



N E V A D A

AGENDA  
Regular Meeting  
City Council

Wednesday, February 18, 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

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

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**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](http://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](mailto: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](mailto: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](http://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 Approval) Approval of Business Licenses**
- 2.3. Possible action to approve the updated Staff Travel policy.**
- 2.4. Possible action to approve the updated Uniform policy.**
- 2.5. Possible Action to Approve the Will-Serve Request from AGRU America, Inc for AGRU America Expansion for 1.21 ERC's of water and 6.45 ERC's for Sewer for Lyon County Parcel 021-251-26 located at 230 Lyon Drive, Fernley, NV 89408.**
- 2.6. (Possible Action) to approve a contract with Lumos & Associates, Inc. for the preparation of the City of Fernley's Storm Drain Master Plan for an amount not to exceed \$156,000.**
- 2.7. For Possible Action: To approve a contract with Wood Rodgers for \$79,700 (lump sum and time and materials not to exceed) for boundary surveys of the eight parcels (Phase 1) conveyed from the Bureau of Land Management (BLM) to the City of Fernley.**

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

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

## **4. PROCLAMATIONS BY THE MAYOR**

## **5. PRESENTATIONS**

- 5.1. Presentation, discussion and possible action by Poseidon Education.**

## **6. PUBLIC HEARINGS**

- 6.1. (For Possible Action) Discussion and possible action to approve Bill #376 (associated with CA25010) to amend Section 32.03.030, Section 32.07.220, Table 32.09.120-2, and Table 32.06.150 of the Fernley Development Code to allow stand-alone gaming establishments of any size without the resort hotel component.**
- 6.2. (For Possible Action) Discussion and possible action to approve and adopt Bill #378 associated with CA25013, a request from the Planning Department to add definitions and development standards and to amend the public facility requirements pertaining to non-residential development in remote portions of the City (FMC 32.02.030, FMC 32.09.125, and FMC 32.12.010).**

## **7. STAFF REPORTS**

- 7.1. Discussion and Possible Action to approve the Proposed Salary Increases for City Council and Mayor based on the 2025 Compensation Study.**

**7.2. Discussion and possible action to approve the City of Fernley's maximum allowed operating property tax rate to be levied for fiscal year 2027 and for submission to the State of Nevada Department of Taxation.**

**8. ORDINANCES**

**8.1. Introduction and first reading of Bill 380 associated with ZMA25001, a zoning map amendment request from Wood Rodgers, Inc. on behalf of Genica Clover Ranch, LLC, rezoning six (6) parcels containing approximately 24.72 acres and generally located between Farm District Road to the south, Langdon Street to the north, Winnie Lane to the west, and Nevada Pacific Boulevard to the east from RR½ (Rural Residential, ½-acre minimum) and RR5 (Rural Residential, 5-acre minimum) to SF6 (Single Family, 6000-square foot minimum) (APNs 021-331-15, -19, -20, -22, -29, and -38).**

**9. PUBLIC FORUM**

**10. ADJOURNMENT**

**Next Meeting: March 4th at 5pm**

## Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {&lt;&gt;} 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 | 202601-FMC-         | Spanish - 25TR268, 25TR486 and 25TR766              | 01/05/2026   | 340.00         | 02/06/2026 | 100-425-330          | Prof Serv-Interpreter | 126       |
| 8498                                    | AIT ADVANCED INTERPRETING & TRANSLATION | 202601-FMC-1.6.2026 | Spanish - 26TR00016 and 26CR00003                   | 01/06/2026   | 340.00         | 02/06/2026 | 100-425-330          | Prof Serv-Interpreter | 126       |
| Total 8498:                             |                                         |                     |                                                     |              | 680.00         |            |                      |                       |           |
| ALL AMERICAN LOCK & SAFE INC            |                                         |                     |                                                     |              |                |            |                      |                       |           |
| 9109                                    | ALL AMERICAN LOCK & SAFE INC            | 46642               | park bathroom/concession stand re-key               | 01/23/2026   | 1,723.50       | 02/06/2026 | 100-575-420          | Outside Services      | 126       |
| Total 9109:                             |                                         |                     |                                                     |              | 1,723.50       |            |                      |                       |           |
| ARAMARK (VESTIS)                        |                                         |                     |                                                     |              |                |            |                      |                       |           |
| 1895                                    | ARAMARK (VESTIS)                        | 5980353259          | Floor Mats/Clothing                                 | 01/27/2026   | 68.51          | 02/06/2026 | 100-475-420          | Outside Services      | 126       |
| 1895                                    | ARAMARK (VESTIS)                        | 5980353260          | floor mat service                                   | 01/27/2026   | 32.85          | 02/06/2026 | 510-810-420          | Outside Services      | 126       |
| 1895                                    | ARAMARK (VESTIS)                        | 5980354801          | PS custodial supplier service                       | 02/03/2026   | 154.11         | 02/06/2026 | 510-840-420          | Outside Services      | 226       |
| 1895                                    | ARAMARK (VESTIS)                        | 5980354808          | SHIRT CONTRACT                                      | 02/03/2026   | 89.69          | 02/06/2026 | 100-480-420          | Outside Services      | 226       |
| 1895                                    | ARAMARK (VESTIS)                        | 5980354809          | SHOP MAT SERVICE                                    | 02/03/2026   | 101.30         | 02/06/2026 | 100-475-420          | Outside Services      | 226       |
| 1895                                    | ARAMARK (VESTIS)                        | 5980354810          | Clothing/Mats                                       | 02/03/2026   | 68.51          | 02/06/2026 | 100-475-420          | Outside Services      | 226       |
| 1895                                    | ARAMARK (VESTIS)                        | 5980354811          | floor mat service                                   | 02/03/2026   | 32.85          | 02/06/2026 | 510-810-420          | Outside Services      | 226       |
| 1895                                    | ARAMARK (VESTIS)                        | 5980354813          | Mats                                                | 02/03/2026   | 214.25         | 02/06/2026 | 100-417-420          | Outside Services      | 226       |
| Total 1895:                             |                                         |                     |                                                     |              | 762.07         |            |                      |                       |           |
| AT&T                                    |                                         |                     |                                                     |              |                |            |                      |                       |           |
| 13                                      | AT&T                                    | 81650 JAN 26        | 775-835-8598 165 0                                  | 01/26/2026   | 2,931.63       | 02/18/2026 | 100-417-530          | Communications        | 126       |
| 13                                      | AT&T                                    | 98670 JAN 26        | 775-786-2229 867 0                                  | 01/20/2026   | 1,430.95       | 02/12/2026 | 100-417-530          | Communications        | 126       |
| Total 13:                               |                                         |                     |                                                     |              | 4,362.58       |            |                      |                       |           |
| AUTO & TRUCK ELECTRIC, INC              |                                         |                     |                                                     |              |                |            |                      |                       |           |
| 8868                                    | AUTO & TRUCK ELECTRIC, INC              | 49829               | 4ga wire for fleet                                  | 01/28/2026   | 200.00         | 02/06/2026 | 100-480-610          | Automotive Supplies   | 126       |
| Total 8868:                             |                                         |                     |                                                     |              | 200.00         |            |                      |                       |           |
| BIG R OF FERNLEY                        |                                         |                     |                                                     |              |                |            |                      |                       |           |
| 20                                      | BIG R OF FERNLEY                        | 23619/5             | Tape, Texture                                       | 01/28/2026   | 29.98          | 02/06/2026 | 100-417-600          | General Supplies      | 126       |
| 20                                      | BIG R OF FERNLEY                        | 23632/5             | Muck boots for Bryan Brandenburg and Robert Pareles | 01/30/2026   | 355.94         | 02/06/2026 | 510-810-616          | Safety Supplies       | 126       |
| 20                                      | BIG R OF FERNLEY                        | 23632/5             | Supplies for 955 Jessica hit and run                | 01/30/2026   | 51.95          | 02/06/2026 | 510-810-614          | Shop Supplies         | 126       |

| Vendor                                | Vendor Name                    | Invoice Number | Description                                           | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                | GL Period |
|---------------------------------------|--------------------------------|----------------|-------------------------------------------------------|--------------|----------------|------------|-------------------------------------|-----------|
| 20                                    | BIG R OF FERNLEY               | 23642/5        | Primer, PVC, Caution Tape                             | 02/02/2026   | 71.80          | 02/06/2026 | 100-575-600 General Supplies        | 226       |
| 20                                    | BIG R OF FERNLEY               | 23646/5        | Strap, disposable gloves, Pick Stick                  | 02/02/2026   | 52.94          | 02/06/2026 | 100-575-600 General Supplies        | 226       |
| 20                                    | BIG R OF FERNLEY               | 23656/5        | Eye bolts, Hardware, Caution Tape                     | 02/03/2026   | 30.38          | 02/06/2026 | 100-575-600 General Supplies        | 226       |
| 20                                    | BIG R OF FERNLEY               | 23660/5        | Tidy Cat litter for office cat                        | 02/04/2026   | 25.18          |            | 100-525-600 General Supplies        | 226       |
| 20                                    | BIG R OF FERNLEY               | 23662/5        | Steel, Hardware                                       | 02/04/2026   | 30.97          | 02/06/2026 | 100-575-600 General Supplies        | 226       |
| 20                                    | BIG R OF FERNLEY               | 23665/5        | WWTP fence repair parts                               | 02/04/2026   | 6.53           | 02/06/2026 | 520-810-614 Shop Supplies           | 226       |
| 20                                    | BIG R OF FERNLEY               | 23667/5        | Hose. Gloves                                          | 02/04/2026   | 89.88          | 02/06/2026 | 100-475-600 General Supplies        | 226       |
| 20                                    | BIG R OF FERNLEY               | 23676/5        | Caulk                                                 | 02/06/2026   | 3.99           |            | 100-417-600 General Supplies        | 226       |
| 20                                    | BIG R OF FERNLEY               | 23686/5        | AC Goat Feed /Chicken                                 | 02/07/2026   | 25.98          |            | 100-525-600 General Supplies        | 226       |
| 20                                    | BIG R OF FERNLEY               | 23700/5        | Goat feed -AC Protective Custody Case                 | 02/10/2026   | 89.80          |            | 100-525-600 General Supplies        | 226       |
| 20                                    | BIG R OF FERNLEY               | 23703/5        | fuel hose for shop gas tank.                          | 02/10/2026   | 75.99          |            | 100-575-600 General Supplies        | 226       |
| Total 20:                             |                                |                |                                                       |              | 941.31         |            |                                     |           |
| <b>BLUE BEACON INC</b>                |                                |                |                                                       |              |                |            |                                     |           |
| 200                                   | BLUE BEACON INC                | 5095133        | VacCon washed                                         | 01/31/2026   | 125.60         |            | 520-810-610 Automotive Supplies     | 126       |
| Total 200:                            |                                |                |                                                       |              | 125.60         |            |                                     |           |
| <b>BOB'S PRINTING AND SIGNAGE</b>     |                                |                |                                                       |              |                |            |                                     |           |
| 6970                                  | BOB'S PRINTING AND SIGNAGE     | 10726-1        | Name Plates and Bus Cards: Brenda, Aaron & Lina       | 02/03/2026   | 53.05          |            | 510-840-601 Office Supplies         | 226       |
| 6970                                  | BOB'S PRINTING AND SIGNAGE     | 10726-1        | Name Plates and Bus Cards: Brenda, Aaron & Lina       | 02/03/2026   | 53.05          |            | 510-810-601 Office Supplies         | 226       |
| 6970                                  | BOB'S PRINTING AND SIGNAGE     | 10726-1        | Name Plates and Bus Cards: Brenda, Aaron & Lina       | 02/03/2026   | 106.10         |            | 520-810-601 Office Supplies         | 226       |
| 6970                                  | BOB'S PRINTING AND SIGNAGE     | 12026-1        | Business cards & name plate S. Harris Dep. City Clerk | 02/03/2026   | 93.44          | 02/06/2026 | 100-416-550 Printing and Postage    | 226       |
| 6970                                  | BOB'S PRINTING AND SIGNAGE     | 122425-1       | Public Works Admin                                    | 01/15/2026   | 105.16         | 02/06/2026 | 100-417-550 Printing and Postage    | 126       |
| 6970                                  | BOB'S PRINTING AND SIGNAGE     | 122425-1       | Code Enforcement                                      | 01/15/2026   | 610.27         | 02/06/2026 | 100-615-550 Printing and Postage    | 126       |
| 6970                                  | BOB'S PRINTING AND SIGNAGE     | 122425-1       | PW- High Visibilty Safety Jacket                      | 01/15/2026   | 124.05         | 02/06/2026 | 100-417-616 Safety Supplies         | 126       |
| 6970                                  | BOB'S PRINTING AND SIGNAGE     | 122425-1       | Building                                              | 01/15/2026   | 288.11         | 02/06/2026 | 100-605-550 Printing and Postage    | 126       |
| 6970                                  | BOB'S PRINTING AND SIGNAGE     | 12826-1        | High visibility safety vests                          | 02/10/2026   | 82.25          |            | 100-475-616 Safety Supplies         | 226       |
| 6970                                  | BOB'S PRINTING AND SIGNAGE     | 12826-1        | High visibility safety vests                          | 02/10/2026   | 82.25          |            | 100-575-616 Safety Supplies         | 226       |
| Total 6970:                           |                                |                |                                                       |              | 1,597.73       |            |                                     |           |
| <b>BRADY INDUSTRIES OF NEVADA LLC</b> |                                |                |                                                       |              |                |            |                                     |           |
| 8837                                  | BRADY INDUSTRIES OF NEVADA LLC | 11219330       | Trash bags/Paper towels                               | 01/30/2026   | 411.80         | 02/06/2026 | 100-417-612 Building Maint Supplies | 126       |
| Total 8837:                           |                                |                |                                                       |              | 411.80         |            |                                     |           |
| <b>BULBMAN - RENO</b>                 |                                |                |                                                       |              |                |            |                                     |           |
| 5513                                  | BULBMAN - RENO                 | 385116         | Bulbs                                                 | 02/03/2026   | 286.44         | 02/06/2026 | 100-417-612 Building Maint Supplies | 226       |
| Total 5513:                           |                                |                |                                                       |              | 286.44         |            |                                     |           |

| Vendor                                    | Vendor Name                        | Invoice Number  | Description                                 | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                     | GL Period |
|-------------------------------------------|------------------------------------|-----------------|---------------------------------------------|--------------|----------------|------------|------------------------------------------|-----------|
| <b>CARE FLIGHT</b>                        |                                    |                 |                                             |              |                |            |                                          |           |
| 7204                                      | CARE FLIGHT                        | MEM-198         | HEALTH INSURANCE/CARE FLIGHT S. HEDRICK     | 02/10/2026   | 20.39          |            | 100-416-322 Prof Serv-Other              | 226       |
| 7204                                      | CARE FLIGHT                        | MEM-198         | HEALTH INSURANCE/CARE FLIGHT R. GOETZ       | 02/10/2026   | 3.85           |            | 510-810-322 Prof Serv-Other              | 226       |
| 7204                                      | CARE FLIGHT                        | MEM-198         | HEALTH INSURANCE/CARE FLIGHT R. GOETZ       | 02/10/2026   | 20.39          |            | 100-416-322 Prof Serv-Other              | 226       |
| 7204                                      | CARE FLIGHT                        | MEM-198         | HEALTH INSURANCE/CARE FLIGHT S. HEDRICK     | 02/10/2026   | 3.85           |            | 510-810-322 Prof Serv-Other              | 226       |
| 7204                                      | CARE FLIGHT                        | MEM-198         | HEALTH INSURANCE/CARE FLIGHT R. GOETZ       | 02/10/2026   | 2.01           |            | 520-810-322 Prof Serv-Other              | 226       |
| 7204                                      | CARE FLIGHT                        | MEM-198         | HEALTH INSURANCE/CARE FLIGHT S. HEDRICK     | 02/10/2026   | 2.01           |            | 520-810-322 Prof Serv-Other              | 226       |
| 7204                                      | CARE FLIGHT                        | MEM-198         | HEALTH INSURANCE/CARE FLIGHT A. POTICHKIN   | 02/10/2026   | 26.25          |            | 100-425-322 Prof Serv-Other              | 226       |
| Total 7204:                               |                                    |                 |                                             |              | 78.75          |            |                                          |           |
| <b>CDW GOVERNMENT INC.</b>                |                                    |                 |                                             |              |                |            |                                          |           |
| 27                                        | CDW GOVERNMENT INC.                | AH7Z18G         | Courtroom Monitor and Marshal Laptop        | 01/26/2026   | 1,263.01       | 02/06/2026 | 210-425-605 Minor Equipment              | 126       |
| Total 27:                                 |                                    |                 |                                             |              | 1,263.01       |            |                                          |           |
| <b>CHARTER COMMUNICATIONS</b>             |                                    |                 |                                             |              |                |            |                                          |           |
| 4479                                      | CHARTER COMMUNICATIONS             | 156824401012126 | 24401 1/28-2/27/26 355 Cottonwood           | 01/21/2026   | 129.98         | 02/06/2026 | 100-417-530 Communications               | 126       |
| Total 4479:                               |                                    |                 |                                             |              | 129.98         |            |                                          |           |
| <b>CHASE</b>                              |                                    |                 |                                             |              |                |            |                                          |           |
| 8748                                      | CHASE                              | INV-FINAL       | 2020 SERIES BOND PAYMENT - SEWER PRINCIPAL  | 01/29/2026   | 291,888.33     | 01/29/2026 | 520-225100 Bonds Payable-Current Portion | 126       |
| 8748                                      | CHASE                              | INV-FINAL       | 2020 SERIES BOND PAYMENT - WATER PRINCIPAL  | 01/29/2026   | 2,606,111.67   | 01/29/2026 | 510-225100 Bonds Payable-Current Portion | 126       |
| 8748                                      | CHASE                              | INV-FINAL       | 2020 SERIES BOND PAYMENT - SEWER INT        | 01/29/2026   | 1,503.22       | 01/29/2026 | 520-800-860 Interest Expense             | 126       |
| 8748                                      | CHASE                              | INV-FINAL       | 2020 SERIES BOND PAYMENT - WATER INT        | 01/29/2026   | 13,421.48      | 01/29/2026 | 510-800-860 Interest Expense             | 126       |
| Total 8748:                               |                                    |                 |                                             |              | 2,912,924.70   |            |                                          |           |
| <b>CHASE PAYMENTECH MERCHANT SERVICES</b> |                                    |                 |                                             |              |                |            |                                          |           |
| 8637                                      | CHASE PAYMENTECH MERCHANT SERVICES | 1/2026          | FINANCE-CREDIT CARD PROCESSING FEES 6291057 | 01/31/2026   | 1,044.94       | 01/31/2026 | 100-415-609 Credit Card Fees             | 126       |
| 8637                                      | CHASE PAYMENTECH MERCHANT SERVICES | 1/2026          | WATER-CREDIT CARD PROCESSING FEES 6181757   | 01/31/2026   | 3,629.06       | 01/31/2026 | 510-810-609 Credit Card Fees             | 126       |
| 8637                                      | CHASE PAYMENTECH MERCHANT SERVICES | 1/2026          | FINANCE-CREDIT CARD PROCESSING FEES 6291058 | 01/31/2026   | 93.83          | 01/31/2026 | 100-415-609 Credit Card Fees             | 126       |
| 8637                                      | CHASE PAYMENTECH MERCHANT SERVICES | 1/2026          | SEWER-CREDIT CARD PROCESSING FEES 6181757   | 01/31/2026   | 3,629.05       | 01/31/2026 | 520-810-609 Credit Card Fees             | 126       |
| Total 8637:                               |                                    |                 |                                             |              | 8,396.88       |            |                                          |           |
| <b>CMC TIRE, INC</b>                      |                                    |                 |                                             |              |                |            |                                          |           |
| 8903                                      | CMC TIRE, INC                      | 50124570        | FLAT REPAIR VAC-CON                         | 01/22/2026   | 176.50         | 02/06/2026 | 100-480-430 Outside Serv-Repair & Maint  | 126       |
| 8903                                      | CMC TIRE, INC                      | 50124606        | FLAT REPAIR FOR VACTOR                      | 01/22/2026   | 185.50         | 02/06/2026 | 100-480-430 Outside Serv-Repair & Maint  | 126       |
| Total 8903:                               |                                    |                 |                                             |              | 362.00         |            |                                          |           |

| Vendor                                       | Vendor Name                       | Invoice Number           | Description                                      | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title              | GL Period |
|----------------------------------------------|-----------------------------------|--------------------------|--------------------------------------------------|--------------|----------------|------------|-----------------------------------|-----------|
| <b>DOWL, LLC</b>                             |                                   |                          |                                                  |              |                |            |                                   |           |
| 8931                                         | DOWL, LLC                         | 5                        | FY26 Map Reviews                                 | 12/31/2025   | 410.00         |            | 100-610-322 Prof Serv-Other       | 226       |
| 8931                                         | DOWL, LLC                         | 7363.30292.03-7          | GIS Services: January 2026                       | 02/06/2026   | 658.00         |            | 100-529-320 Prof Serv-Engineering | 226       |
| 8931                                         | DOWL, LLC                         | 7363.30292.03-8          | GIS services sewer Jan 2026                      | 02/06/2026   | 734.00         |            | 520-810-320 Prof Serv-Engineering | 226       |
| 8931                                         | DOWL, LLC                         | 7363.30292.03-8          | GIS services water Jan 2026                      | 02/06/2026   | 987.00         |            | 510-810-320 Prof Serv-Engineering | 226       |
| 8931                                         | DOWL, LLC                         | 7363.30583.01-18         | Engineering Services                             | 02/06/2026   | 2,701.25       |            | 100-610-320 Prof Serv-Engineering | 226       |
| Total 8931:                                  |                                   |                          |                                                  |              | 5,490.25       |            |                                   |           |
| <b>EMPLOYEES, CITY OF FERNLEY</b>            |                                   |                          |                                                  |              |                |            |                                   |           |
| 8639                                         | EMPLOYEES, CITY OF FERNLEY        | 020626                   | REIMB FOR GFOA ANN. CONFERENCE FLIGHT TO CHICA   | 02/06/2026   | 601.39         | 02/06/2026 | 100-415-582 Travel                | 226       |
| 8639                                         | EMPLOYEES, CITY OF FERNLEY        | 020926                   | REIMB FOR TRAINING CERTIFICATION                 | 02/09/2026   | 150.00         |            | 520-810-580 Training              | 226       |
| 8639                                         | EMPLOYEES, CITY OF FERNLEY        | 2926                     | PER DIEM G. HALL BUILDING INSPECTOR EXAM - LAS V | 02/09/2026   | 365.00         |            | 100-605-582 Travel                | 226       |
| Total 8639:                                  |                                   |                          |                                                  |              | 1,116.39       |            |                                   |           |
| <b>EVERON, LLC</b>                           |                                   |                          |                                                  |              |                |            |                                   |           |
| 8979                                         | EVERON, LLC                       | 160428591                | PS security equipment service agreement          | 01/29/2026   | 76.19          | 02/06/2026 | 510-840-420 Outside Services      | 126       |
| Total 8979:                                  |                                   |                          |                                                  |              | 76.19          |            |                                   |           |
| <b>FERNLEY ART &amp; CULTURE EVENT SQUAD</b> |                                   |                          |                                                  |              |                |            |                                   |           |
| 8729                                         | FERNLEY ART & CULTURE EVENT SQUAD | Aces FinalFY25-26R1      | Aces FinalFY25-26R1                              | 01/31/2026   | 5,340.22       | 02/06/2026 | 225-575-650 Community Support     | 126       |
| Total 8729:                                  |                                   |                          |                                                  |              | 5,340.22       |            |                                   |           |
| <b>FERNLEY CHAMBER OF COMMERCE</b>           |                                   |                          |                                                  |              |                |            |                                   |           |
| 513                                          | FERNLEY CHAMBER OF COMMERCE       | FC Final FCTA R1 FY 25/2 | FC Final FCTA R1 FY 25/26                        | 02/03/2026   | 2,811.81       | 02/06/2026 | 225-575-650 Community Support     | 226       |
| Total 513:                                   |                                   |                          |                                                  |              | 2,811.81       |            |                                   |           |
| <b>FERNLEY COMMUNITY FOUNDATION</b>          |                                   |                          |                                                  |              |                |            |                                   |           |
| 8668                                         | FERNLEY COMMUNITY FOUNDATION      | FCC Final FY 25/26 R1    | FCC- Final FY25-26 R1                            | 01/31/2026   | 4,625.00       | 02/06/2026 | 225-575-650 Community Support     | 126       |
| Total 8668:                                  |                                   |                          |                                                  |              | 4,625.00       |            |                                   |           |
| <b>FERNLEY JUNIOR RODEO ASSOC</b>            |                                   |                          |                                                  |              |                |            |                                   |           |
| 6065                                         | FERNLEY JUNIOR RODEO ASSOC        | FJR Final FY25/26 R1     | Fernley Jr. Rodeo R1 Fy25/26                     | 02/02/2026   | 9,625.00       |            | 225-575-650 Community Support     | 226       |
| Total 6065:                                  |                                   |                          |                                                  |              | 9,625.00       |            |                                   |           |
| <b>FLORES, ROBERT C.</b>                     |                                   |                          |                                                  |              |                |            |                                   |           |
| 9012                                         | FLORES, ROBERT C.                 | 11426                    | PLANNING COMMISSION STIPEND                      | 01/14/2026   | 80.00          |            | 100-610-322 Prof Serv-Other       | 126       |

