with respect to wind erosion and dust hazards.
 - (5) Grading on slopes exceeding ten percent (10%) may be restricted; grading on slopes twenty percent (20%) or greater shall require an engineered grading plan with geotechnical review.
- (b) *Geologic survey report.* If geologic problems are likely or apparent, a geologic survey report shall be required prior to the issuance of the building permit or grading permit.
- (c) *Erosion control.* All cleared slopes, all cuts and fills and all other areas vulnerable to erosion shall be either stabilized with grass or other protective ground cover or properly mulched to assure establishment, riprapped for slope control, treated with a soil solidifier or be provided with appropriate drainage benches as may be determined by the administrator. On steep slopes, controls, as necessary to the circumstances, may be required. An erosion and sediment control plan shall be required for any grading, clearing, or grubbing disturbing one (1) acre or more. A Stormwater Pollution Prevention Plan (SWPPP) shall be required for any project disturbing one (1) acre or more, consistent with NDEP requirements.
- (d) *Landscaping.*
- (1) In addition to the landscaping requirements of this section, landscaping and/or revegetation is required to stabilize all slopes which have been:
 - a. Cleared;
 - b. Graded;
 - c. Otherwise disturbed by development subject to this section; or
 - d. Visible from public rights-of-way.
 - (2) Landscaping shall be dispersed throughout the stabilized area.
 - (3) Interior side yard sloped areas of individual lots are exempt from the landscaping and irrigation requirement.
 - (4) Planting shall be designed to achieve 90 percent ground coverage of any disturbed area within three years.

(e) Dust control. All grading, clearing, and grubbing activities shall employ adequate dust suppression measures. A dust control plan shall be required for projects disturbing five (5) acres or more.

(f) Inspections and bonding. The City Engineer may require grading bonds or other financial assurances to ensure stabilization and restoration. Grading permits shall be subject to inspections at pre-clearing, rough grade, and final grade. Permits shall expire one hundred eighty (180) days after the last recorded activity unless extended.

(g) Enforcement. The City Engineer or designee may issue a stop work order for unauthorized grading, clearing, or grubbing. Civil penalties may be imposed for failure to obtain required permits or maintain erosion/dust control.

Sec. 32.02.030. Definitions.

(a) The words, terms and phrases used in this title are below.

Engineered grading. Grading activities that exceed the thresholds for standard grading or otherwise require review and approval by a Nevada-licensed civil engineer, and when applicable a geotechnical engineer. This includes grading of 5,000 cubic yards or more; cuts or fills fifteen (15) feet or greater in depth; grading on slopes twenty (20) percent or greater; or any grading or site disturbance requiring a geotechnical report to evaluate soil stability, slope safety, or drainage.

Grubbing. The removal and disposal of stumps, roots, brush, and other organic matter from at or below the natural ground surface in preparation for grading, excavation, or construction.

Standard grading. Grading activities that do not exceed the thresholds requiring an engineered grading plan. This includes grading of less than 5,000 cubic yards of material; cuts or fills less than fifteen (15) feet in depth; grading on slopes less than twenty (20) percent; and projects not involving significant geotechnical or slope stability concerns.

- | | |
|-------------------|--|
| Section 2. | All ordinances or parts of ordinances in conflict herewith are hereby repealed. |
| Section 3. | The City Clerk is instructed and authorized to publish the title of this ordinance as provided by law. |
| Section 4. | This ordinance shall become effective upon passage, approval, and publication. |
| Section 5. | The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare, and convenience. |
| Section 6. | In any subsection, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions. |
| Section 7. | The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237. |

BILL #370 BEING HEREBY PROPOSED on the 7th day of January, 2026.

BILL #370 BEING HEREBY PASSED, APPROVED, and ADOPTED this 21st day of January, 2026, 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

All grading requirements shall be as set forth herein.