| Vendor                                      | Vendor Name                          | Invoice Number | Description                 | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title         | GL Period |
|---------------------------------------------|--------------------------------------|----------------|-----------------------------|--------------|----------------|------------|------------------------------|-----------|
| Total 9012:                                 |                                      |                |                             |              | 80.00          |            |                              |           |
| <b>FLYERS ENERGY, LLC</b>                   |                                      |                |                             |              |                |            |                              |           |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4499143    | GASOLINE-VECTOR             | 01/15/2026   | 123.64         | 02/06/2026 | 100-528-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4499143    | GASOLINE-STREETS            | 01/15/2026   | 1,210.82       | 02/06/2026 | 100-475-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4499143    | GASOLINE-BUILDING           | 01/15/2026   | 101.35         | 02/06/2026 | 100-605-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4499143    | GASOLINE-PARKS              | 01/15/2026   | 298.66         | 02/06/2026 | 100-575-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4499143    | GASOLINE-WW                 | 01/15/2026   | 990.60         | 02/06/2026 | 520-810-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4499143    | GASOLINE-ANIMAL CONTROL     | 01/15/2026   | 174.99         | 02/06/2026 | 100-525-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4499143    | GASOLINE-WD                 | 01/15/2026   | 1,259.65       | 02/06/2026 | 510-810-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4499143    | GASOLINE-FLEET              | 01/15/2026   | 88.59          | 02/06/2026 | 100-480-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4499143    | GASOLINE-CODE ENFORCEMENT   | 01/15/2026   | 34.56          | 02/06/2026 | 100-615-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4499143    | GASOLINE-WTP                | 01/15/2026   | 154.49         | 02/06/2026 | 510-840-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4499143    | GASOLINE-COURT              | 01/15/2026   | 51.59          | 02/06/2026 | 100-425-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4499143    | GASOLINE-FACILITIES         | 01/15/2026   | 298.65         | 02/06/2026 | 100-417-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4516054    | GASOLINE-WTP                | 01/31/2026   | 94.07          |            | 510-840-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4516054    | GASOLINE-COURT              | 01/31/2026   | 43.66          |            | 100-425-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4516054    | GASOLINE-FACILITIES         | 01/31/2026   | 417.92         |            | 100-417-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4516054    | GASOLINE-WD                 | 01/31/2026   | 1,209.05       |            | 510-810-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4516054    | GASOLINE-FLEET              | 01/31/2026   | 94.97          |            | 100-480-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4516054    | GASOLINE-CODE ENFORCEMENT   | 01/31/2026   | 92.68          |            | 100-615-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4516054    | GASOLINE-WW                 | 01/31/2026   | 762.27         |            | 520-810-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4516054    | GASOLINE-ANIMAL CONTROL     | 01/31/2026   | 201.71         |            | 100-525-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4516054    | GASOLINE-PARKS              | 01/31/2026   | 417.93         |            | 100-575-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4516054    | GASOLINE-STREETS            | 01/31/2026   | 1,194.66       |            | 100-475-626 Gasoline         | 126       |
| 18                                          | FLYERS ENERGY, LLC                   | CFS-4516054    | GASOLINE-BUILDING           | 01/31/2026   | 224.22         |            | 100-605-626 Gasoline         | 126       |
| Total 18:                                   |                                      |                |                             |              | 9,540.73       |            |                              |           |
| <b>FLYNN GIUDICI GOVERNMENT AFFAIRS LLC</b> |                                      |                |                             |              |                |            |                              |           |
| 8869                                        | FLYNN GIUDICI GOVERNMENT AFFAIRS LLC | INV-0651       | Lobbyist Contract Feb-26    | 02/10/2026   | 5,800.00       |            | 100-413-322 Prof Serv-Other  | 226       |
| Total 8869:                                 |                                      |                |                             |              | 5,800.00       |            |                              |           |
| <b>GARVIN, TESSA</b>                        |                                      |                |                             |              |                |            |                              |           |
| 9010                                        | GARVIN, TESSA                        | 11426          | PLANNING COMMISSION STIPEND | 01/14/2026   | 80.00          |            | 100-610-322 Prof Serv-Other  | 126       |
| Total 9010:                                 |                                      |                |                             |              | 80.00          |            |                              |           |
| <b>GOLDSTAR PRODUCTS INC</b>                |                                      |                |                             |              |                |            |                              |           |
| 6125                                        | GOLDSTAR PRODUCTS INC                | 83142-IN       | Graffiti Remover            | 01/22/2026   | 810.43         | 02/06/2026 | 100-575-600 General Supplies | 126       |
| 6125                                        | GOLDSTAR PRODUCTS INC                | 83142-IN       | Graffiti Remover            | 01/22/2026   | 810.43         | 02/06/2026 | 100-475-600 General Supplies | 126       |
| 6125                                        | GOLDSTAR PRODUCTS INC                | 83142-IN       | Graffiti Remover            | 01/22/2026   | 500.00         | 02/06/2026 | 510-810-614 Shop Supplies    | 126       |

| Vendor                                       | Vendor Name                   | Invoice Number | Description                                      | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                | GL Period |
|----------------------------------------------|-------------------------------|----------------|--------------------------------------------------|--------------|----------------|------------|-------------------------------------|-----------|
| Total 6125:                                  |                               |                |                                                  |              | 2,120.86       |            |                                     |           |
| <b>GRAINGER</b>                              |                               |                |                                                  |              |                |            |                                     |           |
| 252                                          | GRAINGER                      | 9794844333     | Trash bags, scrub brush, nozzles, dry wipes      | 02/03/2026   | 468.37         |            | 100-525-616 Safety Supplies         | 226       |
| 252                                          | GRAINGER                      | 9798677721     | FUEL PUMP FOR BULK GAS TANK AT COTTONWOOD SH     | 02/06/2026   | 946.03         |            | 100-480-610 Automotive Supplies     | 226       |
| Total 252:                                   |                               |                |                                                  |              | 1,414.40       |            |                                     |           |
| <b>H&amp;H INVESTMENTS &amp; TOOL SUPPLY</b> |                               |                |                                                  |              |                |            |                                     |           |
| 8987                                         | H&H INVESTMENTS & TOOL SUPPLY | 75395          | tools for shop- battery lifter, basic multimeter | 01/21/2026   | 288.70         | 02/06/2026 | 100-480-600 General Supplies        | 126       |
| Total 8987:                                  |                               |                |                                                  |              | 288.70         |            |                                     |           |
| <b>HANNEMAN SERVICE</b>                      |                               |                |                                                  |              |                |            |                                     |           |
| 70                                           | HANNEMAN SERVICE              | 111971         | Misc Service Labor                               | 01/27/2026   | 145.00         |            | 100-615-420 Outside Services        | 126       |
| 70                                           | HANNEMAN SERVICE              | 111972         | Misc Service Labor                               | 01/27/2026   | 145.00         |            | 100-615-420 Outside Services        | 126       |
| 70                                           | HANNEMAN SERVICE              | 14347          | Boat Sea Swirl Red and White UT2093 Rosewood     | 01/27/2026   | 55.00          |            | 100-615-420 Outside Services        | 126       |
| 70                                           | HANNEMAN SERVICE              | 14348          | Utility Trailer Serial # 255833 Rosewood         | 01/27/2026   | 55.00          |            | 100-615-420 Outside Services        | 126       |
| Total 70:                                    |                               |                |                                                  |              | 400.00         |            |                                     |           |
| <b>HAT LTD PARTNERSHIP</b>                   |                               |                |                                                  |              |                |            |                                     |           |
| 110                                          | HAT LTD PARTNERSHIP           | 17272221       | Temp Manpower S Hedrick W/E 12/14/25             | 12/17/2025   | 161.54         | 02/06/2026 | 510-810-420 Outside Services        | 1225      |
| 110                                          | HAT LTD PARTNERSHIP           | 17272221       | Temp Manpower S Hedrick W/E 12/14/25             | 12/17/2025   | 852.74         | 02/06/2026 | 100-416-420 Outside Services        | 1225      |
| 110                                          | HAT LTD PARTNERSHIP           | 17272221       | Temp Manpower S Hedrick W/E 12/14/25             | 12/17/2025   | 84.62          | 02/06/2026 | 520-810-420 Outside Services        | 1225      |
| Total 110:                                   |                               |                |                                                  |              | 1,098.90       |            |                                     |           |
| <b>HERC RENTALS</b>                          |                               |                |                                                  |              |                |            |                                     |           |
| 8732                                         | HERC RENTALS                  | 36108079-003   | trench plate rental final invoice                | 02/06/2026   | 1,238.00       |            | 510-810-441 Rentals                 | 226       |
| 8732                                         | HERC RENTALS                  | 36284267-002   | Wood Chipper                                     | 01/30/2026   | 1,285.00       | 02/06/2026 | 100-575-441 Rentals                 | 126       |
| Total 8732:                                  |                               |                |                                                  |              | 2,523.00       |            |                                     |           |
| <b>HOMETOWN HEALTH</b>                       |                               |                |                                                  |              |                |            |                                     |           |
| 4842                                         | HOMETOWN HEALTH               | 24901-059      | 3721P GROUP HEALTH INSURANCE                     | 02/01/2026   | 98,383.97      |            | 100-217000 HEALTH INSURANCE PAYABLE | 226       |
| Total 4842:                                  |                               |                |                                                  |              | 98,383.97      |            |                                     |           |
| <b>IBEW Local 1245</b>                       |                               |                |                                                  |              |                |            |                                     |           |
| 83                                           | IBEW Local 1245               | FEB 2026-1     | UNION DUES, ONE HALF OF MONTH                    | 02/06/2026   | 1,674.67       | 02/06/2026 | 100-219900 OTHER PAYROLL PAYABLES   | 226       |

| Vendor                                             | Vendor Name                             | Invoice Number | Description                                  | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                    | GL Period |
|----------------------------------------------------|-----------------------------------------|----------------|----------------------------------------------|--------------|----------------|------------|-----------------------------------------|-----------|
| Total 83:                                          |                                         |                |                                              |              | 1,674.67       |            |                                         |           |
| <b>INTERNAL REVENUE SERVICE</b>                    |                                         |                |                                              |              |                |            |                                         |           |
| 7879                                               | INTERNAL REVENUE SERVICE                | FEB 2026-1     | FICA TAX PAYABLE, PAYROLL                    | 02/06/2026   | 145.04         | 02/06/2026 | 100-211000 FICA PAYABLE                 | 226       |
| 7879                                               | INTERNAL REVENUE SERVICE                | FEB 2026-1     | W/HOLD TAX PAYABLE, PAYROLL                  | 02/06/2026   | 30,854.14      | 02/06/2026 | 100-212000 FEDERAL WITHHOLDING PAYAB    | 226       |
| 7879                                               | INTERNAL REVENUE SERVICE                | FEB 2026-1     | MED TAX PAYABLE, PAYROLL                     | 02/06/2026   | 8,233.90       | 02/06/2026 | 100-211000 FICA PAYABLE                 | 226       |
| Total 7879:                                        |                                         |                |                                              |              | 39,233.08      |            |                                         |           |
| <b>INTERNATIONAL CODE COUNCIL</b>                  |                                         |                |                                              |              |                |            |                                         |           |
| 617                                                | INTERNATIONAL CODE COUNCIL              | 1002218896     | IRC books for the permit techs/front counter | 01/29/2026   | 355.50         | 02/06/2026 | 100-605-640 Books and Periodicals       | 126       |
| 617                                                | INTERNATIONAL CODE COUNCIL              | 1002223678     | Study companion 2024 IRC                     | 02/05/2026   | 172.00         |            | 100-605-640 Books and Periodicals       | 226       |
| Total 617:                                         |                                         |                |                                              |              | 527.50         |            |                                         |           |
| <b>INTERSTATE OIL COMPANY</b>                      |                                         |                |                                              |              |                |            |                                         |           |
| 4329                                               | INTERSTATE OIL COMPANY                  | 895086-IN      | OIL AND FLITERS FOR FLEET                    | 02/02/2026   | 49.61          | 02/06/2026 | 100-480-610 Automotive Supplies         | 226       |
| Total 4329:                                        |                                         |                |                                              |              | 49.61          |            |                                         |           |
| <b>ISOLVED INC</b>                                 |                                         |                |                                              |              |                |            |                                         |           |
| 8862                                               | ISOLVED INC                             | 1151316961     | B Marchant COBRA premium collection Jan 26   | 02/03/2026   | 33.76          |            | 100-413-322 Prof Serv-Other             | 226       |
| Total 8862:                                        |                                         |                |                                              |              | 33.76          |            |                                         |           |
| <b>JUST IN TIME HEATING &amp; AIR CONDITIONING</b> |                                         |                |                                              |              |                |            |                                         |           |
| 9078                                               | JUST IN TIME HEATING & AIR CONDITIONING | 33516285       | well 13 heating and cooling unit             | 01/28/2026   | 6,000.00       | 02/06/2026 | 510-810-430 Outside Serv-Repair & Maint | 126       |
| Total 9078:                                        |                                         |                |                                              |              | 6,000.00       |            |                                         |           |
| <b>KIMLEY-HORN AND ASSOCIATES, INC.</b>            |                                         |                |                                              |              |                |            |                                         |           |
| 8715                                               | KIMLEY-HORN AND ASSOCIATES, INC.        | 192100009-0126 | South Area Plan                              | 01/31/2026   | 27,550.00      |            | 100-610-322 Prof Serv-Other             | 126       |
| 8715                                               | KIMLEY-HORN AND ASSOCIATES, INC.        | 34689495       | Infrastructure Plan                          | 01/31/2026   | 7,250.00       |            | 100-610-322 Prof Serv-Other             | 126       |
| Total 8715:                                        |                                         |                |                                              |              | 34,800.00      |            |                                         |           |
| <b>KOCH ELEVATOR CO.</b>                           |                                         |                |                                              |              |                |            |                                         |           |
| 8751                                               | KOCH ELEVATOR CO.                       | 453107         | Monthly Elevator Maintenance                 | 02/02/2026   | 269.27         | 02/06/2026 | 100-417-430 Outside Serv-Repair & Maint | 226       |
| Total 8751:                                        |                                         |                |                                              |              | 269.27         |            |                                         |           |
| <b>KOLVET, BRENT</b>                               |                                         |                |                                              |              |                |            |                                         |           |
| 8611                                               | KOLVET, BRENT                           | 12826          | Kolvet coverage - Judges conference          | 01/28/2026   | 396.00         | 01/29/2026 | 100-425-335 Prof Serv-Senior Judge      | 126       |

| Vendor                             | Vendor Name                 | Invoice Number | Description                                               | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                     | GL Period |
|------------------------------------|-----------------------------|----------------|-----------------------------------------------------------|--------------|----------------|------------|------------------------------------------|-----------|
| 8611                               | KOLVET, BRENT               | 2626           | KOLVET COVERAGE-BEREAVEMENT                               | 02/06/2026   | 396.00         |            | 100-425-335 Prof Serv-Senior Judge       | 226       |
| Total 8611:                        |                             |                |                                                           |              | 792.00         |            |                                          |           |
| <b>LOW STUMP LLC</b>               |                             |                |                                                           |              |                |            |                                          |           |
| 9060                               | LOW STUMP LLC               | 1212           | Hazardous Tree Removal, 1075 Margaret Way                 | 02/04/2026   | 7,200.00       | 02/06/2026 | 100-475-420 Outside Services             | 226       |
| Total 9060:                        |                             |                |                                                           |              | 7,200.00       |            |                                          |           |
| <b>LOWES CREDIT SERVICES</b>       |                             |                |                                                           |              |                |            |                                          |           |
| 7650                               | LOWES CREDIT SERVICES       | 72492          | Water Heater Expansion Tank                               | 02/02/2026   | 35.99          |            | 100-417-612 Building Maint Supplies      | 226       |
| 7650                               | LOWES CREDIT SERVICES       | 72536          | Electrician- tools, spring nuts, brackets, clamps         | 02/02/2026   | 21.40          |            | 510-840-600 General Supplies             | 226       |
| 7650                               | LOWES CREDIT SERVICES       | 72536          | Electrician- tools, spring nuts, brackets, clamps         | 02/02/2026   | 42.80          |            | 520-810-600 General Supplies             | 226       |
| 7650                               | LOWES CREDIT SERVICES       | 72536          | Electrician- tools, spring nuts, brackets, clamps         | 02/02/2026   | 21.40          |            | 510-810-600 General Supplies             | 226       |
| 7650                               | LOWES CREDIT SERVICES       | 74740          | Fencing                                                   | 02/03/2026   | 96.63          |            | 100-475-600 General Supplies             | 226       |
| 7650                               | LOWES CREDIT SERVICES       | 86214          | Shop cleaning supplies                                    | 01/23/2026   | 144.13         | 02/06/2026 | 510-810-614 Shop Supplies                | 126       |
| 7650                               | LOWES CREDIT SERVICES       | 86232          | WWTP bathroom supplies- lysol, toilet paper, paper towels | 02/10/2026   | 67.83          |            | 520-810-600 General Supplies             | 226       |
| 7650                               | LOWES CREDIT SERVICES       | 93629          | Cleaning Supplies                                         | 01/28/2026   | 73.71          | 02/06/2026 | 520-810-600 General Supplies             | 126       |
| 7650                               | LOWES CREDIT SERVICES       | 94306          | Paint for tank graffiti cover up                          | 01/28/2026   | 137.03         | 02/06/2026 | 510-810-614 Shop Supplies                | 126       |
| 7650                               | LOWES CREDIT SERVICES       | 95368          | Wire fittings/connector fittings                          | 01/29/2026   | 29.82          | 02/06/2026 | 520-810-600 General Supplies             | 126       |
| 7650                               | LOWES CREDIT SERVICES       | 95368          | Wire fittings/connector fittings                          | 01/29/2026   | 14.91          | 02/06/2026 | 510-840-600 General Supplies             | 126       |
| 7650                               | LOWES CREDIT SERVICES       | 95368          | Wire fittings/connector fittings                          | 01/29/2026   | 14.91          | 02/06/2026 | 510-810-600 General Supplies             | 126       |
| 7650                               | LOWES CREDIT SERVICES       | 95465          | PS Chem Bldg Storage Cabinets                             | 01/29/2026   | 936.19         | 02/06/2026 | 510-840-614 Shop Supplies                | 126       |
| 7650                               | LOWES CREDIT SERVICES       | 990219-QCMBAY  | Maintenance Supplies- steel pail                          | 01/07/2026   | 13.26          |            | 520-810-614 Shop Supplies                | 126       |
| 7650                               | LOWES CREDIT SERVICES       | 998742         | Gear box PS Return Credit                                 | 01/12/2026   | 227.99-        |            | 510-840-614 Shop Supplies                | 126       |
| Total 7650:                        |                             |                |                                                           |              | 1,422.02       |            |                                          |           |
| <b>LUMOS &amp; ASSOCIATES INC</b>  |                             |                |                                                           |              |                |            |                                          |           |
| 370                                | LUMOS & ASSOCIATES INC      | 130303         | SR828 Phase 3 Bike Path - survey and PM                   | 12/08/2025   | 30,063.50      | 02/06/2026 | 100-475-730 Improve Other than Buildings | 1225      |
| Total 370:                         |                             |                |                                                           |              | 30,063.50      |            |                                          |           |
| <b>LYON COUNTY CLERK/TREASURER</b> |                             |                |                                                           |              |                |            |                                          |           |
| 106                                | LYON COUNTY CLERK/TREASURER | TLT Jan 26     | Transient Lodging Tax                                     | 01/31/2026   | 2,661.82       | 02/06/2026 | 225-227010 TLT Payable to County         | 126       |
| Total 106:                         |                             |                |                                                           |              | 2,661.82       |            |                                          |           |
| <b>MARSHALL'S SEPTIC CARE</b>      |                             |                |                                                           |              |                |            |                                          |           |
| 8509                               | MARSHALL'S SEPTIC CARE      | 129496         | Portable Restroom Maintenance                             | 02/01/2026   | 128.33         | 02/06/2026 | 100-575-430 Outside Serv-Repair & Maint  | 226       |
| 8509                               | MARSHALL'S SEPTIC CARE      | 129499         | Portable Restroom Maintenance                             | 02/01/2026   | 220.66         | 02/06/2026 | 100-575-430 Outside Serv-Repair & Maint  | 226       |
| 8509                               | MARSHALL'S SEPTIC CARE      | 129497         | Portable Restroom Maintenance                             | 02/01/2026   | 128.33         | 02/06/2026 | 100-575-430 Outside Serv-Repair & Maint  | 226       |
| 8509                               | MARSHALL'S SEPTIC CARE      | 129498         | Portable Restroom Maintenance                             | 02/01/2026   | 551.65         | 02/06/2026 | 100-575-430 Outside Serv-Repair & Maint  | 226       |
| 8509                               | MARSHALL'S SEPTIC CARE      | 129500         | Portable Restroom Maintenance                             | 02/01/2026   | 220.66         | 02/06/2026 | 100-575-430 Outside Serv-Repair & Maint  | 226       |

| Vendor                                   | Vendor Name                       | Invoice Number | Description                                     | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                       | GL Period |
|------------------------------------------|-----------------------------------|----------------|-------------------------------------------------|--------------|----------------|------------|--------------------------------------------|-----------|
| 8509                                     | MARSHALL'S SEPTIC CARE            | I29501         | Portable Restroom Maintenance                   | 02/01/2026   | 118.33         | 02/06/2026 | 100-417-430 Outside Serv-Repair & Maint    | 226       |
| 8509                                     | MARSHALL'S SEPTIC CARE            | I29504         | Portable Restroom Maintenance                   | 02/01/2026   | 118.33         | 02/06/2026 | 100-417-430 Outside Serv-Repair & Maint    | 226       |
| Total 8509:                              |                                   |                |                                                 |              | 1,486.29       |            |                                            |           |
| <b>MCCULLAR, JENNI LEI</b>               |                                   |                |                                                 |              |                |            |                                            |           |
| 9019                                     | MCCULLAR, JENNI LEI               | 11426          | PLANNING COMMISSION STIPEND                     | 01/14/2026   | 80.00          |            | 100-610-322 Prof Serv-Other                | 126       |
| Total 9019:                              |                                   |                |                                                 |              | 80.00          |            |                                            |           |
| <b>MISCELLANEOUS ONE TIME VENDOR</b>     |                                   |                |                                                 |              |                |            |                                            |           |
| 1111                                     | MISCELLANEOUS ONE TIME VENDOR     | 20426          | REFUND FOR H2 PARCEL VICTORY LOGISTICS FIRE FLO | 02/04/2026   | 240.00         | 02/06/2026 | 100-320-220 Engineering/Civil Fees         | 226       |
| 1111                                     | MISCELLANEOUS ONE TIME VENDOR     | 20526          | REFUND FOR WATER CONNECTION FEES BP 25-109      | 02/05/2026   | 1,223.90       | 02/06/2026 | 510-395-910 Cust. Contrib.-Hookups/Connect | 226       |
| 1111                                     | MISCELLANEOUS ONE TIME VENDOR     | 20526          | REFUND FOR SEWER CONNECTION FEES BP 25-109      | 02/05/2026   | 874.20         | 02/06/2026 | 520-395-910 Cust. Contrib.-Hookups/Connect | 226       |
| 1111                                     | MISCELLANEOUS ONE TIME VENDOR     | 2326           | CP2022-010 DOLAN CAR SALES LOT CASH BOND RETUR  | 02/03/2026   | 28,710.55      | 02/06/2026 | 100-228300 Customer Deposits/Bonds - Dev   | 226       |
| 1111                                     | MISCELLANEOUS ONE TIME VENDOR     | 2526           | OVERPAYMENT ON BUSINESS LICENSE RENEWAL ACCT    | 02/05/2026   | 200.00         | 02/06/2026 | 100-320-100 Business License Fees          | 226       |
| 1111                                     | MISCELLANEOUS ONE TIME VENDOR     | 2626           | CASH BOND RETURN FOR EN2026-001 NEVADA PACIFIC  | 02/06/2026   | 500.00         |            | 100-228300 Customer Deposits/Bonds - Dev   | 226       |
| Total 1111:                              |                                   |                |                                                 |              | 31,748.65      |            |                                            |           |
| <b>MME - MUNICIPAL MAINTENANCE EQUIP</b> |                                   |                |                                                 |              |                |            |                                            |           |
| 6635                                     | MME - MUNICIPAL MAINTENANCE EQUIP | 45803          | VacCon leader hose                              | 01/26/2026   | 123.89         | 02/06/2026 | 520-810-610 Automotive Supplies            | 126       |
| Total 6635:                              |                                   |                |                                                 |              | 123.89         |            |                                            |           |
| <b>MOFFITT ANIMAL CLINIC</b>             |                                   |                |                                                 |              |                |            |                                            |           |
| 6660                                     | MOFFITT ANIMAL CLINIC             | 191162         | Stevie Nicks 01/21/26 ( # BE )                  | 01/21/2026   | 40.00          | 02/06/2026 | 100-525-322 Prof Serv-Other                | 126       |
| Total 6660:                              |                                   |                |                                                 |              | 40.00          |            |                                            |           |
| <b>NAPA AUTO &amp; TRUCK PARTS</b>       |                                   |                |                                                 |              |                |            |                                            |           |
| 58                                       | NAPA AUTO & TRUCK PARTS           | 443271         | PARTS FOR FLEET- lights                         | 01/29/2026   | 91.59          | 02/06/2026 | 100-480-610 Automotive Supplies            | 126       |
| 58                                       | NAPA AUTO & TRUCK PARTS           | 443272         | PARTS FOR FLEET-Stick transfer pump             | 01/29/2026   | 229.01         | 02/06/2026 | 100-480-610 Automotive Supplies            | 126       |
| 58                                       | NAPA AUTO & TRUCK PARTS           | 443282         | PARTS FOR FLEET- Oil filter                     | 01/29/2026   | 77.91          | 02/06/2026 | 100-480-610 Automotive Supplies            | 126       |
| 58                                       | NAPA AUTO & TRUCK PARTS           | 443670         | Work truck seat covers                          | 02/05/2026   | 469.31         | 02/06/2026 | 520-810-610 Automotive Supplies            | 226       |
| 58                                       | NAPA AUTO & TRUCK PARTS           | 443672         | TIRE REPAIR KIT FOR FLEET                       | 02/05/2026   | 48.80          | 02/06/2026 | 100-480-610 Automotive Supplies            | 226       |
| 58                                       | NAPA AUTO & TRUCK PARTS           | 443729         | FILTER FOR FLEET                                | 02/06/2026   | 12.35          |            | 100-480-610 Automotive Supplies            | 226       |
| Total 58:                                |                                   |                |                                                 |              | 928.97         |            |                                            |           |
| <b>NCE</b>                               |                                   |                |                                                 |              |                |            |                                            |           |
| 7617                                     | NCE                               | 675242504      | Victory Logistics Plan Review                   | 01/06/2026   | 6,860.00       | 02/06/2026 | 100-228309 Project Plan Review - Mark IV   | 126       |
| 7617                                     | NCE                               | 675242504      | Inspection and Eng Svcs                         | 01/06/2026   | 6,950.00       | 02/06/2026 | 100-529-320 Prof Serv-Engineering          | 126       |
| 7617                                     | NCE                               | 675242505      | QA Inspection for Mark IV                       | 02/05/2026   | 9,702.00       |            | 100-228309 Project Plan Review - Mark IV   | 226       |

| Vendor                                          | Vendor Name                              | Invoice Number | Description                                                      | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title              | GL Period |
|-------------------------------------------------|------------------------------------------|----------------|------------------------------------------------------------------|--------------|----------------|------------|-----------------------------------|-----------|
| 7617                                            | NCE                                      | 675242505      | Miscellaneous Office and Field Support                           | 02/05/2026   | 9,664.00       |            | 100-529-320 Prof Serv-Engineering | 226       |
| Total 7617:                                     |                                          |                |                                                                  |              | 33,176.00      |            |                                   |           |
| <b>NEVADA DEPARTMENT OF TAXATION</b>            |                                          |                |                                                                  |              |                |            |                                   |           |
| 6378                                            | NEVADA DEPARTMENT OF TAXATION            | TLT Jan 26     | Transient Lodging Tax                                            | 01/31/2026   | 1,597.09       | 02/06/2026 | 225-227015 TLT Payable to State   | 126       |
| Total 6378:                                     |                                          |                |                                                                  |              | 1,597.09       |            |                                   |           |
| <b>NEVADA DEPT PUBLIC SAFETY - DPS</b>          |                                          |                |                                                                  |              |                |            |                                   |           |
| 7405                                            | NEVADA DEPT PUBLIC SAFETY - DPS          | 7066           | NVPS2015412A Walsh, C - background check                         | 02/02/2026   | 23.59          |            | 100-575-322 Prof Serv-Other       | 226       |
| 7405                                            | NEVADA DEPT PUBLIC SAFETY - DPS          | 7066           | NVPS2017174A Perales, R-background check                         | 02/02/2026   | 39.00          |            | 510-810-322 Prof Serv-Other       | 226       |
| 7405                                            | NEVADA DEPT PUBLIC SAFETY - DPS          | 7066           | NVPS2015412A Walsh, C - background check                         | 02/02/2026   | 15.41          |            | 100-417-322 Prof Serv-Other       | 226       |
| 7405                                            | NEVADA DEPT PUBLIC SAFETY - DPS          | 7066           | NVPS2017173A Milks, A-background check                           | 02/02/2026   | 39.00          |            | 510-840-322 Prof Serv-Other       | 226       |
| 7405                                            | NEVADA DEPT PUBLIC SAFETY - DPS          | 7066           | NVPS2017171A Brandenburg, background check                       | 02/02/2026   | 39.00          |            | 510-810-322 Prof Serv-Other       | 226       |
| 7405                                            | NEVADA DEPT PUBLIC SAFETY - DPS          | 7066           | NVPS2017172A Engbrecht, background check                         | 02/02/2026   | 39.00          |            | 100-615-420 Outside Services      | 226       |
| Total 7405:                                     |                                          |                |                                                                  |              | 195.00         |            |                                   |           |
| <b>NEVADA DEPT PUBLIC SAFETY, FIRE MARSHALL</b> |                                          |                |                                                                  |              |                |            |                                   |           |
| 909                                             | NEVADA DEPT PUBLIC SAFETY, FIRE MARSHALL | 39077          | HAZMAT PERMIT WW TREATMENT PLANT                                 | 02/04/2026   | 310.00         | 02/06/2026 | 520-810-642 Licenses and Permits  | 226       |
| 909                                             | NEVADA DEPT PUBLIC SAFETY, FIRE MARSHALL | 39077          | HAZMAT PERMIT WELL 13,14,11,4                                    | 02/04/2026   | 1,050.00       | 02/06/2026 | 510-810-642 Licenses and Permits  | 226       |
| 909                                             | NEVADA DEPT PUBLIC SAFETY, FIRE MARSHALL | 39077          | HAZMAT PERMIT WATER TREATMENT PLANT                              | 02/04/2026   | 310.00         | 02/06/2026 | 510-840-642 Licenses and Permits  | 226       |
| Total 909:                                      |                                          |                |                                                                  |              | 1,670.00       |            |                                   |           |
| <b>NORTHERN NEVADA INTERNATIONAL CENTER</b>     |                                          |                |                                                                  |              |                |            |                                   |           |
| 8844                                            | NORTHERN NEVADA INTERNATIONAL CENTER     | 8172           | 25CR00005                                                        | 10/11/2025   | 300.00         | 02/06/2026 | 100-425-330 Prof Serv-Interpreter | 1025      |
| 8844                                            | NORTHERN NEVADA INTERNATIONAL CENTER     | 8272           | Marshallese - 25CR0005                                           | 01/12/2026   | 300.00         | 02/06/2026 | 100-425-330 Prof Serv-Interpreter | 126       |
| Total 8844:                                     |                                          |                |                                                                  |              | 600.00         |            |                                   |           |
| <b>NV ENERGY</b>                                |                                          |                |                                                                  |              |                |            |                                   |           |
| 167                                             | NV ENERGY                                | 13924 JAN 26   | 48768108113924 ACH                                               | 01/29/2026   | 37.54          | 02/16/2026 | 100-475-622 Electricity           | 126       |
| 167                                             | NV ENERGY                                | 26445 JAN 26   | 34596505226445 ACH                                               | 01/28/2026   | 4,872.09       | 02/13/2026 | 510-840-622 Electricity           | 126       |
| 167                                             | NV ENERGY                                | 28458 JAN 26   | 34596505228458 ACH                                               | 01/28/2026   | 9,382.52       | 02/13/2026 | 510-840-622 Electricity           | 126       |
| Total 167:                                      |                                          |                |                                                                  |              | 14,292.15      |            |                                   |           |
| <b>OFFICE DEPOT</b>                             |                                          |                |                                                                  |              |                |            |                                   |           |
| 133                                             | OFFICE DEPOT                             | 454222071001   | Pens and fasteners                                               | 01/06/2026   | 88.97          | 02/06/2026 | 100-414-600 General Supplies      | 126       |
| 133                                             | OFFICE DEPOT                             | 454254766001   | 8GB USB drives x20                                               | 01/05/2026   | 73.80          | 02/06/2026 | 100-414-600 General Supplies      | 126       |
| 133                                             | OFFICE DEPOT                             | 455394830001   | Office supplies for CE- Wireless mouse                           | 01/23/2026   | 17.82          | 02/06/2026 | 100-615-601 Office Supplies       | 126       |
| 133                                             | OFFICE DEPOT                             | 455395670001   | Office supplies for CE- duck tape, file box, moistener, batterie | 01/26/2026   | 228.73         | 02/06/2026 | 100-615-601 Office Supplies       | 126       |

| Vendor | Vendor Name  | Invoice Number | Description                                                       | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title         | GL Period |
|--------|--------------|----------------|-------------------------------------------------------------------|--------------|----------------|------------|------------------------------|-----------|
| 133    | OFFICE DEPOT | 455395694001   | Plastic bags for permits                                          | 01/25/2026   | 250.29         | 02/06/2026 | 100-605-601 Office Supplies  | 126       |
| 133    | OFFICE DEPOT | 455395698001   | Office supplies CE- mini mesh drawers                             | 01/26/2026   | 56.98          | 02/06/2026 | 100-615-601 Office Supplies  | 126       |
| 133    | OFFICE DEPOT | 455395704001   | Desk top unit for Code Enforcement                                | 01/31/2026   | 50.38          |            | 100-615-601 Office Supplies  | 126       |
| 133    | OFFICE DEPOT | 455926261001   | Laminator pouches                                                 | 02/02/2026   | 3.93           | 02/06/2026 | 100-417-601 Office Supplies  | 226       |
| 133    | OFFICE DEPOT | 455926261001   | CITY WIDE PAPER                                                   | 02/02/2026   | 20.64          | 02/06/2026 | 100-413-600 General Supplies | 226       |
| 133    | OFFICE DEPOT | 455926261001   | CITY WIDE PAPER                                                   | 02/02/2026   | 20.64          | 02/06/2026 | 100-610-600 General Supplies | 226       |
| 133    | OFFICE DEPOT | 455926261001   | CITY WIDE PAPER                                                   | 02/02/2026   | 20.64          | 02/06/2026 | 100-475-600 General Supplies | 226       |
| 133    | OFFICE DEPOT | 455926261001   | CITY WIDE PAPER                                                   | 02/02/2026   | 20.64          | 02/06/2026 | 100-529-600 General Supplies | 226       |
| 133    | OFFICE DEPOT | 455926261001   | Laminator pouches                                                 | 02/02/2026   | 3.93           | 02/06/2026 | 100-413-600 General Supplies | 226       |
| 133    | OFFICE DEPOT | 455926261001   | CITY WIDE PAPER                                                   | 02/02/2026   | 20.64          | 02/06/2026 | 100-418-600 General Supplies | 226       |
| 133    | OFFICE DEPOT | 455926261001   | CITY WIDE PAPER                                                   | 02/02/2026   | 20.64          | 02/06/2026 | 100-414-600 General Supplies | 226       |
| 133    | OFFICE DEPOT | 455926261001   | CITY WIDE PAPER                                                   | 02/02/2026   | 20.64          | 02/06/2026 | 510-840-601 Office Supplies  | 226       |
| 133    | OFFICE DEPOT | 455926261001   | CITY WIDE PAPER                                                   | 02/02/2026   | 20.64          | 02/06/2026 | 100-615-601 Office Supplies  | 226       |
| 133    | OFFICE DEPOT | 455926261001   | Laminator pouches                                                 | 02/02/2026   | 3.93           | 02/06/2026 | 100-529-601 Office Supplies  | 226       |
| 133    | OFFICE DEPOT | 455926261001   | CITY WIDE PAPER                                                   | 02/02/2026   | 20.64          | 02/06/2026 | 100-415-600 General Supplies | 226       |
| 133    | OFFICE DEPOT | 455926261001   | CITY WIDE PAPER                                                   | 02/02/2026   | 20.64          | 02/06/2026 | 100-525-600 General Supplies | 226       |
| 133    | OFFICE DEPOT | 455926261001   | CITY WIDE PAPER                                                   | 02/02/2026   | 20.64          | 02/06/2026 | 520-810-601 Office Supplies  | 226       |
| 133    | OFFICE DEPOT | 455926261001   | CITY WIDE PAPER                                                   | 02/02/2026   | 20.64          | 02/06/2026 | 100-419-600 General Supplies | 226       |
| 133    | OFFICE DEPOT | 455926261001   | Desk calendars and wall calendar                                  | 02/02/2026   | 32.77          | 02/06/2026 | 100-417-601 Office Supplies  | 226       |
| 133    | OFFICE DEPOT | 455926261001   | CITY WIDE PAPER                                                   | 02/02/2026   | 20.61          | 02/06/2026 | 100-575-600 General Supplies | 226       |
| 133    | OFFICE DEPOT | 455926261001   | CITY WIDE PAPER                                                   | 02/02/2026   | 20.64          | 02/06/2026 | 100-605-600 General Supplies | 226       |
| 133    | OFFICE DEPOT | 455926261001   | CITY WIDE PAPER                                                   | 02/02/2026   | 20.64          | 02/06/2026 | 100-416-600 General Supplies | 226       |
| 133    | OFFICE DEPOT | 455926261001   | CITY WIDE PAPER                                                   | 02/02/2026   | 20.64          | 02/06/2026 | 510-810-601 Office Supplies  | 226       |
| 133    | OFFICE DEPOT | 456199423001   | Credit for extra Headsets, post it notes, staplers for ENG I & II | 01/27/2026   | 23.20          | 02/06/2026 | 510-840-601 Office Supplies  | 126       |
| 133    | OFFICE DEPOT | 456199423001   | Credit for extra Headsets, post it notes, staplers for ENG I & II | 01/27/2026   | 23.20          | 02/06/2026 | 510-810-601 Office Supplies  | 126       |
| 133    | OFFICE DEPOT | 456199423001   | Credit for extra Headsets, post it notes, staplers for ENG I & II | 01/27/2026   | 46.42          | 02/06/2026 | 510-840-601 Office Supplies  | 126       |
| 133    | OFFICE DEPOT | 456951743001   | File cabinet for Beth Code Enforcement                            | 01/29/2026   | 324.99         |            | 100-615-601 Office Supplies  | 126       |
| 133    | OFFICE DEPOT | 458265525001   | CREDIT for Mouse for Tammy to use in the field with her lapto     | 02/03/2026   | 17.82          |            | 100-615-601 Office Supplies  | 226       |

Total 133:

1,356.09

**O'REILLY AUTO PARTS**

|      |                     |             |                                                               |            |        |            |                                         |     |
|------|---------------------|-------------|---------------------------------------------------------------|------------|--------|------------|-----------------------------------------|-----|
| 6230 | O'REILLY AUTO PARTS | 3599-393723 | mini lamp for W/D 1011                                        | 01/22/2026 | 4.74   | 02/06/2026 | 100-480-610 Automotive Supplies         | 126 |
| 6230 | O'REILLY AUTO PARTS | 3599-394500 | ROCKER SWITCH'S FOR NEW WD TRUCKS                             | 01/27/2026 | 55.36  | 02/06/2026 | 100-480-610 Automotive Supplies         | 126 |
| 6230 | O'REILLY AUTO PARTS | 3599-394550 | parts for fire dept.- Charge pipe                             | 01/27/2026 | 127.09 | 02/06/2026 | 100-126000 Intergovernmental Receivable | 126 |
| 6230 | O'REILLY AUTO PARTS | 3599-394935 | parts for streets truck 3019- water pump, gasket, thermostat, | 01/30/2026 | 510.50 | 02/06/2026 | 100-480-610 Automotive Supplies         | 126 |
| 6230 | O'REILLY AUTO PARTS | 3599-395606 | running bords for daltons truck                               | 02/03/2026 | 584.48 | 02/06/2026 | 100-480-610 Automotive Supplies         | 226 |
| 6230 | O'REILLY AUTO PARTS | 3599-395766 | 3019 oil cooler line return due to incorrect part             | 02/04/2026 | 226.97 | 02/06/2026 | 100-480-610 Automotive Supplies         | 226 |
| 6230 | O'REILLY AUTO PARTS | 3599-395767 | 3019 Truck timing cover gasket kit                            | 02/04/2026 | 24.51  | 02/06/2026 | 100-480-610 Automotive Supplies         | 226 |

Total 6230:

1,079.71

**PACIFIC OFFICE AUTOMATION**

|      |                           |            |           |            |        |  |                                  |     |
|------|---------------------------|------------|-----------|------------|--------|--|----------------------------------|-----|
| 8929 | PACIFIC OFFICE AUTOMATION | 7R03056-14 | Utilities | 02/05/2026 | 347.94 |  | 520-810-550 Printing and Postage | 226 |
|------|---------------------------|------------|-----------|------------|--------|--|----------------------------------|-----|

| Vendor                               | Vendor Name                   | Invoice Number | Description                          | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                | GL Period |
|--------------------------------------|-------------------------------|----------------|--------------------------------------|--------------|----------------|------------|-------------------------------------|-----------|
| 8929                                 | PACIFIC OFFICE AUTOMATION     | 7R03056-14     | FMC                                  | 02/05/2026   | 695.88         |            | 100-425-550 Printing and Postage    | 226       |
| 8929                                 | PACIFIC OFFICE AUTOMATION     | 7R03056-14     | Utilities                            | 02/05/2026   | 347.94         |            | 510-810-550 Printing and Postage    | 226       |
| 8929                                 | PACIFIC OFFICE AUTOMATION     | 7R03056-14     | City Attorney                        | 02/05/2026   | 695.88         |            | 100-414-550 Printing and Postage    | 226       |
| 8929                                 | PACIFIC OFFICE AUTOMATION     | 7R03056-14     | CMO                                  | 02/05/2026   | 347.94         |            | 100-413-550 Printing and Postage    | 226       |
| 8929                                 | PACIFIC OFFICE AUTOMATION     | 7R03056-14     | Main                                 | 02/05/2026   | 695.88         |            | 100-417-550 Printing and Postage    | 226       |
| 8929                                 | PACIFIC OFFICE AUTOMATION     | 7R03056-14     | Clerk                                | 02/05/2026   | 695.88         |            | 100-416-550 Printing and Postage    | 226       |
| 8929                                 | PACIFIC OFFICE AUTOMATION     | 7R03056-14     | HR                                   | 02/05/2026   | 347.94         |            | 100-419-550 Printing and Postage    | 226       |
| Total 8929:                          |                               |                |                                      |              | 4,175.28       |            |                                     |           |
| <b>PACIFIC STATES COMMUNICATIONS</b> |                               |                |                                      |              |                |            |                                     |           |
| 1325                                 | PACIFIC STATES COMMUNICATIONS | 510563         | Agreement HW / SW Phones Mitel 26-27 | 02/04/2026   | 9,685.00       |            | 100-418-342 Tech Services-Other     | 226       |
| Total 1325:                          |                               |                |                                      |              | 9,685.00       |            |                                     |           |
| <b>PACIFIC STORAGE COMPANY</b>       |                               |                |                                      |              |                |            |                                     |           |
| 8876                                 | PACIFIC STORAGE COMPANY       | 5299594        | Shred Services                       | 02/04/2026   | 99.00          |            | 100-416-420 Outside Services        | 226       |
| 8876                                 | PACIFIC STORAGE COMPANY       | 5299595        | Shred Bin February 2026              | 02/04/2026   | 16.50          |            | 100-425-322 Prof Serv-Other         | 226       |
| Total 8876:                          |                               |                |                                      |              | 115.50         |            |                                     |           |
| <b>PK ELECTRICAL, INC.</b>           |                               |                |                                      |              |                |            |                                     |           |
| 8719                                 | PK ELECTRICAL, INC.           | 2320708        | Camille Lift Station Generator       | 08/05/2025   | 1,260.00       | 02/06/2026 | 520-166100 Construction In Progress | 825       |
| 8719                                 | PK ELECTRICAL, INC.           | 2320709        | Camille Lift Station Generator       | 10/27/2025   | 1,440.00       | 02/06/2026 | 520-166100 Construction In Progress | 1025      |
| Total 8719:                          |                               |                |                                      |              | 2,700.00       |            |                                     |           |
| <b>PURCELL TIRE CO</b>               |                               |                |                                      |              |                |            |                                     |           |
| 38                                   | PURCELL TIRE CO               | 26178485       | tires for streets 3019               | 02/10/2026   | 891.80         |            | 100-480-610 Automotive Supplies     | 226       |
| Total 38:                            |                               |                |                                      |              | 891.80         |            |                                     |           |
| <b>QUADIENT LEASING USA, INC.</b>    |                               |                |                                      |              |                |            |                                     |           |
| 8737                                 | QUADIENT LEASING USA, INC.    | Q2167363       | UB MONTHLY LEASE                     | 01/05/2026   | 2,616.78       | 02/06/2026 | 510-810-441 Rentals                 | 126       |
| 8737                                 | QUADIENT LEASING USA, INC.    | Q2167363       | UB MONTHLY LEASE                     | 01/05/2026   | 2,616.78       | 02/06/2026 | 520-810-441 Rentals                 | 126       |
| Total 8737:                          |                               |                |                                      |              | 5,233.56       |            |                                     |           |
| <b>RENO GAZETTE JOURNAL</b>          |                               |                |                                      |              |                |            |                                     |           |
| 152                                  | RENO GAZETTE JOURNAL          | 7537628        | Bill #371 Introduced                 | 01/31/2026   | 78.84          |            | 100-416-540 Advertising             | 126       |
| 152                                  | RENO GAZETTE JOURNAL          | 7537628        | Bill #363 Introduced                 | 01/31/2026   | 133.56         |            | 100-416-540 Advertising             | 126       |
| 152                                  | RENO GAZETTE JOURNAL          | 7537628        | Bill #375 Introduced                 | 01/31/2026   | 74.28          |            | 100-416-540 Advertising             | 126       |
| 152                                  | RENO GAZETTE JOURNAL          | 7537628        | Bill #370 Adopted                    | 01/31/2026   | 97.08          |            | 100-416-540 Advertising             | 126       |
| 152                                  | RENO GAZETTE JOURNAL          | 7537628        | Bill #370 Introduced                 | 01/31/2026   | 85.68          |            | 100-416-540 Advertising             | 126       |

| Vendor                                      | Vendor Name                          | Invoice Number | Description                                                    | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                | GL Period |
|---------------------------------------------|--------------------------------------|----------------|----------------------------------------------------------------|--------------|----------------|------------|-------------------------------------|-----------|
| 152                                         | RENO GAZETTE JOURNAL                 | 7537628        | Bill #373 Introduced                                           | 01/31/2026   | 83.40          |            | 100-416-540 Advertising             | 126       |
| 152                                         | RENO GAZETTE JOURNAL                 | 7537628        | Bill #374 Introduced                                           | 01/31/2026   | 78.84          |            | 100-416-540 Advertising             | 126       |
| 152                                         | RENO GAZETTE JOURNAL                 | 7537628        | Bill #371 Adopted                                              | 01/31/2026   | 85.68          |            | 100-416-540 Advertising             | 126       |
| 152                                         | RENO GAZETTE JOURNAL                 | 7537662        | Legal ads - January 2026                                       | 01/31/2026   | 606.48         |            | 100-610-540 Advertising             | 126       |
| Total 152:                                  |                                      |                |                                                                |              | 1,323.84       |            |                                     |           |
| <b>RESOURCE CONCEPTS</b>                    |                                      |                |                                                                |              |                |            |                                     |           |
| 8602                                        | RESOURCE CONCEPTS                    | 26-0061        | Water rights services - meetings and email coordination, appli | 01/22/2026   | 3,222.50       | 02/06/2026 | 510-810-698 Water Rights Protection | 126       |
| Total 8602:                                 |                                      |                |                                                                |              | 3,222.50       |            |                                     |           |
| <b>SHAW ENGINEERING</b>                     |                                      |                |                                                                |              |                |            |                                     |           |
| 1897                                        | SHAW ENGINEERING                     | 187651         | COF 325 Industrial Drive Flow Data                             | 12/18/2025   | 320.00         | 02/06/2026 | 100-529-320 Prof Serv-Engineering   | 1225      |
| 1897                                        | SHAW ENGINEERING                     | 187661         | COF 325 Industrial Drive Flow Data                             | 12/18/2025   | 320.00         | 02/06/2026 | 100-529-320 Prof Serv-Engineering   | 1225      |
| 1897                                        | SHAW ENGINEERING                     | 187723         | COF H2 Parcel Victory Logistics Flow Data                      | 12/31/2025   | 400.00         |            | 100-529-320 Prof Serv-Engineering   | 1225      |
| Total 1897:                                 |                                      |                |                                                                |              | 1,040.00       |            |                                     |           |
| <b>SILVER STATE ANALYTICAL LABORATORIES</b> |                                      |                |                                                                |              |                |            |                                     |           |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN338462       | WWTP Samples                                                   | 01/27/2026   | 700.00         | 02/06/2026 | 520-810-423 Outside Serv-Analytical | 126       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN338491       | WWTP Samples                                                   | 01/28/2026   | 534.00         | 02/06/2026 | 520-810-423 Outside Serv-Analytical | 126       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN338645       | WWTP Priority Pollutant Sampling                               | 02/02/2026   | 1,939.00       | 02/06/2026 | 520-810-423 Outside Serv-Analytical | 226       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN338646       | WWTP Samples                                                   | 02/02/2026   | 2,912.00       | 02/06/2026 | 520-810-423 Outside Serv-Analytical | 226       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN338708       | February monthly samples                                       | 02/03/2026   | 286.00         | 02/06/2026 | 510-810-423 Outside Serv-Analytical | 226       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN338767       | Legacy trails phase 3 samples (day 1 of 2)                     | 02/04/2026   | 132.00         | 02/06/2026 | 510-810-423 Outside Serv-Analytical | 226       |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN338809       | Legacy trails phase 3 (day 2 of 2)                             | 02/05/2026   | 150.00         | 02/06/2026 | 510-810-423 Outside Serv-Analytical | 226       |
| Total 7856:                                 |                                      |                |                                                                |              | 6,653.00       |            |                                     |           |
| <b>SILVER STATE BARRICADE</b>               |                                      |                |                                                                |              |                |            |                                     |           |
| 170                                         | SILVER STATE BARRICADE               | 106855         | No dogs on grass signs                                         | 02/05/2026   | 520.00         |            | 100-575-600 General Supplies        | 226       |
| Total 170:                                  |                                      |                |                                                                |              | 520.00         |            |                                     |           |
| <b>SIPPOLA, REENA G.</b>                    |                                      |                |                                                                |              |                |            |                                     |           |
| 8878                                        | SIPPOLA, REENA G.                    | 26031          | Punjabi 25CT00985 & 25CT00587                                  | 02/02/2026   | 196.00         | 02/06/2026 | 100-425-330 Prof Serv-Interpreter   | 226       |
| Total 8878:                                 |                                      |                |                                                                |              | 196.00         |            |                                     |           |
| <b>SONEPAR MOUNTAIN HOLDINGS LLC</b>        |                                      |                |                                                                |              |                |            |                                     |           |
| 9068                                        | SONEPAR MOUNTAIN HOLDINGS LLC        | S009684627.001 | PS Chemical Metering Pump VFDs                                 | 01/27/2026   | 1,867.99       |            | 510-840-614 Shop Supplies           | 126       |

| Vendor                                | Vendor Name                           | Invoice Number | Description                                | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title               | GL Period |
|---------------------------------------|---------------------------------------|----------------|--------------------------------------------|--------------|----------------|------------|------------------------------------|-----------|
| Total 9068:                           |                                       |                |                                            |              | 1,867.99       |            |                                    |           |
| SOSU TV CORP                          |                                       |                |                                            |              |                |            |                                    |           |
| 8909                                  | SOSU TV CORP                          | WC1672         | Fernley Focus Video JAN26                  | 02/01/2026   | 1,580.00       |            | 100-413-322 Prof Serv-Other        | 226       |
| Total 8909:                           |                                       |                |                                            |              | 1,580.00       |            |                                    |           |
| SOUTHWEST GAS CORP                    |                                       |                |                                            |              |                |            |                                    |           |
| 204                                   | SOUTHWEST GAS CORP                    | 40647 JAN 26   | 910005040647 ACH                           | 01/23/2026   | 1,431.62       | 02/11/2026 | 100-417-621 Natural Gas            | 126       |
| 204                                   | SOUTHWEST GAS CORP                    | 49385 JAN 26   | 910004749385 ACH                           | 01/29/2026   | 406.20         | 02/17/2026 | 510-810-621 Natural Gas            | 126       |
| 204                                   | SOUTHWEST GAS CORP                    | 86744 JAN 26-1 | 910001086744 ACH CREDIT                    | 01/30/2026   | 239.66         | 02/18/2026 | 510-840-621 Natural Gas            | 126       |
| Total 204:                            |                                       |                |                                            |              | 1,598.16       |            |                                    |           |
| STATE COLLECTION & DISB. UNIT (SCaDU) |                                       |                |                                            |              |                |            |                                    |           |
| 176                                   | STATE COLLECTION & DISB. UNIT (SCaDU) | FEB 2026-1     | CHILD SUPPORT                              | 02/06/2026   | 319.84         | 02/06/2026 | 100-219900 OTHER PAYROLL PAYABLES  | 226       |
| Total 176:                            |                                       |                |                                            |              | 319.84         |            |                                    |           |
| U S POSTAL SERVICE                    |                                       |                |                                            |              |                |            |                                    |           |
| 7344                                  | U S POSTAL SERVICE                    | FEB 2026       | PREPAID POSTAGE FOR IN-HOUSE BILLING       | 02/01/2026   | 2,250.00       | 02/03/2026 | 510-810-550 Printing and Postage   | 226       |
| 7344                                  | U S POSTAL SERVICE                    | FEB 2026       | PREPAID POSTAGE FOR IN-HOUSE BILLING       | 02/01/2026   | 2,250.00       | 02/03/2026 | 520-810-550 Printing and Postage   | 226       |
| 7344                                  | U S POSTAL SERVICE                    | PL5.2025.1     | YEARLY PERMIT FEE FOR PL5 IN HOUSE BILLING | 02/05/2026   | 185.00         | 02/06/2026 | 510-810-642 Licenses and Permits   | 226       |
| 7344                                  | U S POSTAL SERVICE                    | PL5.2025.1     | YEARLY PERMIT FEE FOR PL5 IN HOUSE BILLING | 02/05/2026   | 185.00         | 02/06/2026 | 520-810-642 Licenses and Permits   | 226       |
| Total 7344:                           |                                       |                |                                            |              | 4,870.00       |            |                                    |           |
| ULTIMATE AIR, INC.                    |                                       |                |                                            |              |                |            |                                    |           |
| 8575                                  | ULTIMATE AIR, INC.                    | 8537           | Duct Work                                  | 02/02/2026   | 155.00         | 02/06/2026 | 100-417-424 Outside Serv-HVAC      | 226       |
| Total 8575:                           |                                       |                |                                            |              | 155.00         |            |                                    |           |
| US BANK                               |                                       |                |                                            |              |                |            |                                    |           |
| 8510                                  | US BANK                               | 3091000        | 2017 Series Bond Payment - Water Interest  | 01/29/2026   | 57,912.50      | 01/29/2026 | 510-800-860 Interest Expense       | 126       |
| 8510                                  | US BANK                               | 3091000        | 2016 Series Bond Payment - Water Interest  | 01/29/2026   | 130,275.00     | 01/29/2026 | 510-800-860 Interest Expense       | 126       |
| 8510                                  | US BANK                               | 8046328        | 2017 Series Bond Fees; Water               | 01/23/2026   | 450.00         | 02/06/2026 | 510-810-322 Prof Serv-Other        | 126       |
| Total 8510:                           |                                       |                |                                            |              | 188,637.50     |            |                                    |           |
| UTILITY DEPOSITS                      |                                       |                |                                            |              |                |            |                                    |           |
| 2202                                  | UTILITY DEPOSITS                      | 10553708       | CREDIT REFUND                              | 02/03/2026   | 135.77         | 02/06/2026 | 010-115100 Cash Clearing-Utilities | 226       |
| 2202                                  | UTILITY DEPOSITS                      | 13359710       | SEWER DEPOSIT REFUND                       | 01/22/2026   | 68.28          | 01/29/2026 | 520-228200 Customer Deposits       | 126       |
| 2202                                  | UTILITY DEPOSITS                      | 14310114       | SEWER DEPOSIT REFUND                       | 02/02/2026   | 26.26          | 02/06/2026 | 520-228200 Customer Deposits       | 226       |