- (a) *Grading permits required; conditions.* Any grading over 50 cubic yards shall be performed under a grading permit or a building permit. At the time of such permit, the city may restrict improvements consisting of the clearing of brush and trees or the moving of earth by mechanical equipment. Such restrictions may include a provision that no such improvements may be made for a given period of time, including the time up to the issuance of a grading permit or building permit. Conditions and restrictions on grading permits and building permits shall be evaluated upon the following:
 - (1) Pollution, contamination, or silting of lakes, rivers, streams of domestic water supplies, irrigation waterways.
 - (2) Erosion damage.
 - (3) Alteration of natural drainage patterns in a manner likely to cause damage to the property or persons from which or to which the normal drainage is diverted.
 - (4) Large parcel clearing with respect to wind erosion and dust hazards.
- (b) *Geologic survey report.* If geologic problems are likely or apparent, a geologic survey report shall be required prior to the issuance of the building permit or grading permit.
- (c) *Erosion control.* All cleared slopes, all cuts and fills and all other areas vulnerable to erosion shall be either stabilized with grass or other protective ground cover or properly mulched to assure establishment, riprapped for slope control, treated with a soil solidifier or be provided with appropriate drainage benches as may be determined by the administrator. On steep slopes, controls, as necessary to the circumstances, may be required.
- (d) *Landscaping.*
 - (1) In addition to the landscaping requirements of this section, landscaping and/or revegetation is required to stabilize all slopes which have been:
 - a. Cleared;
 - b. Graded;
 - c. Otherwise disturbed by development subject to this section; or
 - d. Visible from public rights-of-way.
 - (2) Landscaping shall be dispersed throughout the stabilized area.
 - (3) Interior side yard sloped areas of individual lots are exempt from the landscaping and irrigation requirement.
 - (4) Planting shall be designed to achieve 90 percent ground coverage of any disturbed area within three years.

Sec. 32.09.070. Grading.

All grading requirements shall be as set forth herein.

- (a) *Grading permits required; conditions.* Any grading over 50 cubic yards or clearing and grubbing of 1-acre or more shall be performed under a grading permit or a building permit. At the time of such permit, the city may restrict improvements consisting of the clearing of brush and trees or the moving of earth by mechanical equipment. Such restrictions may include a provision that no such improvements may be made for a given period of time, including the time up to the issuance of a grading permit or building permit. Conditions and restrictions on grading permits and building permits shall be evaluated upon the following:
- (1) Pollution, contamination, or silting of lakes, rivers, streams of domestic water supplies, irrigation waterways.
 - (2) Erosion damage.
 - (3) Alteration of natural drainage patterns in a manner likely to cause damage to the property or persons from which or to which the normal drainage is diverted.
 - (4) Large parcel clearing with respect to wind erosion and dust hazards.
 - (5) Grading on slopes exceeding ten percent (10%) may be restricted; grading on slopes twenty percent (20%) or greater shall require an engineered grading plan with geotechnical review.
- (b) *Geologic survey report.* If geologic problems are likely or apparent, a geologic survey report shall be required prior to the issuance of the building permit or grading permit.
- (c) *Erosion control.* All cleared slopes, all cuts and fills and all other areas vulnerable to erosion shall be either stabilized with grass or other protective ground cover or properly mulched to assure establishment, riprapped for slope control, treated with a soil solidifier or be provided with appropriate drainage benches as may be determined by the administrator. On steep slopes, controls, as necessary to the circumstances, may be required. An erosion and sediment control plan shall be required for any grading, clearing, or grubbing disturbing one (1) acre or more. A Stormwater Pollution Prevention Plan (SWPPP) shall be required for any project disturbing one (1) acre or more, consistent with NDEP requirements.
- (d) *Landscaping.*
- (1) In addition to the landscaping requirements of this section, landscaping and/or revegetation is required to stabilize all slopes which have been:
 - a. Cleared;
 - b. Graded;
 - c. Otherwise disturbed by development subject to this section; or
 - d. Visible from public rights-of-way.
 - (2) Landscaping shall be dispersed throughout the stabilized area.
 - (3) Interior side yard sloped areas of individual lots are exempt from the landscaping and irrigation requirement.
 - (4) Planting shall be designed to achieve 90 percent ground coverage of any disturbed area within three years.

(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)

(e) Dust control. All grading, clearing, and grubbing activities shall employ adequate dust suppression measures. A dust control plan shall be required for projects disturbing five (5) acres or more.

(f) Inspections and bonding. The City Engineer may require grading bonds or other financial assurances to ensure stabilization and restoration. Grading permits shall be subject to inspections at pre-clearing, rough grade, and final grade. Permits shall expire one hundred eighty (180) days after the last recorded activity unless extended.