| Vendor | Vendor Name      | Invoice Number | Description          | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title               | GL Period |
|--------|------------------|----------------|----------------------|--------------|----------------|------------|------------------------------------|-----------|
| 2202   | UTILITY DEPOSITS | 14312124       | SEWER DEPOSIT REFUND | 02/02/2026   | 31.46          | 02/06/2026 | 520-228200 Customer Deposits       | 226       |
| 2202   | UTILITY DEPOSITS | 15352909       | SEWER DEPOSIT REFUND | 02/02/2026   | 38.68          | 02/06/2026 | 520-228200 Customer Deposits       | 226       |
| 2202   | UTILITY DEPOSITS | 16403014       | SEWER DEPOSIT REFUND | 01/30/2026   | 80.00          | 02/06/2026 | 520-228200 Customer Deposits       | 126       |
| 2202   | UTILITY DEPOSITS | 16403014       | WATER DEPOSIT REFUND | 01/30/2026   | 62.55          | 02/06/2026 | 510-228200 Customer Deposits       | 126       |
| 2202   | UTILITY DEPOSITS | 16552612       | CREDIT REFUND        | 02/05/2026   | 250.00         |            | 010-115100 Cash Clearing-Utilities | 226       |
| 2202   | UTILITY DEPOSITS | 16588107       | CREDIT REFUND        | 02/05/2026   | 143.61         |            | 010-115100 Cash Clearing-Utilities | 226       |
| 2202   | UTILITY DEPOSITS | 16871006       | SEWER DEPOSIT REFUND | 02/01/2026   | 17.58          | 02/06/2026 | 520-228200 Customer Deposits       | 226       |
| 2202   | UTILITY DEPOSITS | 16906803       | SEWER DEPOSIT REFUND | 02/02/2026   | 26.26          | 02/06/2026 | 520-228200 Customer Deposits       | 226       |
| 2202   | UTILITY DEPOSITS | 17941506       | SEWER DEPOSIT REFUND | 01/30/2026   | 49.54          | 02/06/2026 | 520-228200 Customer Deposits       | 126       |
| 2202   | UTILITY DEPOSITS | 19841909       | CREDIT REFUND        | 01/30/2026   | 148.68         | 02/06/2026 | 010-115100 Cash Clearing-Utilities | 126       |
| 2202   | UTILITY DEPOSITS | 20738813       | SEWER DEPOSIT REFUND | 01/30/2026   | 32.98          | 02/06/2026 | 520-228200 Customer Deposits       | 126       |
| 2202   | UTILITY DEPOSITS | 21.9864.01     | CREDIT REFUND        | 02/05/2026   | 15.36          |            | 010-115100 Cash Clearing-Utilities | 226       |
| 2202   | UTILITY DEPOSITS | 21976301       | CREDIT REFUND        | 02/05/2026   | 111.65         |            | 010-115100 Cash Clearing-Utilities | 226       |
| 2202   | UTILITY DEPOSITS | 219865.01      | CREDIT REFUND        | 02/05/2026   | 115.67         |            | 010-115100 Cash Clearing-Utilities | 226       |
| 2202   | UTILITY DEPOSITS | 219872.01      | CREDIT REFUND        | 02/05/2026   | 35.46          |            | 010-115100 Cash Clearing-Utilities | 226       |
| 2202   | UTILITY DEPOSITS | 21987401       | SEWER DEPOSIT REFUND | 02/01/2026   | 80.00          | 02/06/2026 | 520-228200 Customer Deposits       | 226       |
| 2202   | UTILITY DEPOSITS | 21987401       | WATER DEPOSIT REFUND | 02/01/2026   | 60.77          | 02/06/2026 | 510-228200 Customer Deposits       | 226       |
| 2202   | UTILITY DEPOSITS | 21988101       | SEWER DEPOSIT REFUND | 02/02/2026   | 80.00          | 02/06/2026 | 520-228200 Customer Deposits       | 226       |
| 2202   | UTILITY DEPOSITS | 21988101       | WATER DEPOSIT REFUND | 02/02/2026   | 47.15          | 02/06/2026 | 510-228200 Customer Deposits       | 226       |
| 2202   | UTILITY DEPOSITS | 219882.01      | CREDIT REFUND        | 02/05/2026   | 7.32           |            | 010-115100 Cash Clearing-Utilities | 226       |
| 2202   | UTILITY DEPOSITS | 21988301       | SEWER DEPOSIT REFUND | 02/01/2026   | 80.00          | 02/06/2026 | 520-228200 Customer Deposits       | 226       |
| 2202   | UTILITY DEPOSITS | 21988301       | WATER DEPOSIT REFUND | 02/01/2026   | 50.77          | 02/06/2026 | 510-228200 Customer Deposits       | 226       |
| 2202   | UTILITY DEPOSITS | 219886.01      | CREDIT REFUND        | 02/05/2026   | 115.67         |            | 010-115100 Cash Clearing-Utilities | 226       |
| 2202   | UTILITY DEPOSITS | 21989301       | WATER DEPOSIT REFUND | 01/26/2026   | 61.06          | 02/06/2026 | 510-228200 Customer Deposits       | 126       |
| 2202   | UTILITY DEPOSITS | 21989301       | SEWER DEPOSIT REFUND | 01/26/2026   | 80.00          | 02/06/2026 | 520-228200 Customer Deposits       | 126       |
| 2202   | UTILITY DEPOSITS | 30770824       | WATER DEPOSIT REFUND | 02/06/2026   | 1,483.84       |            | 510-228200 Customer Deposits       | 226       |
| 2202   | UTILITY DEPOSITS | 7324503        | CREDIT REFUND        | 02/04/2026   | 37.82          | 02/06/2026 | 010-115100 Cash Clearing-Utilities | 226       |
| 2202   | UTILITY DEPOSITS | 7489605        | CREDIT REFUND        | 02/05/2026   | 108.05         |            | 010-115100 Cash Clearing-Utilities | 226       |
| 2202   | UTILITY DEPOSITS | 7732314        | SEWER DEPOSIT REFUND | 01/30/2026   | 53.53          | 02/06/2026 | 520-228200 Customer Deposits       | 126       |
| 2202   | UTILITY DEPOSITS | 9152510        | WATER DEPOSIT REFUND | 02/02/2026   | 25.89          | 02/06/2026 | 510-228200 Customer Deposits       | 226       |

Total 2202:

3,761.66

**VANDERHEIDEN, JACOB RAY**

|      |                         |       |                             |            |       |  |                             |     |
|------|-------------------------|-------|-----------------------------|------------|-------|--|-----------------------------|-----|
| 9027 | VANDERHEIDEN, JACOB RAY | 11426 | PLANNING COMMISSION STIPEND | 01/14/2026 | 80.00 |  | 100-610-322 Prof Serv-Other | 126 |
|------|-------------------------|-------|-----------------------------|------------|-------|--|-----------------------------|-----|

Total 9027:

80.00

**VOYA FINANCIAL**

|      |                |            |                            |            |          |            |                        |     |
|------|----------------|------------|----------------------------|------------|----------|------------|------------------------|-----|
| 8591 | VOYA FINANCIAL | FEB 2026-1 | DEFERRED COMPENSATION, 457 | 02/06/2026 | 4,612.30 | 02/06/2026 | 100-215000 457 PAYABLE | 226 |
| 8591 | VOYA FINANCIAL | FEB 2026-1 | ROTH IRA                   | 02/06/2026 | 240.00   | 02/06/2026 | 100-215000 457 PAYABLE | 226 |

Total 8591:

4,852.30

| Vendor                                | Vendor Name                    | Invoice Number | Description                           | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title               | GL Period |
|---------------------------------------|--------------------------------|----------------|---------------------------------------|--------------|----------------|------------|------------------------------------|-----------|
| <b>WAGNER, CODY</b>                   |                                |                |                                       |              |                |            |                                    |           |
| 9013                                  | WAGNER, CODY                   | 11426          | PLANNING COMMISSION STIPEND           | 01/14/2026   | 80.00          |            | 100-610-322 Prof Serv-Other        | 126       |
| Total 9013:                           |                                |                |                                       |              | 80.00          |            |                                    |           |
| <b>WALKER'S OFFICE SUPPLIES, INC</b>  |                                |                |                                       |              |                |            |                                    |           |
| 9112                                  | WALKER'S OFFICE SUPPLIES, INC  | 2367387-0      | Marshals Desk                         | 01/13/2026   | 2,607.00       |            | 210-425-743 Furniture and Fixtures | 126       |
| Total 9112:                           |                                |                |                                       |              | 2,607.00       |            |                                    |           |
| <b>WASTE MANAGEMENT</b>               |                                |                |                                       |              |                |            |                                    |           |
| 447                                   | WASTE MANAGEMENT               | 25001 FEB 26   | 6-82646-25001                         | 02/02/2026   | 1,709.12       | 02/06/2026 | 100-475-412 Utility Serv-Refuse    | 226       |
| 447                                   | WASTE MANAGEMENT               | 33001 FEB 26   | 11-60772-33001                        | 02/04/2026   | 154.96         |            | 100-417-412 Utility Serv-Refuse    | 226       |
| 447                                   | WASTE MANAGEMENT               | 33005 FEB 26   | 11-60745-33005                        | 02/04/2026   | 41.15          | 02/06/2026 | 510-840-412 Utility Serv-Refuse    | 226       |
| 447                                   | WASTE MANAGEMENT               | 33009 FEB 26   | 11-60774-33009                        | 02/04/2026   | 126.79         | 02/06/2026 | 510-810-412 Utility Serv-Refuse    | 226       |
| 447                                   | WASTE MANAGEMENT               | 43003 FEB 26   | 11-60760-43003                        | 02/04/2026   | 63.41          | 02/06/2026 | 520-810-412 Utility Serv-Refuse    | 226       |
| 447                                   | WASTE MANAGEMENT               | 65007 FEB 26   | 6-82641-65007                         | 02/02/2026   | 151.32         | 02/06/2026 | 100-575-412 Utility Serv-Refuse    | 226       |
| Total 447:                            |                                |                |                                       |              | 2,246.75       |            |                                    |           |
| <b>WEDCO</b>                          |                                |                |                                       |              |                |            |                                    |           |
| 3350                                  | WEDCO                          | S100207584.001 | Amp displays for multiple pump houses | 01/28/2026   | 3,546.79       | 02/06/2026 | 510-810-614 Shop Supplies          | 126       |
| 3350                                  | WEDCO                          | S100222825.001 | PS basin mixer motors                 | 02/05/2026   | 850.38         |            | 510-840-614 Shop Supplies          | 226       |
| Total 3350:                           |                                |                |                                       |              | 4,397.17       |            |                                    |           |
| <b>WESTERN INDUSTRIAL PARTS, INC.</b> |                                |                |                                       |              |                |            |                                    |           |
| 8571                                  | WESTERN INDUSTRIAL PARTS, INC. | 2601-148203    | SHOP SUPPLIES- Washers & Cap screws   | 01/29/2026   | 74.52          | 02/06/2026 | 100-480-610 Automotive Supplies    | 126       |
| Total 8571:                           |                                |                |                                       |              | 74.52          |            |                                    |           |
| <b>WESTERN NEVADA SUPPLY CO.</b>      |                                |                |                                       |              |                |            |                                    |           |
| 195                                   | WESTERN NEVADA SUPPLY CO.      | 12115571       | PS gaskets for chemical building      | 02/05/2026   | 473.04         |            | 510-840-614 Shop Supplies          | 226       |
| 195                                   | WESTERN NEVADA SUPPLY CO.      | 12118496       | bin stock                             | 02/06/2026   | 1,168.07       |            | 510-810-613 Meter Service Supplies | 226       |
| Total 195:                            |                                |                |                                       |              | 1,641.11       |            |                                    |           |
| <b>WHITE CAP, L.P.</b>                |                                |                |                                       |              |                |            |                                    |           |
| 8852                                  | WHITE CAP, L.P.                | 50035272003    | Caution Tape                          | 02/04/2026   | 23.82          | 02/06/2026 | 100-575-600 General Supplies       | 226       |
| 8852                                  | WHITE CAP, L.P.                | 50035272003    | Builders Level                        | 02/04/2026   | 436.90         | 02/06/2026 | 100-575-605 Minor Equipment        | 226       |
| Total 8852:                           |                                |                |                                       |              | 460.72         |            |                                    |           |

| Vendor                     | Vendor Name         | Invoice Number | Description                        | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title         | GL Period |
|----------------------------|---------------------|----------------|------------------------------------|--------------|----------------|------------|------------------------------|-----------|
| <b>XPRESS BILL PAY LLC</b> |                     |                |                                    |              |                |            |                              |           |
| 2468                       | XPRESS BILL PAY LLC | 1/2026         | CREDIT CARD PROCESSING FEES- WATER | 01/31/2026   | 2,913.78       | 02/05/2026 | 510-810-609 Credit Card Fees | 126       |
| 2468                       | XPRESS BILL PAY LLC | 1/2026         | CREDIT CARD PROCESSING FEES- SEWER | 01/31/2026   | 2,913.78       | 02/05/2026 | 520-810-609 Credit Card Fees | 126       |
| Total 2468:                |                     |                |                                    |              | 5,827.56       |            |                              |           |
| Grand Totals:              |                     |                |                                    |              | 3,558,976.60   |            |                              |           |

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Treasurer: \_\_\_\_\_

## Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {&lt;&gt;} 2201

## Report Criteria:

License.Status = "Active"

Business.Origination date = 1/29/2026-02/09/2026

| Business Name                         | DBA                 | Name               | Location                   | City           | State | Zip   | Business Tel | Description             | Occupation |
|---------------------------------------|---------------------|--------------------|----------------------------|----------------|-------|-------|--------------|-------------------------|------------|
| Priest Companies LLC                  | BC Treasures        | None               | 11480 Deodar Way           | Reno           | NV    | 89506 | 775-772-4823 | Dental Office/ Services |            |
| The Collective Edit                   |                     | Nicole Paul        | 685 Warren Way             | Fernley        | NV    | 89408 | 775-815-0924 | Wholesale and/or Reta   |            |
| Nason's Scanning Service, LLC         |                     | Thomas Nason       | 1187 Rancho Mirage Drive   | Sparks         | NV    | 89436 | 775-229-6233 | Business Specific Prof  |            |
| Arcadis U.S., Inc.                    |                     | Arcadis North Amer | 630 Plaza Drive, Suite 200 | Highland Ranch | CO    | 80129 | 720-344-3727 | Contractor              |            |
| Silver State Patio Covers             |                     | Addan Santiago Ga  | 6540 Flower Street         | Reno           | NV    | 89506 | 775-240-8933 | Contractor              |            |
| Insite Telecom LLC                    |                     | John Reider        | 500 W Blueridge Ave        | Orange         | CA    | 92865 | 916-412-3432 | Contractor              |            |
| VQZ Electric LLC                      |                     | Edgar Vazquez      | 4718 Chromium Way          | Sparks         | NV    | 89436 | 775-343-6377 | Contractor              |            |
| Western Tools LLC                     |                     | Marc Johnson       | 714 Hallow Pointe Drive    | Sparks         | NV    | 89441 | 775-475-6670 | Wholesale and/or Reta   |            |
| Tri-State Communications, Inc.        |                     | Shane Fox          | 20452 Pickford Way         | Redding        | CA    | 96002 | 530-772-4056 | Telecommunication Sa    |            |
| Cemex Construction Materials Pacific, |                     | Cemex Inc          | 17127 Inland Port Drive    | Fernley        | NV    | 89408 | 561-803-6125 | Delivery Service        |            |
| Jerome Niemi                          | Sharp Bryte Digital | Jerome Niemi       | 225 Johnson Lane           | Fernley        | NV    | 89407 | 775-835-1603 | Wholesale and/or Reta   |            |
| Grand Totals:                         |                     |                    |                            |                |       |       |              |                         |            |
|                                       |                     |                    |                            |                |       |       |              |                         | 11         |

## Report Criteria:

License.Status = "Active"

Business.Origination date = 1/29/2026-02/09/2026



# **City of Fernley**

## **Staff Travel – Approval and Reimbursement Policy**

### **AUTHORITY**

The Office of the City Treasurer is responsible for the administration of this policy.

### **PURPOSE**

The adoption of this policy establishes procedures and provides guidance regarding staff travel, to include approval of per diem and mileage reimbursement.

### **DEFINITIONS**

1. Per Diem – The allowance for a staff member's daily expenses for food and lodging.
2. Travel Day – The day of travel needed to reach and/or leave the destination, regardless of whether or not the conference or event begins on the same day as the travel.
3. Non-standard CONUS – Areas frequently traveled to and are regularly reviewed by the U.S. GSA.
4. Standard CONUS – Location less frequently traveled.
5. Out of City Travel – Approved travel that is 60 miles or more away from the regular assigned work location.
6. In City Travel – Travel which is necessary in the daily administration of City business that is 60 miles or less away from the regular assigned work location.

### **POLICY**

1. The City recognizes that staff may need to travel in connection with their official duties. The following are generally considered to be appropriate reasons for requesting reimbursement of staff travel expenses:
  - a. The professional activity will be of direct value to the City and/or the individual's job responsibilities
  - b. Expenditures are related to a professional growth opportunity that will be directly beneficial to the City in performance of the employee's assigned duties
  - c. Representation at a nation, regional, or local conference will result in a direct benefit to the City
  - d. Staff are requested by the Governor of the State of Nevada, or another official to attend a meeting or other professional activity
2. General Provisions
  - a. Staff travel, including mileage reimbursement, is subject to the approval of the appropriate department head, or other budgetary authority and the availability of funds within the department.

- b. Staff are encouraged to utilize the least expensive travel method available, including the use of City fleet vehicles.
  - c. An employee who incurs charges for travel using City funds and fails to complete the travel or receive a refund or credit of all charges may be required to reimburse the City for the lost costs. City management will review the reason the travel was not complete and determine if the employee or City will bear the lost costs.
  - d. Travel expenses, including lodging, registration fees and transportation should be charged using the City's purchasing card whenever possible.
  - e. Travel reimbursements will comply with the United States General Services Administration (GSA) per diem rates, or the Internal Revenue Service (IRS), unless otherwise noted.
3. Out of City Travel
- a. Out of City travel occurs when an employee travels to a meeting, workshop, conference, or other activity held more than 60 miles outside of the employee's regular assigned work location. All Out of City travel must be requested and approved in advance of the travel.
  - b. Per Diem Reimbursement
    - i. Employees shall be reimbursed for actual expenses incurred for parking, and commercial transportation costs. Reimbursements will not be made without receipts showing the actual costs incurred.
    - ii. Other miscellaneous related expenses: hotel or airline internet services, computers, conference room rentals will only be reimbursed when required for business purposes during travel. Receipts showing the actual costs are required.
    - iii. Requests for reimbursements of other items not covered in this document must include an original receipt and an explanation of the expense.
  - c. Meals
    - i. On travel days, meals shall be reimbursed at 75% of the full day GSA rate, regardless of any other circumstances.
    - ii. If a meal is provided as part of a conference on a conference day, including continental breakfast, the employee shall not be reimbursed for the meal.
    - iii. Meals during travel may not be charged to the City purchasing card. Meals will be reimbursed after return from the travel. Receipts are not required for reimbursement of meals.
    - iv. Amounts in excess of the GSA rates will not be reimbursed.
    - v. A copy of the GSA rate for the travel location, as well as a copy of the conference agenda, must be attached to the request for reimbursement. The reimbursable amount for eligible meals is the rate listed in the category M&IE, minus the \$5 incidental amount listed, the City will not reimburse incidental expenses.
  - d. Transportation

- i. Allowance for travel outside of the City shall not exceed the cost of commercial transportation, if such is available. If no commercial transportation is available, City fleet vehicles shall be used.
  - ii. Airfare
    - 1. Allowable airfare charges are the ticket cost and baggage as follows:
      - a. For trips of 5 or fewer nights, one checked bag
      - b. For trips of more than 5 nights, two checked bags
      - c. If transportation of event materials or equipment necessitates additional checked baggage, supervisor approval must be obtained and the costs will be covered by the City.
    - 2. Booking agent fees, early-bird check in fees, extra/overweight baggage fees, choice/premium or changed seating fees, flight insurance, and fees for flight changes for personal reasons are the responsibility of the individual and may not be charged to the City.
    - 3. Airline tickets purchased with the City purchasing card or reimbursed by the City may not include any personal legs of travel.
  - iii. Personal Vehicle
    - 1. Employees may occasionally utilize their own vehicle for travel outside of the City related to professional responsibilities and the administration of City business.
    - 2. Reimbursement for the use of a personal vehicle shall be at one-half the mileage rate established by the Internal Revenue Service and in effect at the time of use.
- e. Lodging
- i. Allowable hotel expenses are subject to applicable U.S. GSA rates and include the cost of room and taxes. GSA rates are posted at [www.gsa.gov](http://www.gsa.gov).
  - ii. Exceptions to the standard lodging rate may be approved by the funding department, department head if:
    - 1. Lodging is procured at a prearranged place such as a hotel where the meeting, conference or training session is held
    - 2. Costs have escalated because of special events, lodging within prescribed allowance cannot be obtained nearby, and costs to commute to/from the nearby location exceed the cost savings from occupying less expensive lodging. Staff may be requested to provide documentation showing the cost savings.
  - iii. If an exception is considered, the rate of reimbursement may not exceed:
    - 1. For in-state travel: 150% of the standard continental U.S. (CONUS) federal per diem rate for non-standard in-state sites.
    - 2. For out-of-state travel: 175% of the federal per diem rate for standard out-of-state sites (amount will vary) or; 300% of the standard CONUS federal per diem rate for non-standard out-of-state sites.

- iv. Any personal or incidental charges must be paid by the employee prior to check out with cash, check or personal credit card.
  - 1. Incidentals include, but are not limited to: room service, mini bar, in-room calls or movies.
    - a. Any incidentals charged to the City purchasing card must be promptly reimbursed to the City.

#### 4. In City Travel

- a. Per diem will not be paid to an employee for in city travel except under the following conditions:
  - i. The employee is directed by the City to travel more than 60 miles one way from the regular assigned work location.
  - ii. The City directed travel requires the employee to work more than a full-time workday on the day on which travel takes place.
  - iii. If both of these conditions are met, meal costs may be reimbursed in the same amounts as out of city travel.
- b. Personal vehicle
  - i. Reimbursement for the use of a personal vehicle shall be at the mileage rate established by the Internal Revenue Service and in effect at the time of use.
  - ii. Mileage claims shall be submitted monthly.
  - iii. When practical and available, a City vehicle will be utilized to minimize mileage expenses.
- iv. Unacceptable Mileage Expenses
  - 1. Commute Travel
    - a. Mileage reimbursement may not be requested for travel between home and the regular or main place of work.
  - 2. Personal Travel
    - a. Mileage reimbursement may not be requested for travel to personal functions during the work day.

#### 5. Payment for Travel and Per Diem by Other Agencies

- a. A staff member may have travel and per diem expenses paid by an external governmental agency or other professional association when the employee is attending as a representative of, or acting in the interest of, the City.
- b. The City will not pay reimbursement for travel or per diem expenses if the individual is receiving reimbursement from an external agency (state, federal, foundation or private).
- c. If the employee receives the same or a portion of the same reimbursement from such other agency, the individual shall return to the City that portion of the reimbursement which is paid by the other agency. Under no circumstances shall an employee receive payments from both the City and the outside entity.
- d. Transportation, lodging, and/or other expenses may be initially charged to the City. However, all such expenditures must be repaid to the City immediately upon receipt

of repayment from the outside source. Preferably, such repayment should be made payable to the City.

- e. No employee shall receive travel or per diem from any individual, company, or organization who has done, or is attempting to do, business with the City unless the sole purpose of the trip involves out-of-City training related to the service or operation of City equipment which, for the convenience of the supplier and the City, is conducted at an educational center maintained by the supplier at a location other than a City facility. If such travel is in the City's interest but is not for training in the use of goods or services already procured, the expense, upon proper authorization, shall be paid by the City.

DRAFT



# City of Fernley Uniform Policy

## AUTHORITY

The office of the City Manager is responsible for the administration of this policy.

## PURPOSE

This policy provides clear, practical dress guidelines that support a professional appearance, public recognition, safety, and employee comfort. The City does not require full uniforms for most positions and instead offers flexibility through a dress code supported by City-branded apparel and job-appropriate footwear.

This policy applies to City employees whose positions involve office-based work, field work, or a combination of both. Sworn law enforcement and positions with specialized uniform or safety requirements follow separate policies.

## DEFINITIONS

1. N/A

## POLICY

1. The City recognizes that different roles have different attire and safety needs. This policy is designed to be reasonable, inclusive, and easy to follow, while ensuring employees are dressed appropriately for their work environment.
2. City branded apparel allowance
  - a. Annual shirt allowance
    - i. Eligible employees may purchase up to three (3) City-branded shirts per year, with a maximum allowance or reimbursement of \$150 annually.
      1. Employees are eligible for the annual allowance after they have successfully completed 6 months of employment.
    - ii. The allowance renews once per fiscal year.
    - iii. Unused funds do not carry over.
  - b. Approved apparel
    - i. City-branded shirts must be purchased through an approved vendor or ordering process.
    - ii. Approved styles may include polo shirts, or button-down shirts.
    - iii. City-branded shirts are intended for wear during work hours or City-related activities.
  - c. Ownership

- i. City-branded shirts purchased through this program are the property of the employee.
- 3. Dress code guidelines by work assignment
  - a. Office staff
    - i. Office Staff includes employees whose primary duties are performed indoors or in an administrative setting.
    - ii. Expected attire
      - 1. Business casual or professional casual clothing
      - 2. City-branded shirts (optional unless otherwise required)
      - 3. Slacks, khakis, skirts, or dresses of appropriate length
      - 4. Clean, professional footwear
    - iii. Not typically appropriate
      - 1. Torn, excessively worn, or revealing clothing
      - 2. Clothing with offensive or inappropriate language or images
      - 3. Athletic wear, beachwear, or sleepwear
  - b. Field staff
    - i. Field Staff includes employees who regularly perform duties outdoors, at job sites, or in operational environments.
    - ii. Expected attire
      - 1. City-branded shirts are strongly encouraged and may be required by the department
      - 2. Durable, job-appropriate pants or shorts
      - 3. Safety footwear or sturdy work shoes appropriate to job duties
      - 4. Weather-appropriate outerwear
      - 5. Required personal protective equipment (PPE)
    - iii. Not typically appropriate
      - 1. Clothing that restricts movement or creates a safety hazard
      - 2. Loose, damaged, or excessively worn clothing
      - 3. Footwear that does not provide adequate protection or support
    - iv. Individual departments may establish additional attire requirements to meet safety, visibility, or operations needs.
- 4. Footwear allowance for field staff
  - a. Eligibility
    - i. Field Staff whose job duties require safety footwear or durable work shoes are eligible for a footwear allowance.
  - b. Allowable reimbursement
    - i. The City provides a footwear reimbursement allowance for Field Staff, with the total allowable amount determined by each department based on job duties, safety requirements, and budget considerations.
    - ii. The allowance renews once per fiscal year.
  - c. Approved footwear

- i. Footwear must be appropriate for the work performed and meet any applicable safety standards (e.g., steel-toe or slip-resistant).
    - ii. Departments may establish additional footwear specifications or approved vendors.
  - d. Reimbursement process
    - i. Reimbursement requests must follow City expense reimbursement procedures.
- 5. Safety and job specific requirements
  - a. Employees must comply with all safety and PPE requirements associated with their duties.
  - b. Safety requirements take precedence over general dress guidelines.
  - c. Supervisors will help ensure employees understand and meet these requirements.
- 6. Personal appearance
  - a. Employees are expected to maintain a clean, professional appearance appropriate to their role. Accessories or grooming choices should not interfere with job duties, safety, or public interaction.
- 7. Exceptions and accommodations
  - a. The City supports reasonable accommodations for medical, religious, or disability-related needs.
  - b. Requests should be made through a supervisor or Human Resources and will be reviewed promptly and respectfully.
- 8. Enforcement of this policy
  - a. Supervisor responsibilities
    - i. Supervisors are responsible for applying this policy consistently and fairly.
    - ii. Supervisors should address dress code concerns promptly, respectfully, and privately.
  - b. Employee responsibilities
    - i. Employees are responsible for following the dress code applicable to their work assignment.
    - ii. Employees are encouraged to ask questions if expectations are unclear.
  - c. Corrective approach
    - i. The City's primary goal is compliance through communication and guidance.
    - ii. Minor or first-time concerns will typically be handled through informal discussion and education.
    - iii. Repeated or serious violations may result in corrective action in accordance with City personnel policies and any applicable collective bargaining agreements.
  - d. Safety related noncompliance
    - i. If attire or footwear presents an immediate safety concern, supervisors may require the employee to correct the issue before continuing work.



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: February 18, 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:**

510-395-910

520-395-910

**ACTION REQUESTED:** Consent

**AGENDA ITEM:**

Possible Action to Approve the Will-Serve Request from AGRU America, Inc for AGRU America Expansion for 1.21 ERC's of water and 6.45 ERC's for Sewer for Lyon County Parcel 021-251-26 located at 230 Lyon Drive, Fernley, NV 89408.

**AGENDA ITEM BRIEF:**

1. AGRU America, Inc is seeking a will-serve for the AGRU America Expansion
2. This project requires 1.21 ERC's for water and 6.45 ERC's for Sewer.

**RECOMMENDED MOTION:**

"I move to approve the Will-Serve Request from AGRU America, Inc for AGRU America Expansion for 1.21 ERC's of water and 6.45 ERC's for Sewer for Lyon County Parcel 021-251-26 located at 230 Lyon Drive, Fernley, NV 89408."

**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:**

1. AGRU America, Inc is seeking a will-serve for the AGRU America Expansion
2. This project requires 1.21 ERC's for water and 6.45 ERC's for Sewer.

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

FMC 32.09.035(g)

**FINANCIAL IMPLICATIONS:**

The water needed for this project will come from the City's inventory of banked water. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment

**ATTACHMENTS:**

1. Will-Serve Assignment AGRU
2. Will-Serve Calculation Letter AGRU
3. Will-Serve Commitment Letter AGRU
4. Will-Serve Request AGRU

APN: 021-251-26  
When Recorded mail to:  
City of Fernley  
595 Silver Lace Blvd.  
Fernley, NV 89408

**ASSIGNMENT OF BENEFICIAL INTEREST IN WATER RIGHTS BANKING AND  
DEDICATION AGREEMENT TO WILL SERVE COMMITMENT**

This Assignment of Beneficial Interest in Water Rights to Will Serve Commitments is executed this 22 day of July, 2025, by AGRU/AMERICA, INC. (hereinafter "Assignor").

1. Assignor is the holder of the beneficial interest in that certain Water Rights Dedication and Banking Agreement (hereinafter the "Banking Agreement") by and between AGRU/AMERICA, INC. and the City of Fernley executed on the 22 day of JULY, 2025.
2. Assignor desires to assign a portion of its beneficial interest in and to 1.35 acre-feet of water dedicated pursuant to the Banking Agreement to the City of Fernley in exchange for 1.21 Equivalent Residential Credits (hereinafter "ERC's") of water utility will-serve commitments for the development of the Agro America Expansion project located at 230 Lyon Drive, Fernley, NV 89408 (hereinafter the "Project").
3. Assignor acknowledges and agrees that the assignment of the beneficial interest transferred herein is for the benefit of the Project. Assignor also acknowledges and agrees that the will-serve commitments issued pursuant to this Agreement shall be an appurtenance to the parcel(s), lot(s), or portion of the Project that will receive water service under said will-serve commitment. In the event that said parcel(s), lot(s), or portion of the project is encumbered by a mortgage, deed of trust, or other similar encumbrance, Assignor agrees that said mortgage, deed of trust, or other similar encumbrance shall also encumber the will-serve commitments issued pursuant to this Agreement in the same manner and to the same extent as it encumbers the parcel(s), lot(s), or portion of the project.
4. Assignor acknowledges and agrees that by assigning its beneficial interest in the water rights under this Agreement in exchange for the will-serves commitments described in Section 2 herein, that Assignor is forever relinquishing all of its right, title, and interest in and to the beneficial interest assigned herein and that the terms of this Agreement shall, to the extent applicable, replace and supersede the terms of the Banking Agreement identified in Section 1 herein, as well as any amendments or assignments of said Banking Agreement, with respect to the assigned water rights. Assignor further acknowledges and agrees that upon execution of this Agreement it shall have no further claim, right, title, or interest in or to the beneficial interest assigned herein.

5. Assignor agrees to indemnify and hold harmless the City of Fernley from any with respect to 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.
6. Assignor hereby represents and warrants it has not sold, assigned, transferred, conveyed, hypothecated, pledged, or otherwise disposed of or encumbered the beneficial interest transferred herein, or the water right underlying said beneficial interest, except as provided in this Agreement, the Banking Agreement, or any amendments or assignments of the Banking Agreement. Assignee acknowledges and agrees that the City makes no representation or warranty as to the title of the water rights underlying the beneficial interest transferred herein, and that in the event that any claim or dispute relating to said title 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 the Banking Agreement and withhold the will-serve commitments provided for therein. 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 Assignor 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 Assignor has a beneficial interest, and that remain uncommitted to will-serve commitments, to the will-serve commitments already issued pursuant to this Agreement or the Banking Agreement.
7. This Agreement shall be governed, interpreted and construed by, through and under the laws of the State of Nevada in the district courts of Lyon County, Nevada.
8. All costs incurred by the City of Fernley in enforcing this Agreement including, without limitation, reasonable attorneys' fees through any court proceedings shall be paid by Assignee.
9. This Agreement shall inure to the benefit of and be binding upon the parties hereto as well as their successors and assigns, heirs and personal representatives.

[Signature pages follow]

ASSIGNOR.

Company Name: AGRU/AMERICA, INC.

ROBERT L. JOHNSON CEO, AAI.

Signatory Name and Title

Date: 07/22, 2025

STATE OF SC)

COUNTY OF Greenville) ss.

This instrument was acknowledged before me on the 22 day of JULY,  
2025, by Margaret Carter Floyd

Margaret Carter Floyd not 1/16/35  
NOTARY PUBLIC





## CITY OF FERNLEY Engineering Department

Water Treatment/Distribution  
Wastewater  
Streets/Storm Drain  
GIS  
Water Rights  
Development Reviews

May 20, 2025

Taylor Nielsen  
Tectonics Design Group  
730 Sandhill Road, Suite 250  
Reno, NV 89521

### RE: BP25-209 Agru America Expansion – Improvement Plan Review

Dear applicant,

The engineering department has reviewed the set of plans and engineering documentation for BP25-209 and has the following comments:

#### City of Fernley General Comments:

- 1) All fees pertaining to water and sewer connection/additional demand will need to be paid in full prior to the issuance of permit. These fees will include:
  - a. Water Connection/Additional Demand Fee:
    - i. Total Additional Calculated Equivalent Residential Connections, ERC's, of water: **1.21**
    - ii. Water Connection Fee:  $1.21 \text{ ERC} \times \$7,649/\text{ERC} = \$9,255.30$
  - b. 2-Inch Domestic Water Meter:
    - i. Meter Fee: **\$970.00**
  - c. 1-Inch Irrigation Water Meter:
    - i. Meter Fee: **\$505.00**
  - d. Sewer Connection/Additional Demand Fee:
    - i. Total Required Equivalent Residential Connections, ERC's, of sewer: **6.45**
    - ii. Sewer Connection Fee:  $6.45 \text{ ERC} \times \$5,464/\text{ERC} = \$35,242.80$
- 2) [ACTION REQUIRED] In accordance with the City's Development Code, adequate water rights shall be dedicated to the City of Fernley to serve the project. The total amount of water rights required for the **Agru America Expansion** has been calculated to be **1.35 ac-ft**. Please complete the



**THE CITY OF FERNLEY**  
***Public Works Department***  
**595 Silver Lace Blvd**  
**Fernley, NV 89408**

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: AGRU America, Inc. Development/ project or property located at 230 Lyon Drive Fernley, Nevada with 1.21 water connections and/or 6.45 sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$7,649 per unit for water and \$5,464 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-251-26

**Fernley City Council Approved Will-Serve on:**

\_\_\_\_\_  
**Public Works Director**

\_\_\_\_\_  
**Mayor – City of Fernley**

\_\_\_\_\_  
**Applicant**

\_\_\_\_\_  
**Date**

**CITY OF FERNLEY  
PUBLIC WORKS DEPARTMENT  
REQUEST FOR WILL-SERVE (S)**

Project Name: Agru America Expansion

Project Location: 230 Lyon Drive, Fernley, NV 89408

Lyon County Parcel Number: 021-251-26

Number of Services (ERC's) Requested    1.21    Water ERC    6.45    Sewer ERC

Name to appear on Will-Serve:

Agru/America, Inc.

|                                 |                                       |
|---------------------------------|---------------------------------------|
| Point of Contact Name           |                                       |
| Physical Address of Contact     | 500 GARRISON ROAD GEORGETOWN SC 29440 |
| Mailing Address of Contact      | 500 GARRISON ROAD GEORGETOWN SC 29440 |
| Phone Number & Email of Contact | 843-546-0600                          |

Brief Description of Project:

Agru America Industrial Building Expansion At 230 Lyon Drive, Fernley, NV.

Do you have water rights banked with the City? (check one) yes ☒ no ☐

If yes, what is the name on the banking agreement and amount of water right?

DLG Associates LLC → AGRU AMERICA, INC.

Will this water be used for this will serve? (check one) yes ☒ no ☐

If you answered no to any of the above, please complete a water rights application with the City of Fernley.

• July 22, 2025  
Date

Robert L. Johnson CEO, AAI.  
Signature of Applicant

**For Official Use Only:**

Water Rights Required: \_\_\_\_\_ acre/feet dedicated    Water Connection Fee: \$ \_\_\_\_\_

Sewer Connection Fee: \$ \_\_\_\_\_

In lieu of fees: \$ \_\_\_\_\_



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: February 18, 2026**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Barry Williams, Public Works Director

**FINANCIAL IMPACT:**

Yes:X

No:

**CURRENTLY BUDGETED:**

Yes:X

No:

**FUND/ACCOUNT:**

100-475-320

**ACTION REQUESTED:** Consent

**AGENDA ITEM:**

(Possible Action) to approve a contract with Lumos & Associates, Inc. for the preparation of the City of Fernley's Storm Drain Master Plan for an amount not to exceed \$156,000.

**AGENDA ITEM BRIEF:**

City Council is asked to consider approval of a professional services contract with Lumos & Associates, Inc. to update the City of Fernley Storm Drain Master Plan (SDMP). The updated SDMP will build upon the draft master plan prepared in 2022 and incorporate updated data, stormwater modeling, and an asset management framework to support long-term planning, maintenance prioritization, and capital improvement programming.

**RECOMMENDED MOTION:**

" I move to approve a Contract to Lumos & Associates Inc. for the preparation of the City of Fernley's Storm Drain Master Plan for an amount not to exceed \$156,000.

**BUSINESS IMPACT (per NRS Chapter 237):**

N/A

See attached report for background, analysis, alternatives.

**ALTERNATIVES:**

City Council could deny the contract award and provide staff with further direction.

**BACKGROUND:**

In 2022, the City completed a draft Storm Drain Master Plan to evaluate the City's stormwater system and identify drainage deficiencies. Since that time, new development, evolving City priorities, and the need for improved asset management have necessitated an update to the plan.

Lumos & Associates, Inc., the original consultant for the 2022 SDMP, has submitted a proposal dated January 27, 2026, to update and refine the master plan. The proposed scope includes targeted data collection in known problem areas, development of a stormwater asset management framework, updates to the hydrology and hydraulics model using current LiDAR data, and preparation of an updated master plan with recommended capital improvement projects.

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

NRS 338

**FINANCIAL IMPLICATIONS:**

Funding for this contract was budgeted in the General Fund.

**ATTACHMENTS:**

1. LA25.798 - Fernley SDMP Proposal\_January2026
2. SDMP Contract Lumos & Associates



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

January 27, 2026

Proposal No: LA25.798

Barry Williams  
Public Works Director  
Safety Officer  
City of Fernley, NV 89408  
(775) 784-9929  
**Via Email:** [bwilliams@cityoffernley.org](mailto:bwilliams@cityoffernley.org)

**Subject: Fernley Storm Drain Master Plan**

Dear Mr. Williams:

Lumos is pleased to provide this proposal for engineering and related services to assist the City of Fernley (City) with a targeted scope of work to prepare a Storm drain Master Plan (SDMP). This proposal serves to build on and refine the existing original SDMP project completed by Lumos in December 2022.

**Project Understanding**

In 2022, Lumos prepared a draft SDMP for the City. Following its internal distribution, a combination of new development, organizational changes, and evolving City priorities has created the need for a refreshed approach to stormwater planning with the new City priorities included as actionable items. The following scope is based on our recent discussions with City staff to provide the updates requested.

Lumos will prepare an updated SDMP that builds on the foundation of the previous document while refining its contents. We will achieve this by integrating updated data, including additional regional coordination with the Bureau of Reclamation (BOR), and developing an asset management approach to assist the City with its stormwater objectives. This version of the SDMP will provide an updated planning tool that supports advanced budgeting, helps prioritize maintenance and capital improvements, and enables the City to implement future stormwater projects efficiently. It is currently understood that City of Fernley staff find it difficult to fund maintenance tasks for drainage infrastructure.

Lumos has extensive experience and deep knowledge of the City's stormwater system and regional drainage characteristics that we will leverage to update the SDMP efficiently and with continuity. Our approach will enable us to address challenges identified in the previous draft of the SDMP, capture City-wide changes due to new developments, and align the SDMP with other Master Plan efforts the City is undertaking.

A central focus of the SDMP document will be establishing an asset management framework that provides the City with reliable information on asset conditions (See Optional Task 5), remaining useful life, and repair or replacement priorities. Recommendations will be made within the SDMP for additional data collection under an optional task. With a well-structured asset management plan, clear goals for maintenance and improvements will be established. This will provide the City with powerful tools to request funding.

Additionally, the existing hydrology and hydraulics (H&H) model will be converted within the SDMP to a more enhanced analytical engine and updated to incorporate newly available high-resolution topographic data. This conversion will incorporate an infiltration model (Green & Ampt) that represents the City's soils conditions more accurately. Coupled with the more modern topographic data, this will provide a hydraulic model that more accurately depicts runoff conditions for various storm events.

The SDMP update will deliver both immediate actionable recommendations for short-term drainage improvements and a foundation for long-term stormwater planning. Included will be specific Capital Improvement Projects (CIPs) in the two known drainage issue areas identified by the City. This approach will assist the City with strategic resourcing for stormwater projects, support coordination with regional partners such as Reclamation, and maximize the effectiveness of its stormwater system. The updated SDMP will provide a platform for the City to continue building on for effective continued stormwater system management. As a foundational step toward an evolving asset management framework, the report will also support continued system management as funding becomes available, while proposing justified solutions to the City's two most pressing drainage challenges..

### **Scope of Services**

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

#### **Task 1 – Targeted Data Collection**

Targeted field data collection will be conducted within two known problematic drainage areas as identified by the City. The first location is the Sage Street development that exhibits offsite flooding that overwhelms roadside ditches and culverts. The second location at Darren Way has ponding issues due to undersized infiltration trenches/ponds. Since only two locations are to be considered for CIPs with this proposal, Lumos would like to have more detailed topographic and hydraulic data in order to provide more accurate design and recommendations. Data collection is intended to help accurately update the H&H model (see Task 3) to understand existing conditions and issues and to model CIPs. Hydraulic data collection will include surveyed field-shots of pipe and manhole inverts and sizes, roadway crossing heights, and head/tailwater channel geometries where applicable. Project datum will be referenced to modified state plane coordinates and NAVD88 per City requirements.

Collected data will also be used for assessment of asset conditions for inclusion in a stormwater asset database (see Task 2) to determine their remaining useful life. Asset data collected will include asset type, material, age, and condition. Lumos has allowed four (4) field-days of data collection under this task. The data collection scope can be amended as needed, should additional data collection be required beyond the two focus-areas identified previously by the City.

## **Task 2 – Asset Management**

Using the collected data from Task 1, Lumos will establish an asset management framework for the City to track, maintain, and prioritize stormwater infrastructure improvements. Asset management is the foundation to effectively analyze, quantify, and budget stormwater projects to meet community and City needs. The goal is to maximize the useful life of assets and streamline budgeting and resources to achieve this.

Asset management is built on a robust database from which conditions and lifecycle costs can be documented, maintenance practices identified, and actionable activities generated. Lumos will review the City's existing stormwater GIS shapefiles for accuracy and completeness and redevelop the data into a new Geodatabase. This geodatabase will be directly linked to a user-friendly tabular database with common IDs. The tabular database will host information needed to conduct condition assessments for each asset, including size, elevations, installation date/age, condition, replacement costs, repair costs, and useful life. Lumos will use any provided data as well as data from Task 1 and Task 5 to begin populating the database. Depending on the results from Task 5, more or less of the information will be populated at the end of the project.

Asset conditions will be scored and applied to their age to estimate their Remaining Useful Life (RUL) versus their Expected Useful Life (EUL), where EUL is based on linear depreciation. Budgeted recommendations for maintenance, repair, or replacement will result from a lifecycle analysis of each asset, based on whether the action will restore the RUL to the EUL within a specific planning period. Risk will be also evaluated for each asset, to help prioritize certain actions over others. Risk will be based on RUL and the consequence of failure, qualitatively assessed from the H&H model in Task 3. The deliverable of this task will be a framework that includes tables and maps of recommended 'actions' in the SDMP, including resources and budget required, with the ability to accommodate future data collection efforts. High priority, condition-based actions will be listed in the final SDMP recommendations (completed under Task 4) in addition to hydraulic capacity driven CIPs.

## **Task 3 – Stormwater System Modeling**

Lumos will convert the existing H&H model prepared in the draft 2022 report to a model engine capable of integrating both 1D (infrastructure) and 2D (topographic) features. This conversion will be provided as a complimentary service to the City, as Lumos is driven to support the success of future stormwater projects for the region that would be afforded by this model modernization. We will also incorporate newly available high-resolution LiDAR topographic data from 2020 (published in 2023) as part of the conversion.

Following conversion, the model will be updated to reflect current existing conditions with best publicly available data, up to 2021. Additional data includes all public Victory Logistics drainage infrastructure that has been built or is planned to be built. Data collected from Task 1 (and optional Task 5) will also be incorporated into the model in target-areas to provide a robust tool to evaluate the City's drainage infrastructure and identify deficiencies.

In this model, the 5, 25, and 100-year 24-hour events will be modeled. The Green & Ampt infiltration model will be utilized to better represent the soil characteristics of the area. Parameters will be estimated utilizing the NDOT Green & Ampt Database (SSURGO) established by JE Fuller in 2020.

Existing conditions (as of 2021) and future build-out (based on current designated land uses) will be utilized to quantify urban creep and flow increases over time.

#### **Task 4 – Master Plan Report and CIPs**

A comprehensive SDMP report will be prepared under this task that builds on and refines the 2022 draft document. The SDMP will summarize the existing stormwater system including its integration with Reclamation and other regional drainage facilities, as well as summarize available and collected asset data. It will document updates to the H&H model and summarize results as they pertain to existing drainage issues. Additionally, the City has identified two locations with recurring flooding concerns that require near-term mitigation. Under this task, Lumos will work with City staff to define and evaluate potential CIPs specifically targeted at these two areas. Opinions of Probable Cost will accompany the CIPs. Recommendations will target CIPs for drainage issues in two focus areas, as well as repair or replacement of high-risk assets within a defined planning period. The intent is to provide the City with actionable projects that address the most pressing stormwater issues, while keeping the overall plan aligned with the broader focus on asset management. The updated SDMP document will help to establish a foundation for long-term stormwater planning and budgeting. Lumos has included time for one City Council meeting to present recommendations, answer questions, and assist with adoption of the final SDMP. A central focus of this task will be coordination with BOR. It is in the City's interest to abandon/acquire the existing BOR drainage network that is spiderwebbed throughout the city. Meetings will be facilitated with BOR to discuss the City's interests and produce an actionable plan that meets both parties' requirements.

#### **Task 5 – Additional Data Collection to Support Asset Management and Modeling**

This optional task is being included to provide the City with the ability to begin the process of data collection for both the Asset Management Plan and Modeling efforts in additional areas beyond the initial scope. The Asset Management Plan will be in early stages, but by beginning the process of data collection, the schedules and recommendations for maintenance can be refined and built upon. In addition to the asset management aspects of data collection, the data collected will be incorporated into the modeling to further refine its results.

Collection packages are shown as examples below (costs are estimates and will require further investigation when locations are identified):

- 10 Manhole lids - \$2,400
  - Condition of Manhole
  - Sediment accumulation
  - Depth to invert
  - Diameters of incoming and outgoing pipes
  - Geolocated Pictures
- 1000 LF of Storm Drain Pipe CCTV'd with NASSCO-certified Report - \$5,500
- 1000 LF of Channel Assessment - \$2,400
  - Hydraulic Conditions
  - Sedimentation
  - Erosion
  - Geolocated Pictures

- 20 Minor Culvert Entrances/Exits (<30" Diameter) - \$5,000
  - Sedimentation
  - Erosion
  - Condition of concrete/HDPE/PVC
  - Geolocated Pictures
- 10 Major Culvert Entrances/Exits (>30" Diameter or equivalent) - \$6,000
  - Sedimentation
  - Erosion
  - Condition of concrete/HDPE/PVC
  - Geolocated Pictures

Costs may vary based on pipe size, manhole size, condition, traffic control, sediment loading, etc. Lumos can provide more accurate estimates when locations of data collection are identified. Costs are provided to give an order of magnitude for various data collection efforts.

#### Assumptions / Exceptions

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

- Four days of field survey are allocated for the two focus-areas
- Topographic survey of existing surfaces and photogrammetry are excluded
- Asset data collection for Reclamation facilities will be limited to hydraulic information in the two focus-areas, for which it is assumed that Reclamation will provide full access.
- Billing to Task 5 will only be performed under written authorization of the City at predetermined amounts.
- Budgeting and funding recommendations will primarily focus on maintenance requirements of the existing City infrastructure.
- All proposed CIPs and budgeting and funding requirements for proposed infrastructure will be limited to the two identified focus areas.
- No FEMA modeling or permitting is included in the scope of this contract.

#### Schedule

It is anticipated that the Master Plan will take approximately 8 months to complete from notice to proceed.