(g) Enforcement. The City Engineer or designee may issue a stop work order for unauthorized grading, clearing, or grubbing. Civil penalties may be imposed for failure to obtain required permits or maintain erosion/dust control.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: January 21, 2026

REPORT TO: Fernley Planning Commission

REPORT FROM: Treston Rodriguez

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance

AGENDA ITEM:

(For Possible Action) Second reading, public hearing, and possible adoption of Bill #371, an ordinance associated with CA25005, a Code Amendment initiated by the City of Fernley to amend Title 32, Chapter 6, Section 150-2 (Use Table) of the Development Code to allow the use of "Recreational Facility, Major" within the I (Industrial) zoning district subject to approval of a Conditional Use Permit.

AGENDA ITEM BRIEF:

The Planning Department proposes to amend the City of Fernley's Municipal Code, Title 32, Chapter 6, Section 150-2 to allow *Recreational Facility, Major* uses within the Industrial (I) zoning district with approval of a Conditional Use Permit ("C"). Currently, this use is not permitted within the Industrial zoning district, as indicated by the blank cell in the use table. However, an existing racetrack use operates within the Industrial district without any prior approvals or entitlements. The racetrack is categorized under the *Recreational Facility, Major* use type, and because the table entry is blank, the use is technically prohibited. This amendment seeks to correct that discrepancy and recognize that such uses may be appropriate in Industrial areas, where noise, lighting, and traffic impacts can be more effectively mitigated than in residential or mixed-use settings. By requiring a Conditional Use Permit, the City can ensure that operational impacts are reviewed on a case-by-case basis, with conditions applied as necessary to ensure compatibility with surrounding development and infrastructure.

At their meeting on November 12, 2025, the Planning Commission voted 7-0 to recommend approval of the proposed Code Amendment. The item received its first reading before the City Council on January 7, 2026.

RECOMMENDED MOTION:

I move to approve Bill #371 (CA25005) as presented by staff.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

I move to deny Bill #371 (CA25005).

BACKGROUND:

The proposed code amendment seeks to update the City's Use Regulation Table (Sec. 32.06.152-2) to indicate that *Recreational Facility, Major* uses are permitted within the Industrial (I) zoning district subject to approval of a Conditional Use Permit ("C").

At this time, *Recreational Facility, Major* is not a permitted use in the Industrial zoning district, as indicated by the blank cell in the Use Table. However, it has been discovered that a long-standing racetrack currently operates within an Industrially zoned property without any recorded approvals or entitlements. The racetrack owners would like to go through the permitting process and potentially expand their footprint, which they are unable to do under the current Code.

Because the City's Development Code does not specifically list "racetrack" as a use, it is categorized under *Recreational Facility, Major*. Under Fernley Municipal Code, *Recreational Facility, Major* is defined as "large, generally outdoor facilities, such as outdoor roller or ice-skating rinks, sports stadiums and arenas; amusement and theme parks; racetracks; driving ranges; swimming or wave pools; entertainment complexes; amphitheaters; drive-in theaters; outdoor archery or shooting ranges; riding stables; campgrounds; recreational vehicle parks; miniature golf; golf courses, driving ranges, and country clubs; marinas; and similar facilities." This definition establishes that a racetrack is most appropriately regulated under the *Recreational Facility, Major* use category, which is currently not permitted in the Industrial district.

Staff reviewed the existing use table and determined that a *Recreational Facility, Major* can be compatible with Industrial zoning when appropriate mitigation measures are in place. Industrial districts are typically characterized by limited residential adjacency, larger parcel sizes, and higher thresholds for noise and traffic activity, all of which make them suitable locations for higher-intensity recreational uses such as racetracks.

This approach aligns with the intent of the Industrial (I) designation described in the City's Comprehensive Master Plan, which states that these areas are "*intended to create an environment where industrial activities may occur with a minimum amount of impact on the natural environment and surrounding land uses.*" Industrial areas are typically located near major transportation corridors and are generally isolated from residential development, conditions which are consistent with the operational needs and potential impacts of a racetrack or similar facility.

Requiring a Conditional Use Permit provides the City with the ability to review each proposal on a case-by-case basis, evaluate potential impacts related to traffic, noise, lighting, and dust, and impose reasonable conditions of approval to ensure compatibility with surrounding land uses. This process ensures that such uses are properly regulated while also recognizing their economic and recreational value to the community.

Analysis: Development Code Text Amendment**Approval Criteria**

A development code text amendment is committed to the City Council's legislative discretion. A development code text amendment may be approved if it meets the following criteria.

- a. *Consistent with the city's master plan and otherwise consistent with state and federal law.*

The proposed amendment is consistent with the City of Fernley Comprehensive Master Plan and supports the intent of the Industrial land use designation, which is *"intended to create an environment where industrial activities may occur with a minimum amount of impact on the natural environment and surrounding land uses."* The Master Plan identifies Industrial areas as typically located near major transportation corridors, generally isolated from residential development, and requiring municipal services.

Allowing *Recreational Facility, Major* uses within the Industrial (I) zoning district under a Conditional Use Permit (CUP) aligns with these principles. Industrial zones provide the appropriate setting for large-scale or high-intensity recreational uses that may generate noise, dust, traffic, or lighting impacts that would be incompatible with residential areas. By requiring a CUP, the City retains discretion to evaluate each proposal for consistency with its surroundings and apply appropriate mitigation measures.

The following policies from the Comprehensive Master Plan further support this amendment:

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

This amendment reinforces the City's goal of aligning future development with planned infrastructure investments. Much of the Industrial (I) zoning district remains largely undeveloped, with limited existing infrastructure; however, the City is proactively addressing these deficiencies through the North and Southwest Fernley Infrastructure Plans, the South Fernley Area Plan, and the ongoing Capital Improvement Plan (CIP) and Impact Fee Study.

Allowing *Recreational Facility, Major* uses through a Conditional Use Permit provides a framework for case-by-case evaluation, ensuring that new development occurs only when adequate infrastructure and public services can be provided. This approach balances flexibility with responsible growth management, allowing compatible uses to proceed without compromising the City's long-term infrastructure strategy.

LU.1.2 Encourage new developments to be in accordance with the Comprehensive Master Plan land use category and other land use controls to accomplish community principles.

The amendment ensures internal consistency between the Development Code and the adopted Master Plan. The Industrial land use category explicitly anticipates activities that generate noise, vibration, and higher traffic volumes, so allowing *Recreational Facility, Major* uses under a CUP respects that framework while maintaining oversight.

The CUP requirement also upholds the City's intent to allow flexibility in compatible use regulation while ensuring accountability through public review and the ability to impose conditions of approval. This ensures that the code remains responsive to evolving land use needs while maintaining control over potential impacts.

LU.1.4 Ensure existing and future land uses are compatible.

Compatibility is central to this code amendment. By introducing the requirement for a Conditional Use Permit,

the City gains the ability to evaluate individual project characteristics, including noise attenuation, hours of operation, lighting design, access management, and buffering from adjacent uses.

This tailored review process protects neighboring industrial operations, prevents conflicts with non-industrial activities, and maintains the overall function and intent of the Industrial zoning district. It ensures that major recreational uses, such as racetracks, are appropriately conditioned to operate harmoniously within Fernley's industrial areas.

LU.1.6 Promote economic diversification and expansion of employment opportunities.

The amendment recognizes that Fernley's Industrial areas can accommodate a range of compatible, income-generating uses beyond traditional manufacturing and warehousing. Allowing Recreational Facility, Major uses under a CUP promotes efficient land utilization and supports the City's broader goal of diversifying its economic base while maintaining compatibility through discretionary review.

This approach leverages existing industrial zoning to attract recreation-oriented investment in locations that are less suited for residential development, supporting both land use efficiency and economic resilience.

- b. *Public notice was given, and a public hearing held per the requirements of the Development Code and Nevada Revised Statutes.*

A public hearing will be held in accordance with Fernley Municipal Code and Nevada Revised Statutes. Legal notice was published in the Reno-Gazette Journal on October 29, 2025.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General References

Nevada Revised Statutes (NRS) Chapter 266 – General Law for Incorporation of Cities and Towns

Nevada Revised Statutes (NRS) Chapter 268 – Powers and Duties Common to Cities and Towns Incorporated under General or Special Laws

Nevada Revised Statutes (NRS) Chapter 278 – Planning and Zoning

Fernley Municipal Code (FMC) Title 32 – Development Code

City of Fernley Comprehensive Master Plan, August 2018 (3rd Update)