## **Fees**

The tasks described in the Scope of Services will be completed for the following fees:

| <b>Task</b>  | <b>Description</b>          | <b>Fee</b>       |
|--------------|-----------------------------|------------------|
| Task 1       | Targeted Data Collection    | \$30,000         |
| Task 2       | Asset Management            | \$35,000         |
| Task 3       | Stormwater System Modeling  | \$45,000         |
| Task 4       | Master Plan Report and CIPs | \$46,000         |
| <b>Total</b> |                             | <b>\$156,000</b> |
| Task 5       | Additional Data Collection  | T&M              |

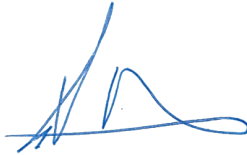
Tasks 1 through 4 will be billed as a lump sum based on percent complete, and Task 5 will be billed on a Time and Materials basis following authorization from The City. Lumos will be happy to amend this proposal as necessary to provide additional services not included in the above scope of work, or to amend the proposed services to better match the City's needs.

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

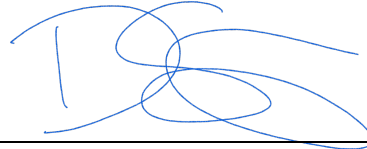
If this proposal is acceptable, please provide your contract for execution. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal.

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me if you have questions or concerns, as we would be happy to discuss them with you.

Sincerely,

A handwritten signature in blue ink, appearing to be 'IM', written above a horizontal line.

Ian Mahaffey, P.E.  
Senior Engineer

A handwritten signature in blue ink, appearing to be 'DS', written above a horizontal line.

Dan Stucky, P.E.  
Engineering Director

# CONTRACT

## A Contract for Professional Services

THIS CONTRACT is made and entered into this 5th day of January, 2026, 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, a Professional Engineering Service Provider, whose address is 950 Sandhill Road, Suite 100 ("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 and incorporated herein by this reference.

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

# CONTRACT

## A Contract for Professional Services

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

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

### 3. REQUIRED APPROVALCOMPENSATION AND TERMS OF PAYMENT:

- a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment and incorporated herein by this reference.
  - b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.
  - c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).
  - d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year.
4. **NOTICE:** All notices or other communications required or permitted to be given hereunder shall be deemed delivered: (i) when written notice is received by the party to whom it is directed, if delivered personally, or by email; or (ii) three (3) days after deposit with the United States Post Office, if mailed by certified mail, return receipt requested, postage prepaid and addressed to the party to be notified. Notices shall be addressed as follows:

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

If to Contractor:                  Lumos & Associates

# CONTRACT

## A Contract for Professional Services

950 Sandhill Road, Suite 100  
Reno NV, 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. With such suspension, the City agrees to pay Contractor the amount of compensation earned as of the effective date of the suspension.

# CONTRACT

## A Contract for Professional Services

- b. **Termination Without Cause.** The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.
- c. **Termination for Non-Appropriation.** Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.
- d. **Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:
  - i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due;

# CONTRACT

## A Contract for Professional Services

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

- e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.
- f. **Winding Up Affairs upon Termination.** If this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
  - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.
  - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
  - iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
  - v. If dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).

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

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

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## A Contract for Professional Services

9. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
10. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
11. **INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively, the "City party") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards, judgments, and any other costs or expenses, including reasonable attorney fees (collectively, "Liabilities"), which may be recovered from or sought against the City party as a result of, by reason of, or as a consequence of: (i) any act or omission, negligent or otherwise, on the part of Contractor, its officers, employees, independent contractors, sub-contractors, vendors, suppliers, consultants, or agents; or (ii) any default in the performance of any obligation of Contractor to be performed under the terms of this Contract, regardless of whether such default is an Event of Default hereunder. In no event shall the language of this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections provided by the Federal and State constitutions or by law. It is expressly agreed that Contractor shall defend the City party at Contractor's expense, by legal counsel reasonably satisfactory to the City, against the Liabilities and in the event that Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to Contractor. Contractor's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Contractor pursuant to the provisions of this Contract. Contractor's obligations under this Section 11 shall survive any termination of this Contract.
12. **INDEPENDENT CONTRACTOR:** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be

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## A Contract for Professional Services

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:

CONTACTOR NAME has entered into a contract with Owner to perform work from THE 5<sup>th</sup> DAY OF January, 2026 to THE 30<sup>th</sup> DAY OF June, 2027 and requests that an industrial insurance provider qualified and

# CONTRACT

## A Contract for Professional Services

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

City of Fernley  
595 Silver Lace Blvd  
Fernley, NV 89408

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

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b. **Professional Liability Insurance.**

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

c. **General Requirements.**

- i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
- ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 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-

# CONTRACT

## A Contract for Professional Services

insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.

- v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
  - vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.
- d. **Evidence of Insurance.** Prior to the start of any work, Contractor must provide the following documents to the City:
- i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
  - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
  - iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
  - iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to 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.

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## A Contract for Professional Services

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

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

- 14. **COMPLIANCE WITH LEGAL OBLIGATIONS:** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
- 15. **WAIVER OF BREACH:** Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other default or breach.
- 16. **SEVERABILITY:** If any portion, provision, or part of this Contract is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.
- 17. **ASSIGNMENT/DELEGATION:** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any 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,

# CONTRACT

## A Contract for Professional Services

computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.

- 19. PUBLIC RECORDS:** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential," provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
- 20. FEDERAL FUNDING:** In the event federal funds are used for payment of all or part of this Contract:
- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
  - c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as 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.)

# CONTRACT

## A Contract for Professional Services

- 21. LOBBYING:** The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency, legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
- 22. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017):** By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.
- 23. PROPER AUTHORITY:** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
- 24. GOVERNING LAW; VENUE:** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.
- 25. INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire 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

# CONTRACT

## A Contract for Professional Services

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

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

## CONTRACT

### A Contract for Professional Services

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

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# CONTRACT

## A Contract for Professional Services

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

### CITY OF FERNLEY

\_\_\_\_\_  
Mayor, City of Fernley                      Date

\_\_\_\_\_  
City Manager, City of Fernley              Date

\_\_\_\_\_  
City Clerk, City of Fernley                Date

*Approved as to form:*

\_\_\_\_\_  
City Attorney, City of Fernley            Date

*Originating Department:*

\_\_\_\_\_  
Department Head                              Date

# CONTRACT

## A Contract for Professional Services

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

CONTRACTOR

BY:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address: 3

City: C State: Zip Code:

Telephone: Fax #:

E-mail Address:

\_\_\_\_\_  
(Signature of Contractor)

DATE SIGNED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: February 18, 2026**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Lydia Altick, Acting City Manager

**FINANCIAL IMPACT:**

Yes: No: X

**CURRENTLY BUDGETED:**

Yes: X No:

**FUND/ACCOUNT:**

GL No.100-413-322

**ACTION REQUESTED:** Consent

**AGENDA ITEM:**

For Possible Action: To approve a contract with Wood Rodgers for \$79,700 (lump sum and time and materials not to exceed) for boundary surveys of the eight parcels (Phase 1) conveyed from the Bureau of Land Management (BLM) to the City of Fernley.

**AGENDA ITEM BRIEF:**

A boundary survey is needed for the eight parcels for the Phase 1 Conveyance of Federal Lands to the City of Fernley by the Land Patent recorded on June 17, 2025 as Document No. 695750, filed in the Lyon County Official Records, to plan for future uses on the parcels.

The boundary survey will establish property boundary lines and monument the major corners of the parcels, and verify whether the adjoining properties have created any boundary conflicts. Over time, BLM monumentation may have been destroyed with adjacent development.

The survey services include a Record of Survey Plat showing the boundary determinations for each subject parcel, parcel dimensions, parcel areas, record dimensions, and the character of monuments set, as well as the approximate Nevada Department of Transportation and railroad easement right-of-ways that encumber the parcels, which will be graphically depicted.

**RECOMMENDED MOTION:**

I move to enter into a contract with Wood Rodgers for \$79,700 to perform survey mapping services for eight parcels conveyed from the BLM to the City of Fernley under the 2014 National Defense Authorization Act.

**BUSINESS IMPACT (per NRS Chapter 237):**

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

**See attached report for background, analysis, alternatives.**

#### **ALTERNATIVES:**

The City Council may choose not to approve the \$79,700 contract with Wood Rodgers.

#### **BACKGROUND:**

Efforts began several years ago to have Congress work on a Federal Lands Bill to address the checkerboard of Federal Land within the City limits of Fernley.

On August 15, 2012, the Fernley City Council voted to approve Resolution 2012-10 supporting the Fernley Lands Conveyance Bill introduced by Congressman Mark Amodei.

On December 19, 2014, Congress passed the National Defense Authorization Act (H.R. 3913). This Act included Section 3009(c) titled "Conveyance to the City of Fernley, NV", commonly referred to as the Lands Bill.

On December 28, 2016, Fernley City Council approved a Memorandum of Understanding between the BLM and the City of Fernley regarding respective roles, responsibilities, conditions, and procedures for the land conveyance of approximately 9,779 acres of public lands.

On November 13, 2019, the City of Fernley entered into a contract with Wood Rodgers initially for coordination services with the Bureau of Reclamation (BOR) and BLM to facilitate and complete required baseline studies, NEPA compliance, and concept layouts for eight parcels of public lands in compliance with the Recreation and Public Purposes Act (R&PP). This would later be called Phase 1 of the Fernley Lands Conveyance.

On June 10, 2020, a Cost Reimbursement Agreement for \$21,000 was initiated between the City of Fernley and the BLM Sierra Front Field Office – NVN 093783. The Cost Reimbursement Agreement establishes procedures for reimbursing BLM for costs incurred in processing a land conveyance pursuant to the National Defense Authorization Act. Processing may include coordination, preparation, administration and approval of necessary environmental analyses, preparation of the administrative record, compliance checks, surveys, and any other necessary processing and monitoring actions consistent with the final determination.

The City of Fernley entered into a contract with Wood Rodgers initially in September 2019 for coordination services with the BOR and BLM to facilitate and complete required baseline studies, NEPA compliance, and concept layouts in compliance with the Recreation and Public Purposes Act (R&PP).

On May 30, 2023, the City of Fernley received a letter from BLM requesting an additional \$15,000 to continue processing the original eight parcels and associated Cadastral work. The City paid the requested additional funds in June 2023.

On September 16, 2024, the City of Fernley received a Cost Reimbursement Agreement from BLM dated September 10, 2024, for \$42,800 to continue processing Phase 1 for the conveyance of eight parcels to the City as part of the 2013 Fernley Lands Bill, and to fund the Cadastral survey work on Parcels 9 and 10 as needed in the conveyance process for Phase 2.

On June 6, 2025, the City of Fernley received eight patents, dated May 30, 2025, for eight parcels of land with an

aggregate total of 2,166.86 acres, referred to as Phase 1 of the Fernley Lands Conveyance. The land was conveyed to the City as part of the 2014 Lands Bill, which Congress passed (National Defense Authorization Act (H.R. 3913)). This Act included Section 3009(c) titled "Conveyance to the City of Fernley, NV".

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

Federal Land Policy and Management Act of 1976 43 U.S.C 1712,1713  
Recreation and Public Purposes Act 43 U.S.C. 869 et seq.  
NRS 268.063 NDAA of 2015, Section 3009(c)

**FINANCIAL IMPLICATIONS:**

The FY 2025-2026 budget includes funding for professional consulting services necessary for the conveyance of Federal lands to the City of Fernley.

**ATTACHMENTS:**

1. Professional Services Contract \_COF-WR\_ATT A\_20260218

# CONTRACT

## A Contract for Professional Services

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 Wood Rodgers, a professional engineering and land surveying consultant, whose address is 1361 Corporate Boulevard, Reno NV 89502.

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

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

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

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

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

### 2. **CONTRACTOR'S SERVICES:**

#### a. **Description of Services.**

##### i. **Attachments:**

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

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

# CONTRACT

## A Contract for Professional Services

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

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

### 3. REQUIRED APPROVALCOMPENSATION AND TERMS OF PAYMENT:

- a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment A and incorporated herein by this reference.
  - b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.
  - c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work, Fee Schedule, and Exhibit A Invoicing, Payment & Liability Policies).
  - d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year.
4. **NOTICE:** All notices or other communications required or permitted to be given hereunder shall be deemed delivered: (i) when written notice is received by the party to whom it is directed, if delivered personally, or by email; or (ii) three (3) days after deposit with the United States Post Office, if mailed by certified mail, return receipt requested, postage prepaid and addressed to the party to be notified. Notices shall be addressed as follows:

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

If to Contractor: \_\_\_\_\_

# CONTRACT

## A Contract for Professional Services

\_\_\_\_\_  
\_\_\_\_\_

### 5. INSPECTION & AUDIT:

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

### 6. TERMINATION OR SUSPENSION:

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

# CONTRACT

## A Contract for Professional Services

- b. **Termination Without Cause.** The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.
- c. **Termination for Non-Appropriation.** Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.
- d. **Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:
  - i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due;

# CONTRACT

## A Contract for Professional Services

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

- e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.
- f. **Winding Up Affairs upon Termination.** If this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
  - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.
  - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
  - iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
  - v. If dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).

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

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

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## A Contract for Professional Services

9. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
10. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
11. **INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively, the "City party") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards, judgments, and any other costs or expenses, including reasonable attorney fees (collectively, "Liabilities"), which may be recovered from or sought against the City party as a result of, by reason of, or as a consequence of: (i) any act or omission, negligent or otherwise, on the part of Contractor, its officers, employees, independent contractors, sub-contractors, vendors, suppliers, consultants, or agents; or (ii) any default in the performance of any obligation of Contractor to be performed under the terms of this Contract, regardless of whether such default is an Event of Default hereunder. In no event shall the language of this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections provided by the Federal and State constitutions or by law. It is expressly agreed that Contractor shall defend the City party at Contractor's expense, by legal counsel reasonably satisfactory to the City, against the Liabilities and in the event that Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to Contractor. Contractor's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Contractor pursuant to the provisions of this Contract. Contractor's obligations under this Section 11 shall survive any termination of this Contract.
12. **INDEPENDENT CONTRACTOR:** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be

# CONTRACT

## A Contract for Professional Services

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:

CONTACTOR NAME has entered into a contract with Owner to perform work from THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ to THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ and requests that an industrial insurance

# CONTRACT

## A Contract for Professional Services

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.

|     |
|-----|
| COF |
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| CTR |
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b. **Professional Liability Insurance.**

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

c. **General Requirements.**

- i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
- ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 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-

# CONTRACT

## A Contract for Professional Services

insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.

- v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
  - vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.
- d. **Evidence of Insurance.** Prior to the start of any work, Contractor must provide the following documents to the City:
- i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
  - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
  - iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
  - iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to 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.

# CONTRACT

## A Contract for Professional Services

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

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

- 14. **COMPLIANCE WITH LEGAL OBLIGATIONS:** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
- 15. **WAIVER OF BREACH:** Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other default or breach.
- 16. **SEVERABILITY:** If any portion, provision, or part of this Contract is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.
- 17. **ASSIGNMENT/DELEGATION:** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any 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,

# CONTRACT

## A Contract for Professional Services

computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.

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

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

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as 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.)

# CONTRACT

## A Contract for Professional Services

- 21. LOBBYING:** The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency, legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
- 22. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017):** By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.
- 23. PROPER AUTHORITY:** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
- 24. GOVERNING LAW; VENUE:** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.
- 25. INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire 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

# CONTRACT

## A Contract for Professional Services

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

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

## CONTRACT

### A Contract for Professional Services

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 Manager, City of Fernley              Date

\_\_\_\_\_  
City Clerk, City of Fernley                Date

*Approved as to form:*

\_\_\_\_\_  
City Attorney, City of Fernley            Date

*Originating Department:*

\_\_\_\_\_  
Department Head                              Date

## CONTRACT

### A Contract for Professional Services

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

CONTRACTOR

BY:

TITLE: Vice President

FIRM: Wood Rodgers. Inc.

BUSINESS LICENSE #: R113840A-LIC

Address: 1361 Corporate Blvd.

City: Reno State: NV Zip Code: 89512

Telephone: (775) 823-4068 Fax #: (775) 823-4066

E-mail Address: adurling@woodrogers.com

  
(Signature of Contractor)

DATE SIGNED this 5<sup>th</sup> day of FEBRUARY, 2026

(775) 823-4068



January 22, 2026

C/o Lydia Altick, AICP

Acting City Manager

**City of Fernley**

595 Silver Lace Blvd.

Fernley, NV 89408

Email: [laltick@cityoffernley.org](mailto:laltick@cityoffernley.org)

Ph: (775) 784-9869

**RE: Surveying & Mapping Services**  
**City of Fernley/BLM Conveyance Parcels**  
**Fernley, Nevada**

Dear Lydia,

Wood Rodgers, Inc. is pleased to respond to your request for surveying mapping services for eight (8) parcels conveyed from the BLM to City of Fernley by the Land Patent recorded on June 17, 2025 as Document No. 695750, filed in the Lyon County Official Records. We have provided below the scope of work, as we understand it. We have also included whether each task as outlined below will be performed on a lump sum (LS) or as time and materials not to exceed (T&M) basis.

## **1. Surveying & Mapping Services**

### **1.1. Boundary Surveys**

Wood Rodgers will utilize the above referenced BLM Land Patent to perform BLM records research of existing Mater Title Plats, Township Plats and field notes that pertain to the eight (8) subject parcels conveyed to the City of Fernley and shown on Exhibit C. Additionally, Lyon County record plats adjoining the subject parcel will be researched to assist in the establishment of boundary lines and corners of the subject parcels, and to verify if the adjoining properties have created any boundary conflicts with BLM parcel boundary monumentation. Adjoining Property corners may be utilized as best evidence of original BLM corners where original BLM monumentation has been destroyed over time with adjacent development.

Wood Rodgers will establish survey control on each of the eight (8) subject parcels to perform the boundary surveys utilizing the Nevada GPS Network Fernley GPS base station and locally published survey control from NGS or NDOT. The horizontal control shall be based on the North American Datum of 1983/1994, High Accuracy Reference Network (NAD83/94 HARN), Nevada State Plane Coordinate System, West Zone on ground coordinates.

A field boundary survey will be performed in accordance with *Nevada Revised Statutes Chapter 625* for each of the eight (8) subject parcels located in portions of Township 20 North - Range 24 East, Township 20 North - Range 25 East and Township 20 North – Range 26 East. We will search for and locate existing PLSS corner monuments that define each subject parcel corner or controlling corners that are needed to define the location if not previously monumented by the BLM. Found parcel corner monuments will be marked with 4-foot wood stakes and flagging and marked accordingly. In addition, adjoining property monumentation shown on Lyon County record plats will be searched for an tied to verify if any boundary conflicts exist, and may be utilized to assist in the re-establishment of destroyed or lost corners.

Wood Rodgers will analyze calculated and measured distances and compare the found monumentation to record maps and BLM surveys. A boundary determination will be provided and, if necessary, we will meet with the client to discuss boundary conflicts and possible courses for resolutions, which could require additional field surveys to tie PLSS corners. PLSS corners that are not found and that are common to current BLM jurisdictional land will need to be restored in accordance with *Chapter VII* of the BLM's *2009 Manual of Survey Instructions*. It is not known at this time as to how many PLSS corners directly adjoining BLM jurisdictional land may need to be restored, a contingency budget has been provided below under Task 1.4 if this scenario may arise.

### **1.2. Parcel Monumentation**

Wood Rodgers will set monuments at the major corners of the exterior boundary for the subject parcels that are not recovered with the field surveys of each parcel. Corner monuments to be set will consist of a 5/8" rebar and aluminum cap stamped with the applicable section information and the Nevada PLS of the surveyor in responsible charge. This task will be on a time and materials not to exceed (T&M) basis due to the uncertainty of the total number of monuments that may need to be reset.

### **1.3. Record of Survey Plat**

Wood Rodgers will prepare a Record of Survey to show the boundary determinations of each subject parcel, parcel dimensions, parcel areas, record dimensions and character of monuments set. The approximate locations of NDOT and railroad easement right-of-ways that encumber the parcels will be graphically depicted. BLM right-of-way reservations plotting are excluded from the scope provided herein.

### **1.4. Additional Boundary Monument Ties - Contingency Budget**

Wood Rodgers will tie additional BLM monuments as needed for the restoration of parcel corners in accordance with *Chapter VII* of the BLM's *2009 Manual of Survey Instructions*. The consultant will notify and meet with the client for review and approval prior to performing any additional work under this task.

**Cost Summary**

| Task 1.1 - Boundary Surveys |                              | Fees (LS) |
|-----------------------------|------------------------------|-----------|
| Parcel 1                    | APN 021-201-17               | \$5,900   |
| Parcel 2                    | APN 021-201-72               | \$5,900   |
| Parcel 3                    | APNs 021-171-16 & 021-181-02 | \$8,000   |
| Parcel 4                    | APN 021-041-06               | \$6,300   |
| Parcel 5                    | APN 021-601-01               | \$6,800   |
| Parcel 6                    | APN 021-601-03               | \$6,300   |
| Parcel 7                    | APN 021-301-30               | \$5,900   |
| Parcel 8                    | APN 021-392-05               | \$5,900   |
| Task 1.1 Total Fee (LS)     |                              | \$51,000  |

| Task 1.2 - Parcel Monumentation | Fee (T&M) |
|---------------------------------|-----------|
| Parcels 1 thru 8                | \$11,500  |
| Task 1.2 Total Fee (T&M)        | \$11,500  |

| Task 1.3 -Record of Survey Plat | Fee (LS) |
|---------------------------------|----------|
| Record of Survey Plat           | \$12,700 |
| Task 1.3 Total Fee (LS)         | \$12,700 |

| Task 1.4 -Additional Boundary Ties | Fee (T&M) |
|------------------------------------|-----------|
| Contingency Budget                 | \$4,500   |
| Task 1.4 Total Fee (T&M)           | \$4,500   |

**Total Estimated Proposal Fee** **\$79,700 LS & T&M**

**Special Conditions & Items Needed:**

- The client shall be responsible for preparing and providing any documents that permit the right of entry onto private and/or public property needed to facilitate the requested survey.
- Client understands that the T&M estimated costs provided herein are estimates only, that T&M identified services will be performed on a time & materials not to exceed basis, and that various line items included herein may be reduced by actual billing.
- The costs associated with reprographics and Lyon County recordation will be billed at direct costs as a reimbursable line item.
- Wood Rodgers estimates 25 - 30 business days to complete Task 1.1 Boundary Surveys, an additional 10 - 15 business days to complete Task 1.2 Parcel Monumentation, and an additional 15 – 20 business days to complete Task 1.3 Record of Survey Plat.

Exhibit "A" Wood Rodgers Invoicing, Payment & Liability Policies, and Exhibit "B", the hourly rate Fee Schedule for Time and Materials work and for Client requested changes are included as part of this contract.

Our proposal is based on knowledge of the project at its current status. The client is responsible for payment of all agency fees. Copying, Blueprinting and Reprographics will be billed at cost. Deliveries will be billed as T&M.

Thank you for the opportunity to work with you. We are confident we will provide the quality and timeliness of professional surveying services needed to make this a successful project. Should you have any questions or require additional information, please contact our office.

Sincerely,

Wood Rodgers Inc.



Kevin M. Almeter, P.L.S. 19052  
Principal | Partner

**IN AGREEMENT WITH THE ABOVE TERMS:**

City of Fernley

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
  
**WOOD RODGERS**  
**INVOICING, PAYMENT & LIABILITY POLICIES**

1. "Reimbursable expenses", including, but not limited to, mileage, blueprints, and reproduction are not included in proposal costs unless specifically identified in the scope of work. Such costs shall be billed at the stated mileage rate or vendor invoice.
2. Invoices are submitted monthly by Wood Rodgers, Inc. Client shall notify Wood Rodgers, Inc. in writing of any and all objections, if any, to an invoice within thirty (30) days of the invoice date. Otherwise, the invoice shall be deemed proper and accepted by the Client. Amounts invoiced are due and payable upon receipt. Client's account shall be considered delinquent if Wood Rodgers, Inc. does not receive full payment within forty-five (45) days after the invoice date.
3. A service charge shall be applied to delinquent accounts at the rate of 1.5% per month. Payment thereafter shall be applied first to accrued interest and then to unpaid principal. Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees, incurred by Wood Rodgers, Inc. in connection with collection of delinquent accounts of Client.
4. If a delinquency occurs, Wood Rodgers, Inc. may choose to suspend work upon ten (10) days written notice to Client. Wood Rodgers, Inc. shall recommence work once such delinquency is completely cured and any and all attendant collection costs, fees, or other amounts required to be paid by Client under this contract are paid in full. If a delinquency by Client occurs and Wood Rodgers, Inc. chooses not to suspend work, no waiver or estoppel shall be implied. Client agrees and understands that if Wood Rodgers, Inc. suspends its work pursuant to this paragraph, Wood Rodgers, Inc. shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Client, other owner of the property where such work is being performed, or any other third party, that may arise from or be related to such work suspension. Client agrees to indemnify and hold Wood Rodgers, Inc. harmless from and against any and all damages, costs, attorney's fees, and/or other expenses which Wood Rodgers, Inc. may incur as a result of any claim by any person or entity arising out of such suspension of work.
5. When non-standard billing is requested by Client, time spent by office administrative personnel in preparation of such billing shall be considered an extra cost to the project and shall be billed as such.
6. In providing services under this Agreement, Wood Rodgers, Inc. will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
7. Client and Wood Rodgers, Inc. recognize the risks, rewards, and benefits of the project and Wood Rodgers, Inc. total fee for services. The risks have been allocated such that Client and Wood Rodgers, Inc. agrees that, to the fullest extent permitted by law, the total liability of Wood Rodgers, Inc. to Client and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total aggregate liability of \$79,700. Such causes include but are not limited to Wood Rodgers, Inc. negligence, errors, omissions, strict liability, and breach of contract and breach of warranty. Wood Rodgers carries Professional Liability Insurance.
8. This agreement and the applicable Services Authorization & Agreement or Proposal/Contract constitute the entire agreement between the parties and there are no conditions, agreements or representations between the parties except as expressed in said documents. It is not the intent of the parties to this agreement to form a partnership or joint venture.
9. As part of the agreed compensation, Wood Rodgers, Inc. will perform the Research and Development associated with completion of the contract scope of services.