Specific References

NRS 266.105-118 – Ordinances and Resolutions

NRS 268.014 – Codification of Ordinances; Publication of Code

FMC 1.01.03 – Official

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. BILL #371
2. Sec._32.06.150 Use Table

BILL #371
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AMENDING TITLE 32, CHAPTER 6, SECTION 150-2 (USE TABLE) OF THE FERNLEY DEVELOPMENT CODE TO ALLOW THE USE OF “RECREATIONAL FACILITY, MAJOR” IN THE I (INDUSTRIAL) ZONING DISTRICT WITH A CONDITIONAL USE PERMIT.

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

Section 1. Title 32, Chapter 6, Section 150-2 is hereby amended as follows:

Sec. 32.06.150. Unlisted uses and use table.

Purpose: The permitted, special and accessory uses within each zoning district are set out in the use table, below. The use table provides broad use categories, along with procedures for interpretation and ways to accommodate uses that are not specifically listed.

(a) *Generally.*

- (1) No uses are allowed in any zoning district except those specifically listed as a permitted or conditional use in the use table.
- (2) All uses are subject to the dimensional standards in each zoning district, any additional regulations established by the zoning district, any regulations applicable to the use (chapter 32.07), and the development standards (chapter 32.09).
- (3) The use table establishes the following use categories:

TABLE 32.06.150-1 - Use Categories

Notation	Category	Description
A	Accessory use	Permitted as an accessory use if the use meets the standards established in the zoning district.
P	Permitted by right	Permitted if the use meets the standards established in the zoning district.
C	Conditional use	Requires approval of a conditional use permit. This may involve additional conditions to mitigate impacts on the surrounding neighborhood, in addition to other applicable requirements of this title.
	Blank cell	Use is not permitted
AR	Administrative review	Administrative review is required as a prerequisite to the issuance of building permits, whenever a conditional use permit is not required for new commercial and industrial building construction/additions, new multiple-family residential, enlargement of a

		nonconforming use and for outdoor storage (see chapter 20.03).
L	Locational standards	Locational standards in the "I" district apply (see section 32.06.110).
T	Temporary use	Permitted as a temporary use if the use meets the standards established in the zoning district.

(b) *Unlisted uses.*

Purpose: The list of permitted uses is both broad and comprehensive. However, it is impossible to contemplate every possible use, or new uses that did not exist when this section was written. To ensure that all un contemplated uses have a path to approval, this subsection establishes procedures to obtain a conditional use permit for such a use.

- (1) *Generally.* Uses not listed in the use table, are presumed to be prohibited. For uses not considered in the use table, a case can be made, the use is materially similar to uses permitted in the respective zoning district. The case will be considered by the planning commission through the conditional use permit process. conditional use findings will apply in addition to analysis pertaining to the following criteria:
 - a. Provide rationale the proposed use is consistent with uses permitted in the respective zoning district by utilizing a nationally accepted land use classification manual, such as the North American Industry Classification System ("NAICS"), American Planning Association or Land-Based Classification Standards LBCS Tables;
 - b. Document the actual or projected characteristics of the proposed use;
 - c. Document the relative number of employees;
 - d. Document hours of operation;
 - e. Demonstrate types of vehicles used and a parking analysis;
 - f. Provide a traffic analysis;
 - g. Analyze the impacts on surrounding properties; and
 - h. Provide analysis documenting the proposed use shall not generate average daily trips exceeding other uses proposed in the zoning district by more than ten percent (10%), as determined by the Institute of Transportation Engineers, Trip Generation or local traffic studies.

(c) *Use table.*

TABLE 32.06.150-2 - Use Table

Use Category	Use Type	Additional Use Standards	GR20	RR5	RR1	RR3	SF20	SF12	SF9	SF6	MDR14	MF21	MF30	MU	C1	C2	TC	EC	I	PF
Recreation, Entertainment and Arts																				
	Cultural institution												P		P	P				P
	Gaming establishment (non-restricted)													C		C	C			
	Entertainment facility/theater													P	C	P	P			P
	Health/fitness club													P	P	P	P	P		
	Park/open space		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P/L	P
	Recreation facility, minor													C	C	P	P	C	C/L	P
	Recreational facility, major														C	C	C		C	C

- Section 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- Section 3.** The City Clerk is instructed and authorized to publish the title of this ordinance as provided by law.
- Section 4.** This ordinance shall become effective upon passage, approval, and publication.
- Section 5.** The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare, and convenience.
- Section 6.** In any subsection, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.
- Section 7.** The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL #371 BEING HEREBY PROPOSED on the 7th day of January, 2026.