**EXHIBIT B**  
  
**WOOD RODGERS**  
**Fee Schedule**

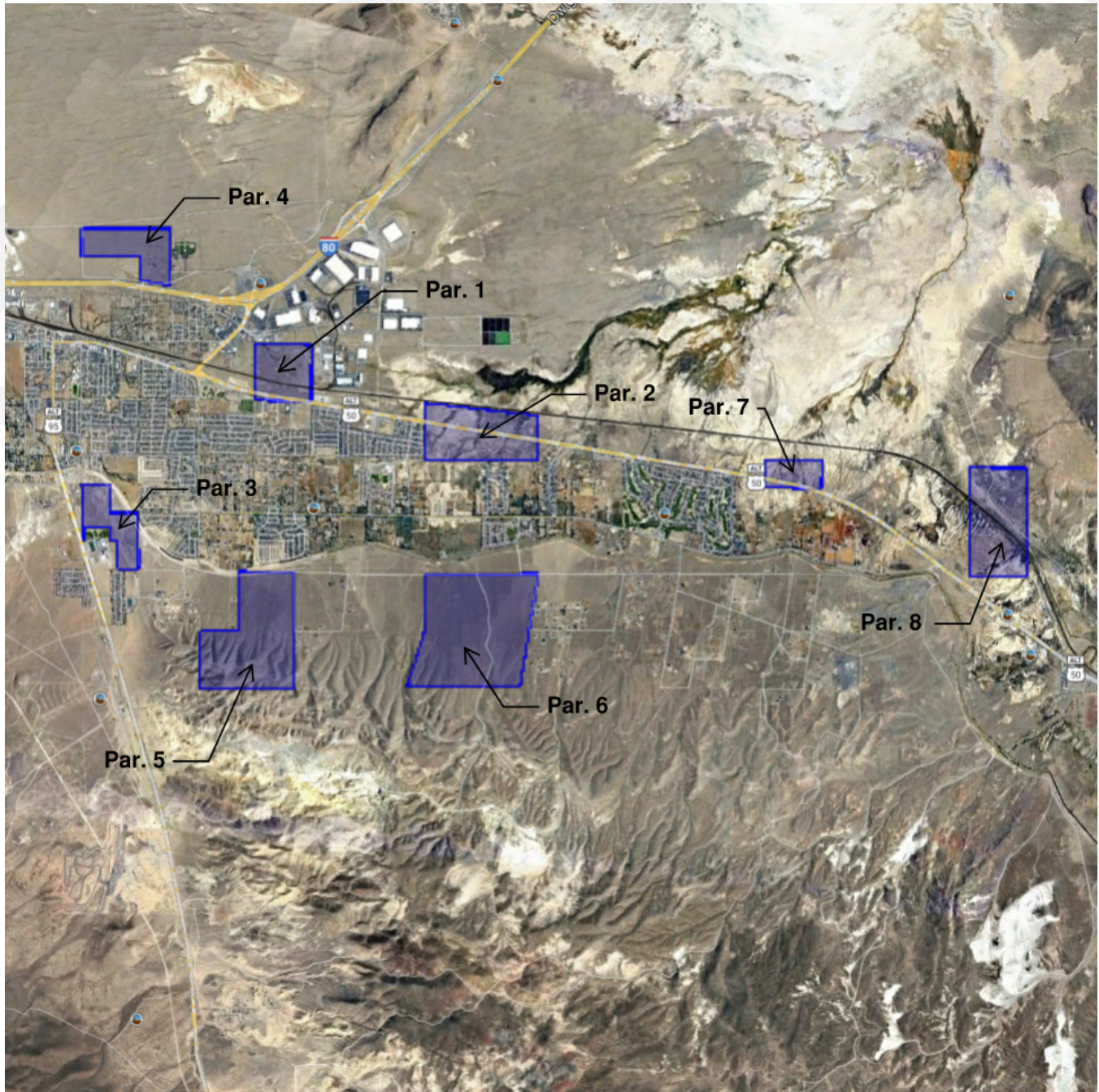
| <b>CLASSIFICATION</b>                                           | <b>STANDARD RATE</b> |
|-----------------------------------------------------------------|----------------------|
| Directing Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* | \$330                |
| Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II        | \$310                |
| Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I         | \$290                |
| Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II           | \$275                |
| Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I            | \$260                |
| Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II          | \$240                |
| Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I           | \$225                |
| Engineer/Geologist/Surveyor/Planner/GIS/LA* II                  | \$205                |
| Engineer/Geologist/Surveyor/Planner/GIS/LA* I                   | \$195                |
| Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*           | \$170                |
| Designer                                                        | \$110                |
| Senior CAD Technician/Graphics Designer II                      | \$195                |
| Senior CAD Technician/Graphics Designer I                       | \$180                |
| CAD Technician/Graphics Designer                                | \$160                |
| Project Coordinator                                             | \$165                |
| Administrative Assistant                                        | \$145                |
| 1 Person Survey Crew                                            | \$200                |
| 2 Person Survey Crew                                            | \$280                |
| 3 Person Survey Crew                                            | \$360                |
| Construction Director                                           | \$225                |
| Construction Manager                                            | \$205                |
| Senior Inspector III                                            | \$200                |
| Senior Inspector II                                             | \$170                |
| Senior Inspector I                                              | \$155                |
| Inspector II                                                    | \$150                |
| Inspector I                                                     | \$145                |
| Senior Field Technician I                                       | \$140                |
| Field Technician II                                             | \$130                |
| Field Technician I                                              | \$105                |
| Consultants, Outside Services, Materials & Direct Charges       | Cost Plus 10%        |
| Overtime Work, Expert Witness Testimony and Preparation         | Rate Plus 50%        |

\*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate when incurred.

Fee Schedule subject to change January 1, 2027.

**EXHIBIT C**  
**Vicinity Map of Parcels**





# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: February 18, 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  
Motion

**AGENDA ITEM:**

(For Possible Action) Discussion and possible action to approve Bill #376 (associated with CA25010) to amend Section 32.03.030, Section 32.07.220, Table 32.09.120-2, and Table 32.06.150 of the Fernley Development Code to allow stand-alone gaming establishments of any size without the resort hotel component.

**AGENDA ITEM BRIEF:**

The Development Code currently requires any gaming establishment with more than 16 slot machines and any number of table games to include a resort hotel component. The Code also only allows non-restricted gaming operations. These two requirements make it almost impossible for developers and/or property owners to create a new stand-alone gaming establishment similar to Pioneer Crossing or the Nugget. This Code Amendment would eliminate these barriers and bring the Development Code into closer alignment with NRS regulations on gaming establishments.

The Planning Commission voted 5 to 0 to approve on January 14, 2026. The First Reading was held at the City Council meeting on February 4, 2026.

**RECOMMENDED MOTION:**

"I move to approve Bill #376 associated with CA25010 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:**

### **ALTERNATIVES:**

"I move to deny Bill #376 associated with CA25008 because \_\_\_\_\_."

### **BACKGROUND:**

Over the past year, some developers have expressed frustration with the current resort hotel requirement for the gaming establishment (non-restrictive) use. Our current code only allows for a gaming establishment (non-restrictive) use, which is defined as a resort hotel and 16 or more slot machines, or the operation of any number of slot machines together with any game, gaming device, race book, or sports pool at one establishment.

The code as currently written is very restrictive; therefore, planning staff have decided to amend the gaming establishment definition to remove the resort hotel requirement and allow for any number of slot machines in a gaming establishment.

By amending the definition to make it less restrictive, applicants have the option to apply for a gaming establishment use which would allow for any number of slot machines together with any game, gaming device, race book, sports pool, or another accessory use such as food services or ATM at one establishment.

To establish this amended definition/use in Section 32.02.030 (Definitions), Planning staff have updated the gaming establishment definition by removing the resort hotel requirement and changing the number of slot machines allowed from 16 to any number, thus removing the non-restricted definition entirely. To ensure completeness throughout the code, staff have also removed the non-restricted text from other tables in the code including: Section 32.07.220 (Live/work dwellings), Table 32.09.120-2 (Parking Ratios), and Table 32.06.150 (Unlisted uses and use table).

Planning Commission voted 5 to 0 to have City Council approve this Code Amendment as presented by staff.

### **FINDINGS:**

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

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

The Master Plan does not specifically address Development 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 32.02.030 – Definitions

Fernley Development Code Section 32.07.220 – Live/work dwellings

Fernley Development Code Table 32.09.120-2 – Parking Ratios

Fernley Development Code Table 32.06.150 – Unlisted use and use table

**FINANCIAL IMPLICATIONS:**

N/A

**ATTACHMENTS:**

1. Original
2. Original\_redlineV1\_PC
3. Bill #376\_Final

### Section 32.02.030 – Definitions

*Gaming establishment (non-restricted).* A resort hotel as defined in NRS 463.01865 and consisting of 16 or more slot machines or operation of any number of slot machines together with any game, gaming device, race book or sports pool at one establishment. A "nonrestricted gaming operation" in existence in Fernley as of January 1, 2020, need not meet the resort hotel requirement of this section.

### Section 32.06.150 – Unlisted uses and use table

| Use Category    | Use Type                              | Additional Standards | GR20 | RR5 | RR1 | RR1/2 | SF20 | SF12 | SF9 | SF6 |
|-----------------|---------------------------------------|----------------------|------|-----|-----|-------|------|------|-----|-----|
| Animal Services |                                       |                      |      |     |     |       |      |      |     |     |
|                 | Gaming Establishment (non-restricted) |                      |      |     |     |       |      |      |     |     |
|                 |                                       |                      |      |     |     |       |      |      |     |     |
|                 |                                       |                      |      |     |     |       |      |      |     |     |
|                 |                                       |                      |      |     |     |       |      |      |     |     |
|                 |                                       |                      |      |     |     |       |      |      |     |     |

## **Section 32.07.220 – Live/work dwellings**

### *(a) Applicability.*

(1) This section applies to any live/work dwelling.

(2) A live/work dwelling may occupy a building originally designed for industrial or commercial occupancy.

### *(b) Standards.*

(1) A live-work dwelling shall include one dwelling unit, and any nonresidential use except the following (see use table):

Adult business

Alternative financial services/payday loan establishment

Animal services

Assembly uses

Auction house

Auto and truck repair (heavy)

Auto and truck repair (light)

Automated teller machine, stand alone

Autopawn

Bail bond services

Bar/lounge

Building material sales and services

Car wash

Contractor shop

Crematorium

Cultural institution

Data processing, hosting, and related services (including data centers)

Entertainment facility/theater

Gaming establishment (non-restricted)

Gas station

Health/fitness club

Hospital

Industrial services

Liquor store

Lodging/short-term rental

Manufactured home dealers

Media production

Medical marijuana dispensary

Medical marijuana production or cultivation

Medical office, clinic, or laboratory

Medical office, clinic, or laboratory (more than 50,000 square feet gross floor area)

Mining and quarrying

Mobile vendor

Nursery (commercial, retail and wholesale)

Outdoor processing

Park/open space

Production, general

Recreational facility, major

Recreational facility, minor

Restaurant

Truck stop/Travel Center

Vehicle or equipment sales and rentals

Warehousing, storage and distribution

(2) The total number of dwelling units on the subject property shall not exceed the maximum number of dwelling units permitted by the zoning district.

(3) The conversion to a live/work dwelling of a building or part of a building that was originally designed for non-residential occupancy is not subject to the requirements for off-street parking in [chapter 32.09](#) and is not subject to the open space requirements for new residential dwelling units contained in the applicable zoning district or districts. If the building is converted from an existing building designed for non-residential occupancy, existing parking spaces or open space shall be retained.

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

TABLE [32.09.120](#)-2 - Parking Ratios

| Use                                           | Parking Spaces Required                                                                                                                                 |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| See <a href="#">Chapter 32.06</a> (Use Table) | (sf = building gross floor area unless otherwise provided)                                                                                              |
| Cultural Institution                          | 1 per 400 sf                                                                                                                                            |
| Gaming establishment<br>(non restricted)      | 1 per 100 square feet of gaming floor, plus 1 per 300 sf for accessory uses such as shops, bars, restaurants, showrooms, meeting rooms, and hotel rooms |

## Section 32.02.030 – Definitions

*Gaming establishment.* ~~(non-restricted). A resort hotel as defined in NRS 463.01865 and consisting of 16 or more slot machines or~~ Operation of any number of slot machines together with any game, gaming device, race book, ~~or~~ sports pool, ~~or other accessory uses such as food services and ATM~~ at one establishment. ~~A "nonrestricted gaming operation" in existence in Fernley as of January 1, 2020, need not meet the resort hotel requirement of this section.~~

## Section 32.07.220 – Live/work dwellings

### (a) *Applicability.*

(1) This section applies to any live/work dwelling.

(2) A live/work dwelling may occupy a building originally designed for industrial or commercial occupancy.

### (b) *Standards.*

(1) A live-work dwelling shall include one dwelling unit, and any nonresidential use except the following (see use table):

Adult business

Alternative financial services/payday loan establishment

Animal services

Assembly uses

Auction house

Auto and truck repair (heavy)

Auto and truck repair (light)

Automated teller machine, stand alone

Autopawn

Bail bond services

Bar/lounge

Building material sales and services

Car wash

Contractor shop

Crematorium

Cultural institution

Data processing, hosting, and related services (including data centers)

Entertainment facility/theater

Gaming establishment (~~non-restricted~~)

Gas station

Health/fitness club

Hospital

Industrial services

Liquor store

Lodging/short-term rental

Manufactured home dealers

Media production

Medical marijuana dispensary

Medical marijuana production or cultivation

Medical office, clinic, or laboratory

Medical office, clinic, or laboratory (more than 50,000 square feet gross floor area)

Mining and quarrying

Mobile vendor

Nursery (commercial, retail and wholesale)

Outdoor processing

Park/open space

Production, general

Recreational facility, major

Recreational facility, minor

Restaurant

Truck stop/Travel Center

Vehicle or equipment sales and rentals

Warehousing, storage and distribution

(2) The total number of dwelling units on the subject property shall not exceed the maximum number of dwelling units permitted by the zoning district.

(3) The conversion to a live/work dwelling of a building or part of a building that was originally designed for non-residential occupancy is not subject to the requirements for off-street parking in [chapter 32.09](#) and is not subject to the open space requirements for new residential dwelling units contained in the applicable zoning district or districts. If the building is converted from an existing building designed for non-residential occupancy, existing parking spaces or open space shall be retained.

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

TABLE 32.09.120-2 - Parking Ratios

| Use                                           | Parking Spaces Required                                                                                                                                 |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| See <a href="#">Chapter 32.06</a> (Use Table) | (sf = building gross floor area unless otherwise provided)                                                                                              |
| Cultural Institution                          | 1 per 400 sf                                                                                                                                            |
| Gaming establishment<br>(non-restricted)      | 1 per 100 square feet of gaming floor, plus 1 per 300 sf for accessory uses such as shops, bars, restaurants, showrooms, meeting rooms, and hotel rooms |

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

Section 32.06.150 - Unlisted uses and use table

| Use<br>Categor<br>y | Use Type                                 | Addition<br>al<br>Standar<br>ds | GR<br>20 | R<br>R5 | R<br>R1 | RR<br>1/2 | SF<br>20 | SF<br>12 | SF<br>9 | SF<br>6 | MDR<br>14 | MF<br>21 | MF<br>30 | M<br>U | C<br>1 | C<br>2 | T<br>C | E<br>C | I | P<br>F |
|---------------------|------------------------------------------|---------------------------------|----------|---------|---------|-----------|----------|----------|---------|---------|-----------|----------|----------|--------|--------|--------|--------|--------|---|--------|
| Animal Services     |                                          |                                 |          |         |         |           |          |          |         |         |           |          |          |        |        |        |        |        |   |        |
|                     | Gaming Establishment<br>(non-restricted) |                                 |          |         |         |           |          |          |         |         |           |          |          | C      |        | C      | C      |        |   |        |
|                     |                                          |                                 |          |         |         |           |          |          |         |         |           |          |          |        |        |        |        |        |   |        |
|                     |                                          |                                 |          |         |         |           |          |          |         |         |           |          |          |        |        |        |        |        |   |        |
|                     |                                          |                                 |          |         |         |           |          |          |         |         |           |          |          |        |        |        |        |        |   |        |
|                     |                                          |                                 |          |         |         |           |          |          |         |         |           |          |          |        |        |        |        |        |   |        |

**BILL #376**  
**CITY OF FERNLEY**  
**ORDINANCE # \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 32.03.030, SECTION 32.07.220, TABLE 32.09.120-2, AND TABLE 32.06.150 OF THE FERNLEY DEVELOPMENT CODE TO ALLOW STAND-ALONE GAMING ESTABLISHMENTS OF ANY SIZE WITHOUT A RESORT HOTEL COMPONENT.**

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

**Section 1.** Title 32, Chapter 32.03, Section 32.03.030, Title 32, Chapter 32.07, Section 32.07.220, Title 32, Chapter 32.09, Section 32.09.120-2 Table, and Title 32, Chapter 32.06, Section 32.06.150 Table are hereby amended as follows:

**Sec. 32.03.030 – Definitions**

*Gaming establishment.* Operation of any number of slot machines together with any game, gaming device, race book, sports pool, or other accessory uses such as food services and ATM at one establishment.

**Sec. 32.07.220 – Live/work dwellings**

*(a) Applicability.*

(1) This section applies to any live/work dwelling.

(2) A live/work dwelling may occupy a building originally designed for industrial or commercial occupancy.

*(b) Standards.*

(1) A live-work dwelling shall include one dwelling unit, and any nonresidential use except the following (see use table):

Adult business

Alternative financial services/payday loan establishment

Animal services

Assembly uses

Auction house

Auto and truck repair (heavy)

Auto and truck repair (light)

Automated teller machine, stand alone

Autopawn

Bail bond services

Bar/lounge

Building material sales and services

Car wash

Contractor shop

Crematorium

Cultural institution

Data processing, hosting, and related services (including data centers)

Entertainment facility/theater

Gaming establishment

Gas station

Health/fitness club

Hospital

Industrial services

Liquor store

Lodging/short-term rental

Manufactured home dealers

Media production

Medical marijuana dispensary

Medical marijuana production or cultivation

Medical office, clinic, or laboratory

Medical office, clinic, or laboratory (more than 50,000 square feet gross floor area)

Mining and quarrying

Mobile vendor

Nursery (commercial, retail and wholesale)

Outdoor processing

Park/open space

Production, general

Recreational facility, major

Recreational facility, minor

Restaurant

Truck stop/Travel Center

Vehicle or equipment sales and rentals

Warehousing, storage and distribution

(2) The total number of dwelling units on the subject property shall not exceed the maximum number of dwelling units permitted by the zoning district.

(3) The conversion to a live/work dwelling of a building or part of a building that was originally designed for non-residential occupancy is not subject to the requirements for off-street parking in [chapter 32.09](#) and is not subject to the open space requirements for new residential dwelling units contained in the applicable zoning district or districts. If the building is converted from an existing building designed for non-residential occupancy, existing parking spaces or open space shall be retained.

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

**Section 32.09.120-2 Table – Parking Ratios**

| Use                                           | Parking Spaces Required                                                                                                                                 |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| See <a href="#">Chapter 32.06</a> (Use Table) | (sf = building gross floor area unless otherwise provided)                                                                                              |
| Cultural Institution                          | 1 per 400 sf                                                                                                                                            |
| Gaming establishment                          | 1 per 100 square feet of gaming floor, plus 1 per 300 sf for accessory uses such as shops, bars, restaurants, showrooms, meeting rooms, and hotel rooms |

**Section 32.06.150 – Unlisted uses and use table**

| Use Category    | Use Type             | Additional Standards | GR20 | RR5 | RR1 | RR 1/2 | SF20 | SF12 | SF9 | SF6 | MDR14 | MF21 | MF30 | MU | C1 | C2 | TC | EC | I | PF |
|-----------------|----------------------|----------------------|------|-----|-----|--------|------|------|-----|-----|-------|------|------|----|----|----|----|----|---|----|
| Animal Services |                      |                      |      |     |     |        |      |      |     |     |       |      |      |    |    |    |    |    |   |    |
|                 | Gaming Establishment |                      |      |     |     |        |      |      |     |     |       |      |      | 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 #376 BEING HEREBY PROPOSED on the 4th day of February, 2026.

BILL #376 BEING HEREBY PASSED, APPROVED, and ADOPTED this 18th 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: February 18, 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  
Motion

**AGENDA ITEM:**

(For Possible Action) Discussion and possible action to approve and adopt Bill #378 associated with CA25013, a request from the Planning Department to add definitions and development standards and to amend the public facility requirements pertaining to non-residential development in remote portions of the City (FMC 32.02.030, FMC 32.09.125, and FMC 32.12.010).

**AGENDA ITEM BRIEF:**

Constrained by codified requirements to connect to public water and sewer infrastructure, non-residential sites on the periphery of Fernley remain largely undeveloped and underutilized. Although potentially suitable for a range of district-appropriate uses, these properties are located too far from City infrastructure for connection to be feasible or reasonable. This code amendment seeks to add flexibility for these unserved non-residential sites by allowing connection to private facilities, or no facilities at all. Also included are adjustments to landscaping, screening, and street improvement requirements to better fit the remote locations in which affected projects will be proposed.

The changes include:

1. New definition for "unserved," identifying sites not mapped within an Area Plan and not within 1/4 mile of any City utility infrastructure,
2. New definition for "xeriscaping," as a landscaping method intended to reduce water needs,
3. A limited suite of new non-residential development standards for "unserved sites" for landscaping, screening, and street improvements, and
4. Updates to the Development Code's chapter concerning adequate public facilities allowing for private facilities under certain circumstances.

At the January 14th Planning Commission meeting, the Fernley Planning Commission unanimously recommended approval of this development code text amendment. First reading was conducted at the

February 4th City Council meeting.

**RECOMMENDED MOTION:**

“Considering the information provided by staff presentations and in the staff report, I move to approve and adopt Bill #378 associated with CA25013 adding definitions and development standards and amending public facility requirements pertaining to non-residential developments in the remote portions of the City (FMC 32.02.030, FMC 32.09.125, and FMC 32.12.010).”

**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:**

Denial

“Considering the information heard in public testimony and considering the facts of the case, I move to deny Bill 378 associated with CA25013 adding definitions and development standards and amending public facility requirements pertaining to non-residential developments because I am unable to make the following required finding(s):

*(State finding and associated rationale—repeat for each applicable finding).”*

Modification

“Considering the information provided by staff presentations and in the staff report, I move to approve and adopt Bill 378 associated with CA25013 adding definitions and development standards and amending public facility requirements pertaining to non-residential developments with the following modifications:

*(Identify modification and supporting rationale—repeat for each requested modification).”*

**BACKGROUND:**

Infrastructure development is a critical but slow component of community development. Planning, prioritization, funding, design, construction—each step takes much time and effort before results can be realized. In the City of Fernley, development interest has long outpaced the City’s expansion of public infrastructure networks including roads, water, stormwater, and sewer systems. While this condition sometimes directs development to infill sites, it also constrains growth in the community, particularly on the periphery of the developed community core, where developable land often sits vacant in wait. This development code text amendment seeks to relax public facility, screening, landscaping, and street improvement requirements in the newly defined “unserved” portions of the City—sites not within an Area Plan and not within one-quarter mile of existing infrastructure—where some non-residential uses can be compatibly sited. Uses most likely to take advantage of this amendment include those uses with low visitation and staffing levels, low utility needs, and larger spatial needs—all of which indicate appropriate siting in the more remote parts of the City.

The proposed changes include:

1. New definitions for “unserved” and “xeriscaping,”
2. A suite of new non-residential development standards for unserved sites, and

3. Updates to the Development Code's chapter concerning adequate public facilities.

**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 code amendment is consistent with the Master Plan's overall goal of orderly growth of the community, appropriate flexibility for development, and land use compatibility. Although the Master Plan's specific stipulations regarding public services for each zoning district are, in places, in conflict with these proposed changes, the community's clear need for relaxed regulations and additional flexibility in the more remote portions of the City outweigh this discrepancy. Staff also note that the City's Comprehensive Master Plan is currently undergoing an update, where this conflict will be resolved and where additional flexibility for remote sites may be incorporated and ultimately adopted.

This amendment is further supported by the following specific goals and action strategies:

LU.1.3 Provide a balanced distribution of employment and population.

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

This development code text amendment directly supports these community goals by increasing feasibility for non-residential projects on Fernley's periphery. Enhanced feasibility in the Development Code adds land previously deemed infeasible back into the City's stock of developable sites. Uses and sites that will now become feasible combinations attract new business types to the City, increasing the variety of employment opportunities within the community.

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.

The development standards proposed through this amendment seek to retain land use compatibility while reducing overall requirements on project proponents in more remote portions of the City. Screening and surfacing requirement, while necessary in denser parts of the community, are less impactful in the outskirts of Fernley. This proposed amendment acknowledges the nexus between the cost burden and positive impact of such requirements and adjusts standards in the unserved portions of the City accordingly.

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

This community goal is perhaps most directly supported by this code amendment. The City is sensitive to the timing discrepancy between development and the provision of services and facilities, particularly in the outer reaches of the community. This amendment seeks to provide short-, mid-, and potentially long-term alternatives while the City's infrastructure remains distant and inaccessible to remote properties.

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

Public notice was provided via published legal advertisement in the Reno-Gazette Journal on December 31st, 2025. A public hearing was held at the January 14th Planning Commission meeting where the Commission unanimously recommended approval of the proposed amendment. Additional legal ad was provided in early February and an additional public hearing will be held.

## **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 32.02.030 – Definitions  
FMC 32.09.125 – Non-Residential Standards for Unserved Sites (New)  
FMC 32.12.010 – Adequate Public Facilities

## **FINANCIAL IMPLICATIONS:**

None.

## **ATTACHMENTS:**

1. Exhibit 1 - Bill 378
2. Exhibit 2 - Original Code - Non-Residential Standards for Unserved Sites
3. Exhibit 3 - Amended Code - Non-Residential Standards for Unserved Sites

**BILL #378**  
**CITY OF FERNLEY**  
**ORDINANCE # \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 32, CHAPTER 2, SECTION 030 (DEFINITIONS); CHAPTER 9, SECTION 125 (NON-RESIDENTIAL STANDARDS FOR UNSERVICED SITES); AND CHAPTER 12, SECTION 10 (ADEQUATE PUBLIC FACILITIES) OF THE FERNLEY DEVELOPMENT CODE TO IMPROVE FLEXIBILITY AND FEASIBILITY FOR NON-RESIDENTIAL PROJECTS IN THE UNSERVICED PORTIONS OF 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:

*Unserviced.* Unserved sites are those sites that are not mapped within an adopted Area Plan and that are more than one quarter mile from any public utility infrastructure.

*Xeriscaping.* The process of landscaping that significantly reduces or eliminates the need for irrigation.

Title 32, Chapter 9, Section 125 is hereby added as follows:

*Purpose:* This section provides less restrictive regulations for non-residential developments in remote portions of the City where public facilities or utilities are not readily available and where adverse impacts to adjoining properties are less likely.

(a) *Applicability.* This section applies to development projects meeting all of the following locational requirements:

- 1) The site is not mapped within an adopted Area Plan, and
- 2) The site is not within ¼ mile of any public utility infrastructure.

(b) *Landscaping.*

- 1) Xeriscaping shall be provided to the approval of the Administrator. Native vegetation shall be retained to the extent practicable.

(c) *Screening.*

- 1) Opaque screening shall be provided along any street frontage and between non-residential and residential uses.
- 2) Where use standards require screen fences or masonry walls, any opaque material acceptable to the Administrator may be used.

(d) *Street Improvements.*

- 1) Streets adjoining the development boundary shall be improved to the GR20 standards per Sec. 32.09.140, Table 1.