BILL #371 BEING HEREBY PASSED, APPROVED, and ADOPTED this 21st day of January, 2026, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

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

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

Sec. 32.06.150. Unlisted uses and use table.

Purpose: The permitted, special and accessory uses within each zoning district are set out in the use table, below. The use table provides broad use categories, along with procedures for interpretation and ways to accommodate uses that are not specifically listed.

(a) *Generally.*

- (1) No uses are allowed in any zoning district except those specifically listed as a permitted or conditional use in the use table.
- (2) All uses are subject to the dimensional standards in each zoning district, any additional regulations established by the zoning district, any regulations applicable to the use (chapter 32.07), and the development standards (chapter 32.09).
- (3) The use table establishes the following use categories:

TABLE 32.06.150-1 - Use Categories

Notation	Category	Description
A	Accessory use	Permitted as an accessory use if the use meets the standards established in the zoning district.
P	Permitted by right	Permitted if the use meets the standards established in the zoning district.
C	Conditional use	Requires approval of a conditional use permit. This may involve additional conditions to mitigate impacts on the surrounding neighborhood, in addition to other applicable requirements of this title.
	Blank cell	Use is not permitted
AR	Administrative review	Administrative review is required as a prerequisite to the issuance of building permits, whenever a conditional use permit is not required for new commercial and industrial building construction/additions, new multiple-family residential, enlargement of a nonconforming use and for outdoor storage (see chapter 20.03).
L	Locational standards	Locational standards in the "I" district apply (see section 32.06.110).
T	Temporary use	Permitted as a temporary use if the use meets the standards established in the zoning district.

(b) *Unlisted uses.*

Purpose: The list of permitted uses is both broad and comprehensive. However, it is impossible to contemplate every possible use, or new uses that did not exist when this section was written. To ensure that all un contemplated uses have a path to approval, this subsection establishes procedures to obtain a conditional use permit for such a use.

- (1) *Generally.* Uses not listed in the use table, are presumed to be prohibited. For uses not considered in the use table, a case can be made, the use is materially similar to uses permitted in the respective zoning district. The case will be considered by the planning commission through the conditional use permit process. conditional use findings will apply in addition to analysis pertaining to the following criteria:

-
- a. Provide rationale the proposed use is consistent with uses permitted in the respective zoning district by utilizing a nationally accepted land use classification manual, such as the North American Industry Classification System ("NAICS"), American Planning Association or Land-Based Classification Standards LBCS Tables;
 - b. Document the actual or projected characteristics of the proposed use;
 - c. Document the relative number of employees;
 - d. Document hours of operation;
 - e. Demonstrate types of vehicles used and a parking analysis;
 - f. Provide a traffic analysis;
 - g. Analyze the impacts on surrounding properties; and
 - h. Provide analysis documenting the proposed use shall not generate average daily trips exceeding other uses proposed in the zoning district by more than ten percent (10%), as determined by the Institute of Transportation Engineers, Trip Generation or local traffic studies.

(c) Use table.

TABLE 32.06.150-2 - Use Table

Use Category	Use Type	Additional Use Standards	GR20	RR5	RR1	RR½	SF20	SF12	SF9	SF6	MDR14	MF21	MF30	MU	C1	C2	TC	EC	I	PF
Residential																				
	Group Living																			
		Boarding/rooming house										C	C	P						
		Group home	P	P	P	P	P	P	P	P	P	P	P							P
		Life care of continuing care services	Reference chapter 32.07								C	P	P		P	P				P
		Halfway house	P	P	P	P	P	P	P	P	P	P	P			C				P
		Transitional living facility	Reference chapter 32.07																	C
	Residences																			
		Dwelling, single-family detached	P	P	P	P	P	P	P	P	P	P								
		Dwelling, single-family attached									P	P	P	P	C					
		Dwelling, accessory	Reference chapter 32.07	A	A	A	A	A	A											
		Multifamily building <100 units									C	P	P	P	C	C				
		Multifamily building ≥100 units									C	C	C	C	C	C				
		Live/work dwelling	Reference chapter 32.07								C	C	C	P	C	C				
		Manufactured/mobile home park	Reference chapter 32.07								C	C	C	C	C	C				
		Recreational vehicle storage	Reference chapter 32.07	A	A	A	A	A	A	A	A	A	A							
		Home occupation	reference chapter 32.07	A	A	A	A	A	A	A	A	A	A	A	A	A				
Lodging/Short-Term Rental																				
		Bed and breakfast	Reference chapter 32.07	C	C									P		C	C			
		Hotel/motel (>20 units)												P		P	P	C		
		Hotel/motel (≥20 units)												C		C	P	C		
		Recreational vehicle park	Reference chapter 32.07													C	C			C
		Resort, dude/guest ranch		C	C															
Commercial/Mixed Use																				
	Adult Business																			
		Adult business	Reference chapter 32.07															C	C/L	
	Animal Services																			
		Animal services, indoor	Reference chapter 32.07	P	P	P								P	P	P		P	P/L	
		Animal services, overnight and/or outdoor	Reference chapter 32.07	P	C	C								C	C	AR		P	P/L	
	Financial Services																			
		Payday loan establishment														P		P		
		Automated teller machine, stand alone	Reference chapter 32.07											P	P	P	P	P	P/L	P
		Title loan establishment	Reference chapter 32.07													P		P		
		Financial institutions												P	P	P	P	P		
		Pawnbroker	Reference chapter 32.07											C		C		P		
	Food and Beverage Sales/Service																			
		Bar/lounge	Reference chapter 32.07											P	C	P	P	P	P/L	
		Drive through facilities	Reference chapter 32.07											C	AR	P	P	P	P/L	
		Grocer/food market												P	P	P	P	P	C/L	
		Liquor store												C	C	P	P	P	C/L	
		Farmers' market	Reference chapter 32.07	A	A									T	T	T	T	T		T
		Food preparation												P	P	P	P	P	P/L	

		Mobile vendor	Reference chapter 32.07												P	P	P	P	P	P/L	P
		Restaurant	Reference chapter 32.07												P	P	P	P	P	P/L	
		Tasting room/brewery/distillery	Reference chapter 32.07												P	P	P	P	P	P/L	
	Office, Business and Professional																				
		Office													P	P	P	P	P	P/L	P
		Call center															C		P	P/L	
	Personal/Business Services																				
		Bail bond services															P		P		
		Copy center													P	P	P	P	P		
		Courier and messenger services													C	C	P	P	P		
		Maintenance and repair services													C	C	P		P	P/L	
		Personal services													P	P	P	P	P		
		Tattoo parlor													P	P	P	P	P		
		Wedding chapel													P	P	P	P			
	Retail Sales																				
		Auction house	Reference chapter 32.07																P	P/L	
		Building material sales and services														AR	P		P	P/L	
		Convenience store													C	AR	P	P	P		
		Non-store retailers																	P		
		Nursery (commercial, retail and wholesale)		C	C											AR	AR		P		
		Retail, general													P	P	P	P	P	P/L	
	Vehicles/Equipment																				
		Auto and truck repair (light)	reference chapter 32.07													C	P	C	P	P/L	
		Auto and truck repair (heavy)	Reference chapter 32.07																C	P/L	
		Car wash													C	C	P	C	P	P/L	
		Equipment sales and rentals	Reference chapter 32.07														P		P	P/L	
		Gas station	Reference chapter 32.07												C	C	P	P	P	P/L	
		Manufactured home dealers																	C	P/L	
		Travel center	Reference chapter 32.07														C	P	P	P/L	
		Vehicle sales	Reference chapter 32.07														C	P	P	P/L	
		Vehicle rentals														C	P	P	P	P/L	
Public/Civic/Instutional																					
	Assembly Uses																				
		Cemetery																		C	
		Funeral and interment services													C	P	P		P		
		Crematorium	Reference chapter 32.07														C		P	P/L	
		Church or worship center	Reference chapter 32.07	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C/L	P
		Event center/banquet hall	Reference chapter 32.07												C		P	P	C	C/L	P
		Exhibition/convention/conference facility	Reference chapter 32.07															P			
		Fraternal club/lodge/community service facility	Reference chapter 32.07												P	P	P				P
	Day Care																				
		Adult day care	Reference chapter 32.07										P	P	P	P	P				
		Child care facility	Refence chapter 32.07										C	C	C	C	C		A	A/L	P
		Child care, in-home	Reference chapter 32.07	A	A	A	A	A	A	A	A	A	A	A	A						
	Educational																				
		College, technical school													C	C	C		C	C/L	P

		School (public or private)	Reference chapter 32.07													AR	AR	AR				AR
		Personal instructional services														P	P	P		P		P
		Government/Nonprofit																				
		Correctional institutions																				P
		Public maintenance facility																		P/L		P
		Public safety facility														P	P	P	P	P	P/L	P
		Social assistance/welfare/charitable services														C	P	P				
		Medical																				
		Hospital														C		C		C		P
		Medical office/clinic/urgent care/laboratory														P	P	P		P		
		Medical office/clinic/urgent care/laboratory (more than 50,000 sf gfa)														C	C	C		C		
		Medical marijuana production/cultivation	Reference chapter 32.07																		AR/L	
		Medical marijuana establishment	Reference chapter 32.07															AR				
		Recreation, Entertainment and Arts																				
		Cultural institution													P		P	P				P
		Gaming establishment (non-restricted)														C		C	C			
		Entertainment facility/theater														P	C	P	P			P
		Health/fitness club														P	P	P	P	P		
		Park/open space		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P/L	P
		Recreation facility, minor														C	C	P	P	C	C/L	P
		Recreational facility, major																C	C		C	C
		Industrial																				
		Manufacturing and Employment																				
		Contractor shop																		P	P	
		Data processing, hosting, and related services (including data centers)																P		P	P	
		Industrial services																			P	
		Medical production																P		P	P	
		Mining and quarrying	Reference chapter 32.07	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
		Outdoor processing	Reference chapter 32.07																	C	C	
		Production, craftwork														P		P		P	P	
		Production, general																		P	P	
		Research and development															P	P		P	P	
		Warehousing, Storage and Distribution																				
		Building and landscaping materials supplier																C		P	P	
		Building maintenance services																P		P	P	
		Freight facilities																		P	P	
		Fuel distribution or recycling	Reference chapter 32.07																		C	
		Machinery and heavy equipment sales/rental/service	Reference chapter 32.07																	P	P	
		Mini-warehouse	Reference chapter 32.07															C		P	P	
		Oil and gas storage																			C	
		Outdoor storage	Reference chapter 32.07															C		AR	AR	
		Storage/processing of hazardous materials																			C	
		Vehicle towing and storage facility																		P	P	
		Wholesale distribution, warehousing storage																		P	P	

Infrastructure																						
	Communications Facility																					
		Communications facility															P	P	P	P	P	
		Wireless communication tower/antenna	Reference chapter 32.07	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
		Weather/environmental monitoring station		P	P												P	P	P	P	P	
	Transportation/Parking																					
		Ground passenger transportation (e.g. taxi, charter bus)																		P	P	
		Heliport/miscellaneous air transportation														C		C		C	P	P
		Parking facility														C		C		C	C	
		Railroad freight yard/buildign																		P	P	
		Transportation passenger terminal														C	C	C	C	C	P	P
	Utilities																					
		Co-generation facility	Reference chapter 32.07																	P	P	
		Utility, major																			C	C
		Utility, minor		C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
		Renewable energy production	Reference chapter 32.07	C	C	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	C	C
	Waste Related																					
		Hazardous waste transfer station																			C	
		Metal waste/salvage/junkyard/auto dismantler																			C	
		Recycling plant	Reference chapter 32.07																		C	
		Remediation services																			C	
		Solid waste disposal site/facility																			C	
		Transfer station	Reference chapter 32.07																		P	
Agriculture																						
		Agricultural operation		P	P	P																
		Winery		P	P																	
		Urban agriculture	Reference chapter 32.07	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Accessory Uses																						
		Accessory uses (reference chapter 32.07)																				
Animals																						
		Animals (see chapter 32.07)																				
Temporary Uses																						
		Temporary use (see chapter 32.07)																				

(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)