Title 32, Chapter 12, Section 10 is hereby amended as follows:

*Purpose.* The purpose of this section is to ensure that the public infrastructure necessary to support a development project will be available concurrently with the impacts of that

development without causing the level of service at which the infrastructure is provided to fall below adopted standards.

(a) *Applicability.* These regulations shall apply to all development projects requiring installation of public facilities on-site, adjacent, or off-site to the project.

(b) *Definitions.*

TABLE 32.12.010-1 - Definitions

|                                  |                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Applicable Public Facility Plans | Adopted plans for the provision of water supply, sanitary sewer, storm drainage and flood management, transportation (streets, transit, pedestrian, bicycle), public safety (fire and law enforcement), parks, and schools that ensures necessary public facilities will be provided concurrent with the impacts from any land use entitlement for development.                        |
| Adequate Public Facilities       | Facilities which have the capacity to serve development without decreasing levels of service below the established minimum Level of Service.                                                                                                                                                                                                                                           |
| Development Project              | Any land use permit required by the city for a project action, including but not limited to building permits, subdivisions, parcel maps, planned unit developments, conditional uses, administrative reviews, zoning map amendments, and amendments to the city's comprehensive master plan which request an increase in the extent or density of development on the subject property. |
| Level of Service (LOS)           | An established minimum capacity of public facilities or services that must be provided per unit of demand or other appropriate measure of need.<br><br>Level of service standards are synonymous with locally established minimum standards.                                                                                                                                           |

(c) *General standards.*

- 1) Any subdivision of land or other development project, unless located in a GR (general rural) or RR (rural residential) zone, shall be required to connect to the city's water and wastewater systems except as otherwise provided in this section.
- 2) No development project which includes the subdivision or intensification of land shall be approved until such time as all applicable public facility plans are in place to serve the development, including a financing plan for the construction and long-term maintenance of the necessary public facilities.

- 3) Any development project application which includes the subdivision or intensification of land shall be required to submit a fiscal impact analysis to the approval of the administrator.
  - 4) Areas within the general rural land use designation shall not be subdivided or intensified until adequate public facility plans for the area have been adopted by the city council.
  - 5) Notwithstanding paragraph (1) of this subsection, any existing parcel not within 300 feet of the city's water and wastewater systems may utilize a well and/or septic system pursuant to applicable regulations and subject to all other requirements of the city's development code.
- (d) *Determination of adequate public facilities.* Prior to the approval of any development project, the administrator shall determine whether:
- 1) Adequate public facilities exist;
  - 2) Applicable public facility plans are in place to serve the development and the public facilities will be constructed concurrently with the development project;  
or
  - 3) Private facilities should be allowed pursuant to this section and based on current and future availability of public facilities in the area.

The administrator's determination of adequate public facilities shall be based on adopted levels of service and/or available capacity.

- (e) *Future development areas.* Future development areas identified in the City of Fernley Comprehensive Master Plan shall be required to have an area plan developed by the city, property owner(s), and/or developer(s) to create a unified vision for the area and cumulatively address development impacts including land use, transportation, drainage facilities, community infrastructure (water and waste water), community services (police and fire), physical constraints, conservation, and parks and open space. The existing zoning or land use shall not be intensified in any of these areas until an area plan has been approved and adopted by the City of Fernley to ensure concurrency management, and the provision of new infrastructure and city services can be provided concurrently with new development. At a minimum, an area plan shall consider the following:
- 1) Transportation and traffic.
    - a. Roadways.
    - b. Bike and pedestrian connectivity.
    - c. Future transit opportunities.
    - d. Park and ride lots.
  - 2) Land use and zoning.
  - 3) Development standards.
  - 4) Flooding and regional drainage facilities.

- 5) Community infrastructure.
  - a. Water.
  - b. Wastewater.
  - c. Reclaimed water.
- 6) Community services.
  - a. Police.
  - b. Fire.
  - c. Schools.
- 7) Parks and open space.
- 8) Fiscal impacts to the city.
- 9) Funding and financing for public infrastructure.

- 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 4th day of February, 2026.

BILL #364 BEING HEREBY PASSED, APPROVED, and ADOPTED this 18th 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: \_\_\_\_\_  
Kim Swanson, City Clerk

Date: \_\_\_\_\_

**Sec. 32.12.010. - Adequate public facilities required.**

*Purpose.* The purpose of this section is to ensure that the public infrastructure necessary to support a development project will be available concurrently with the impacts of that development without causing the level of service at which the infrastructure is provided to fall below adopted standards.

(a) *Applicability.* These regulations shall apply to all development projects requiring installation of public facilities on-site, adjacent, or off-site to the project.

(b) *Definitions.*

TABLE 32.12.010-1 - Definitions

|                                  |                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Applicable Public Facility Plans | Adopted plans for the provision of water supply, sanitary sewer, storm drainage and flood management, transportation (streets, transit, pedestrian, bicycle), public safety (fire and law enforcement), parks, and schools that ensures necessary public facilities will be provided concurrent with the impacts from any land use entitlement for development.                        |
| Adequate Public Facilities       | Facilities which have the capacity to serve development without decreasing levels of service below the established minimum Level of Service.                                                                                                                                                                                                                                           |
| Development Project              | Any land use permit required by the city for a project action, including but not limited to building permits, subdivisions, parcel maps, planned unit developments, conditional uses, administrative reviews, zoning map amendments, and amendments to the city's comprehensive master plan which request an increase in the extent or density of development on the subject property. |
| Level of Service (LOS)           | <p>An established minimum capacity of public facilities or services that must be provided per unit of demand or other appropriate measure of need.</p> <p>Level of service standards are synonymous with locally established minimum standards.</p>                                                                                                                                    |

(c) *General standards.*

- 1) Except on parcels zoned GR (general rural) and RR (residential - rural), any subdivision of land or other development project shall be required to connect to the city's water and wastewater systems.
- 2) No development project which includes the subdivision or intensification of land shall be approved until such time as all applicable public facility plans are in place to serve the development, including a financing plan for the construction and long-term maintenance of the necessary public facilities.

- 3) Any development project application which includes the subdivision or intensification of land shall be required to submit a fiscal impact analysis to the approval of the administrator.
  - 4) Areas within the general rural land use designation shall not be subdivided or intensified until adequate public facility plans for the area have been adopted by the city council.
  - 5) Any existing parcel not within 300 feet of the city's water and wastewater systems may utilize a well and/or septic system pursuant to applicable regulations subject to the requirements of the city's development code.
- (d) *Determination of adequate public facilities.* Prior to the approval of any development project, the administrator shall determine whether:
- 1) Adequate public facilities exist or;
  - 2) Applicable public facility plans are in place to serve the development and the public facilities will be constructed concurrently with the development project.

The administrator's determination of adequate public facilities shall be based on adopted levels of service and/or available capacity.

- (e) *Future development areas.* Future development areas identified in the City of Fernley Comprehensive Master Plan shall be required to have an area plan developed by the city, property owner(s), and/or developer(s) to create a unified vision for the area and cumulatively address development impacts including land use, transportation, drainage facilities, community infrastructure (water and waste water), community services (police and fire), physical constraints, conservation, and parks and open space. The existing zoning or land use shall not be intensified in any of these areas until an area plan has been approved and adopted by the City of Fernley to ensure concurrency management, and the provision of new infrastructure and city services can be provided concurrently with new development. At a minimum, an area plan shall consider the following:
- 1) Transportation and traffic.
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    - b. Bike and pedestrian connectivity.
    - c. Future transit opportunities.
    - d. Park and ride lots.
  - 2) Land use and zoning.
  - 3) Development standards.
  - 4) Flooding and regional drainage facilities.
  - 5) Community infrastructure.

- a. Water.
  - b. Wastewater.
  - c. Reclaimed water.
- 6) Community services.
  - a. Police.
  - b. Fire.
  - c. Schools.
- 7) Parks and open space.
- 8) Fiscal impacts to the city.
- 9) Funding and financing for public infrastructure.

## Sec. 32.12.010. - Adequate public facilities required.

*Purpose.* The purpose of this section is to ensure that the public infrastructure necessary to support a development project will be available concurrently with the impacts of that development without causing the level of service at which the infrastructure is provided to fall below adopted standards.

(a) *Applicability.* These regulations shall apply to all development projects requiring installation of public facilities on-site, adjacent, or off-site to the project.

(b) *Definitions.*

TABLE 32.12.010-1 - Definitions

|                                  |                                                                                                                                                                                                                                                                                                                                                                                        |
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| Applicable Public Facility Plans | Adopted plans for the provision of water supply, sanitary sewer, storm drainage and flood management, transportation (streets, transit, pedestrian, bicycle), public safety (fire and law enforcement), parks, and schools that ensures necessary public facilities will be provided concurrent with the impacts from any land use entitlement for development.                        |
| Adequate Public Facilities       | Facilities which have the capacity to serve development without decreasing levels of service below the established minimum Level of Service.                                                                                                                                                                                                                                           |
| Development Project              | Any land use permit required by the city for a project action, including but not limited to building permits, subdivisions, parcel maps, planned unit developments, conditional uses, administrative reviews, zoning map amendments, and amendments to the city's comprehensive master plan which request an increase in the extent or density of development on the subject property. |
| Level of Service (LOS)           | <p>An established minimum capacity of public facilities or services that must be provided per unit of demand or other appropriate measure of need.</p> <p>Level of service standards are synonymous with locally established minimum standards.</p>                                                                                                                                    |

(c) *General standards.*

- 1) ~~Except on parcels zoned GR (general rural) and RR (residential—rural), any~~Any subdivision of land or other development project, ~~unless located in a GR (general rural) or RR (rural residential) zone,~~ shall be required to connect to the city's water and wastewater systems ~~except as otherwise provided in this section.~~
- 2) No development project which includes the subdivision or intensification of land shall be approved until such time as all applicable public facility plans

are in place to serve the development, including a financing plan for the construction and long-term maintenance of the necessary public facilities.

- 3) Any development project application which includes the subdivision or intensification of land shall be required to submit a fiscal impact analysis to the approval of the administrator.
- 4) Areas within the general rural land use designation shall not be subdivided or intensified until adequate public facility plans for the area have been adopted by the city council.
- 5) ~~Any~~Notwithstanding paragraph (1) of this subsection, any existing parcel not within 300 feet of the city's water and wastewater systems may utilize a well and/or septic system pursuant to applicable regulations and subject to ~~the~~all other requirements of the city's development code.

(d) *Determination of adequate public facilities.* Prior to the approval of any development project, the administrator shall determine whether:

- 1) Adequate public facilities exist ~~or~~;
- 2) Applicable public facility plans are in place to serve the development and the public facilities will be constructed concurrently with the development project ~~;~~ or
- 3) Private facilities should be allowed pursuant to this section and based on current and future availability of public facilities in the area.

The administrator's determination of adequate public facilities shall be based on adopted levels of service and/or available capacity.

(e) *Future development areas.* Future development areas identified in the City of Fernley Comprehensive Master Plan shall be required to have an area plan developed by the city, property owner(s), and/or developer(s) to create a unified vision for the area and cumulatively address development impacts including land use, transportation, drainage facilities, community infrastructure (water and waste water), community services (police and fire), physical constraints, conservation, and parks and open space. The existing zoning or land use shall not be intensified in any of these areas until an area plan has been approved and adopted by the City of Fernley to ensure concurrency management, and the provision of new infrastructure and city services can be provided concurrently with new development. At a minimum, an area plan shall consider the following:

- 1) Transportation and traffic.
  - a. Roadways.
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  - c. Future transit opportunities.

- d. Park and ride lots.
- 2) Land use and zoning.
- 3) Development standards.
- 4) Flooding and regional drainage facilities.
- 5) Community infrastructure.
  - a. Water.
  - b. Wastewater.
  - c. Reclaimed water.
- 6) Community services.
  - a. Police.
  - b. Fire.
  - c. Schools.
- 7) Parks and open space.
- 8) Fiscal impacts to the city.
- 9) Funding and financing for public infrastructure.

#### Sec 32.09.125 –Non-Residential Standards for Unserved Sites

*Purpose:* This section provides less restrictive regulations for non-residential developments in remote portions of the City where public facilities or utilities are not readily available and where adverse impacts to adjoining properties are less likely.

(a) *Applicability.* This section applies to development projects meeting all of the following locational requirements:

- 1) The site is not located within an adopted Area Plan, and
- 2) The site is not within ¼ mile of any public utility infrastructure.

(b) *Landscaping.*

- 1) Xeriscaping shall be provided to the approval of the Administrator. Native vegetation shall be retained to the extent practicable.

(c) *Screening.*

- 1) Opaque screening shall be provided along any street frontage and between non-residential and residential uses.
- 2) Where use standards require screen fences or masonry walls, any opaque material acceptable to the Administrator may be used.

(d) *Street Improvements.*

- 1) Streets adjoining the development boundary shall be improved to the GR20 standards per Sec. 32.09.140, Table 1.

Sec 32.02.030

*Unserviced.* Unserved sites are those sites that are not mapped within an adopted Area Plan and that are more than one quarter mile from any public utility infrastructure.

*Xeriscaping.* The process of landscaping that significantly reduces or eliminates the need for irrigation.



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: February 18, 2026**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Mitzi Carter, Human Resource Manager

**FINANCIAL IMPACT:**

Yes: X

No:

**CURRENTLY BUDGETED:**

Yes:

No: X

**FUND/ACCOUNT:**

100-412-000 - 77.60%, 510-810-000  
- 14.70%, 520-810-000 - 7.70%

**ACTION REQUESTED:** Motion

**AGENDA ITEM:**

Discussion and Possible Action to approve the Proposed Salary Increases for City Council and Mayor based on the 2025 Compensation Study.

**AGENDA ITEM BRIEF:**

Discussion and possible Action to approve the Proposed Salary Increases for City Council and Mayor based on the 2025 Compensation Study.

**RECOMMENDED MOTION:**

I move to approve the proposed salary adjustment for the proposed City Council and Mayor's salaries.

**BUSINESS IMPACT (per NRS Chapter 237):**

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

**See attached report for background, analysis, alternatives.**

**ALTERNATIVES:**

Council may accept proposed salary increases or not accept proposed salary increases.

**BACKGROUND:**

Prior to the end of Former Council Woman Fran McKay's term, she requested a compensation study be conducted for City Council and the Mayor. A compensation study was finalized in late 2025, using eleven (11) similar and lower populated areas in rural Nevada. The findings showed that the City of Fernley's current salary levels for Council and Mayor are about mid-range to the comparable ranges, while the overall averages were lower than the City's current salary level. A proposed salary adjustment was agreed upon as is outlined in the Financial Implications below.

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

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

**FINANCIAL IMPLICATIONS:**

The proposed salaries would increase City Council salaries from \$15,204.80 to \$25,000.00, increasing the difference by \$9,795.20 annually. The proposed salary for Mayor's salary from the current \$30,409.60 to \$50,000.00, increasing the difference by \$19,590.40 annually.

**ATTACHMENTS:**

1. 2025 Comp Study Council-Mayor
2. Proposed Salaries Council-Mayor

## 2025 Compensation Study for City of Fernley Council Members and Mayor

| City            | Mayor Salary        | City Council        | Population | Comments:                                                                                                                                                                                                                                                                                                                                 |
|-----------------|---------------------|---------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| *Boulder City   | \$ 26,000.00        | \$ 20,000.00        | 14,828     | *According to Council Meeting on April 8, 2025, a Motion was voted 3-2 to direct staff to prepare a Bill Introduction for Salary increase for Council membersby \$5K and increase the Mayor by 30% above the Council with a COLA based on CPI from zero to 3% beginning the term of office that commenced following the General Election. |
| Carlin          | \$ 4,620.12         | \$ 2,100.00         | 1,990      |                                                                                                                                                                                                                                                                                                                                           |
| Elko            | \$ 20,000.00        | \$ 13,000.00        | 18,297     |                                                                                                                                                                                                                                                                                                                                           |
| Ely             | \$ 14,400.00        | \$ 12,000.00        | 3,907      |                                                                                                                                                                                                                                                                                                                                           |
| Fallon          | \$ 36,000.00        | \$ 23,997.60        | 9,647      |                                                                                                                                                                                                                                                                                                                                           |
| Fernley         | \$ 30,409.60        | \$ 15,204.80        | 25,888     |                                                                                                                                                                                                                                                                                                                                           |
| *Gardnerville   | \$ -                | \$ 29,502.00        | 5,811      | *Gardnerville, NV does not have a mayor, it is governed by aTown Board. The town is led by a Town Manager and a Town Board comprised of five (5) elected Board Members                                                                                                                                                                    |
| Mesquite        | \$ 38,992.86        | \$ 18,312.79        | 22,786     |                                                                                                                                                                                                                                                                                                                                           |
| Wells           | \$ 4,584.00         | \$ 3,384.00         | 1,243      | **Average salary for Council                                                                                                                                                                                                                                                                                                              |
| West Wendover   | \$ 15,149.79        | \$ 6,000.20         | 4,499      |                                                                                                                                                                                                                                                                                                                                           |
| Winnemucca      | \$ 21,991.22        | \$ 17,755.00        | 8,261      |                                                                                                                                                                                                                                                                                                                                           |
| Yerington       | \$ 9,006.40         | \$ 4,492.80         | 3,253      |                                                                                                                                                                                                                                                                                                                                           |
| <b>Average:</b> | <b>\$ 18,429.50</b> | <b>\$ 13,812.43</b> |            |                                                                                                                                                                                                                                                                                                                                           |

# **Fernley's Proposed Compensation for City Council and Mayor** **\*Effective FY29**

|              | Current:     | Proposed:    |
|--------------|--------------|--------------|
| Mayor        | \$ 30,409.60 | \$ 50,000.00 |
| City Council | \$ 15,204.80 | \$ 25,000.00 |

\*Amendment to the Code could change the effective date.



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: February 18, 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 380 associated with ZMA25001, a zoning map amendment request from Wood Rodgers, Inc. on behalf of Genica Clover Ranch, LLC, rezoning six (6) parcels containing approximately 24.72 acres and generally located between Farm District Road to the south, Langdon Street to the north, Winnie Lane to the west, and Nevada Pacific Boulevard to the east from RR½ (Rural Residential, ½-acre minimum) and RR5 (Rural Residential, 5-acre minimum) to SF6 (Single Family, 6000-square foot minimum) (APNs 021-331-15, -19, -20, -22, -29, and -38).

**AGENDA ITEM BRIEF:**

An application to rezone, merge, and resubdivide six (6) parcels containing approximately 24.72 acres into 105 single-family lots. This item was initially heard and then continued at the August 13th Planning Commission meeting. At the September 10th Planning Commission meeting, a motion to approve the proposed actions failed 2-3-1 (approve-deny-abstain). Procedurally, this results in a recommendation of denial. First reading of this item was conducted at the October 1st City Council meeting and a public hearing was conducted at the October 15th City Council meeting. At the public hearing, concerns were voiced by neighboring property owners and others regarding drainage, buffering, adjacency standards, and neighborhood character related to the proposed subdivision—after discussion with Council, the predominant issue related to the irrigation ditch along the western property line. The applicants requested a continuation to allow them time to better address Council's concerns, including evaluating options for piping the flow. Having conducted meetings with concerned neighbors and other interested parties, the applicants have reached an agreeable solution for all consisting of a six-foot open-view iron fence. In order to introduce the bill concerning the zoning map amendment, a new first reading must be conducted.

**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:**

N/A.

**BACKGROUND:**

**Site & Vicinity**

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

**Analysis: Zoning Map Amendment**

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

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

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

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

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

If approved, the proposed zoning map amendment will increase the available maximum density on the site from approximately 39 units to approximately 179 units. Although the current proposal does not seek to achieve this maximum density, once constructed, the proposed smaller lot sizes still provide a more affordable alternative to

large-lot developments, thereby adding to the variety of housing stock available in the City.

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

If approved, the requested zoning map amendment would facilitate housing development within the established City core where easy access to services and public facilities is available. By concentrating development on undeveloped or underdeveloped land in this part of the City, conservation of land and resources in the more remote portions of the City can be realized.

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

Centrally located, the project site has easy access to utility infrastructure within adjoining or nearby developments. This allows efficient extension of infrastructure to the project site. Public services and facilities, such as an established roadway network, a fire station, schools, and recreational opportunities already serve neighboring developments, ensuring efficient access for the project's future residents.

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

The proposed zoning designation of SF6 is consistent with the site's mapped Comprehensive Master Plan land use category of Single Family Residential. If the zoning map amendment request is approved, future development of the site would inherently be in conformance with the Comprehensive Master Plan land use category.

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

The proposed project will consist of single-family residential development. This land use is compatible with existing established residential land uses in the vicinity. Further compatibility will be achieved through application of adjacency standards to provide appropriate transition between adjoining large-lot developments and the subject project.

*LU.1.5 - Promote infill development*

The project is considered infill development as defined by the City: vacant land surrounded by existing development served by public services and infrastructure.

## *2. Consistent with the surrounding land uses.*

Surrounding parcels in the immediate vicinity are mapped Single Family Residential (SFR) in the City's Comprehensive Master Plan. The requested zoning district is consistent with this land use designation. Existing land uses in the vicinity are predominantly residential—the only exception to this pattern being a pre-school established on an adjoining lot zoned SF20 (Single Family, 20,000-square foot minimum). If approved, the requested zoning district of SF6 would allow a limited range of residential uses, including single-family detached dwellings and accessory uses. These land uses would be compatible with the established land uses in the vicinity.

## *3. Public notice was given, and a public hearing held per the requirements of the development code and Nevada Revised Statutes.*

A public hearing was held at the August 13th Planning Commission meeting. At that meeting, the item was continued and an additional public hearing was held at the September 10th Planning Commission meeting. These public hearings were noticed on July 28, 2025 via US Mail to all property owners within 300' of the site, to all manufactured home residents in manufactured home parks within 300' of the site, and to all owners, residents, and applicants for the proposed action. Legal notice was also published in the Reno-Gazette Journal on July 29, 2025. First reading of the proposed bill was conducted at the October 1st City Council meeting. A public hearing for adoption of the proposed bill was held at the October 15th City Council meeting with corresponding legal ad and mailed public notice as described above. At that hearing, the applicants requested a continuance to allow them time to address concerns raised by the public and by Council related to the related subdivision action. New public notice and public hearing are scheduled for February and March, respectively.

#### **RELEVANT LAWS, STATUTES, AND REGULATIONS:**

##### General References

Nevada Revised Statutes (NRS) Chapter 278 – Planning and Zoning  
Fernley Municipal Code (FMC) Title 32 – Development Code  
City of Fernley Comprehensive Master Plan

##### Specific References

NRS 278.260 – Determination, establishment, enforcement and amendment of zoning regulations

FMC 32.03.040(e) – Zoning map amendments (rezoning)

FMC 32.06.060 – General rural (GR20) and residential rural (RR5, RR1, and RR½)

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

#### **FINANCIAL IMPLICATIONS:**

None.

#### **ATTACHMENTS:**

1. Exhibit 1 - Bill 380
2. Exhibit 2 - Land Use and Zoning Maps
3. Exhibit 3 - Project Narrative - Applicant

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

**BILL #380**  
**CITY OF FERNLEY**  
**ORDINANCE # \_\_\_\_\_**

**A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH CASE NUMBER ZMA25001, TO CHANGE THE ZONING OF A ±24.72-ACRE SITE COMPRISED OF SIX (6) PARCELS GENERALLY LOCATED BETWEEN FARM DISTRICT ROAD, WESTWARD LANE, LANGDON STREET, AND WINNIE LANE FROM RR5 (RURAL RESIDENTIAL, 5-ACRE MINIMUM) AND RR½ (RURAL RESIDENTIAL, ONE-HALF-ACRE MINIMUM) TO SF6 (SINGLE-FAMILY RESIDENTIAL, 6,000-SQUARE FOOT MINIMUM) (APNS 021-331-15, -19, -20, -22, -29, AND -38)**

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

Section 1: The zoning of that certain real property totaling ±24.72 acres, more or less, situated in the City of Fernley, Nevada, and owned by Genica Clover Ranch, LLC and Shawna Tibbals, being more particularly described on Exhibit “A” attached hereto and depicted on “Exhibit B” attached hereto is hereby reclassified from RR5 (Rural Residential, 5-acre minimum) and RR½ (Rural Residential, ½-acre minimum) to SF6 (Single-Family Residential, 6,000-square foot minimum).

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3: The City Clerk is instructed and authorized to publish the title to this ordinance as provided by law and to record the same as provided by law.

Section 4: This ordinance shall become effective upon passage, approval, and publication.

Section 5: The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of public health, safety, welfare, and convenience.

Section 6: If any subsection, phrase, sentence, or portion of this section is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.

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

BILL #365 BEING HEREBY PROPOSED this 18th day of February 2026.

BILL #365 BEING HEREBY PASSED, APPROVED, AND ADOPTED this 4th day of March 2026, by the following vote of the Council:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstentions: \_\_\_\_\_ Absent: \_\_\_\_\_

FERNLEY CITY COUNCIL

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Neal E. McIntyre, Mayor

Attest By: \_\_\_\_\_  
Kimberly Swanson, City Clerk

Date: \_\_\_\_\_

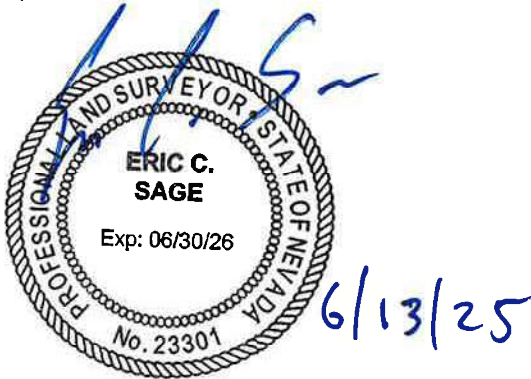
**LEGAL DESCRIPTION  
CHAPARRAL ESTATES  
TENTATIVE MAP BOUNDARY**

All that certain real property situate within the Northwest One-Quarter (NW 1/4) of Section 20, Township 20 North, Range 25 East, M.D.M., City of Fernley, County of Lyon, State of Nevada, being more particularly described as follows:

BEING Parcel 3 per Parcel Map File No. 100090 recorded June 11, 1986, Parcel 1, Parcel 3, and Parcel 4 per Parcel Map File No. 105269 recorded February 3, 1987, Parcel 2-A per Parcel Map File No. 142350 recorded June 25, 1991, and Parcel 2-B-1 per Boundary Line Adjustment Quitclaim Deed Document No. 554364 and shown on Record of Survey Document No. 554363 both recorded August 22, 2016, all of the above in the Official Records of Lyon County, State of Nevada.

APNs: 021-331-15, 021-331-19, 021-331-20, 021-331-22, 021-331-29, & 021-331-38

Prepared by:  
Wood Rodgers, Inc.  
1361 Corporate Blvd.  
Reno, NV 89502  
(775) 823-4068



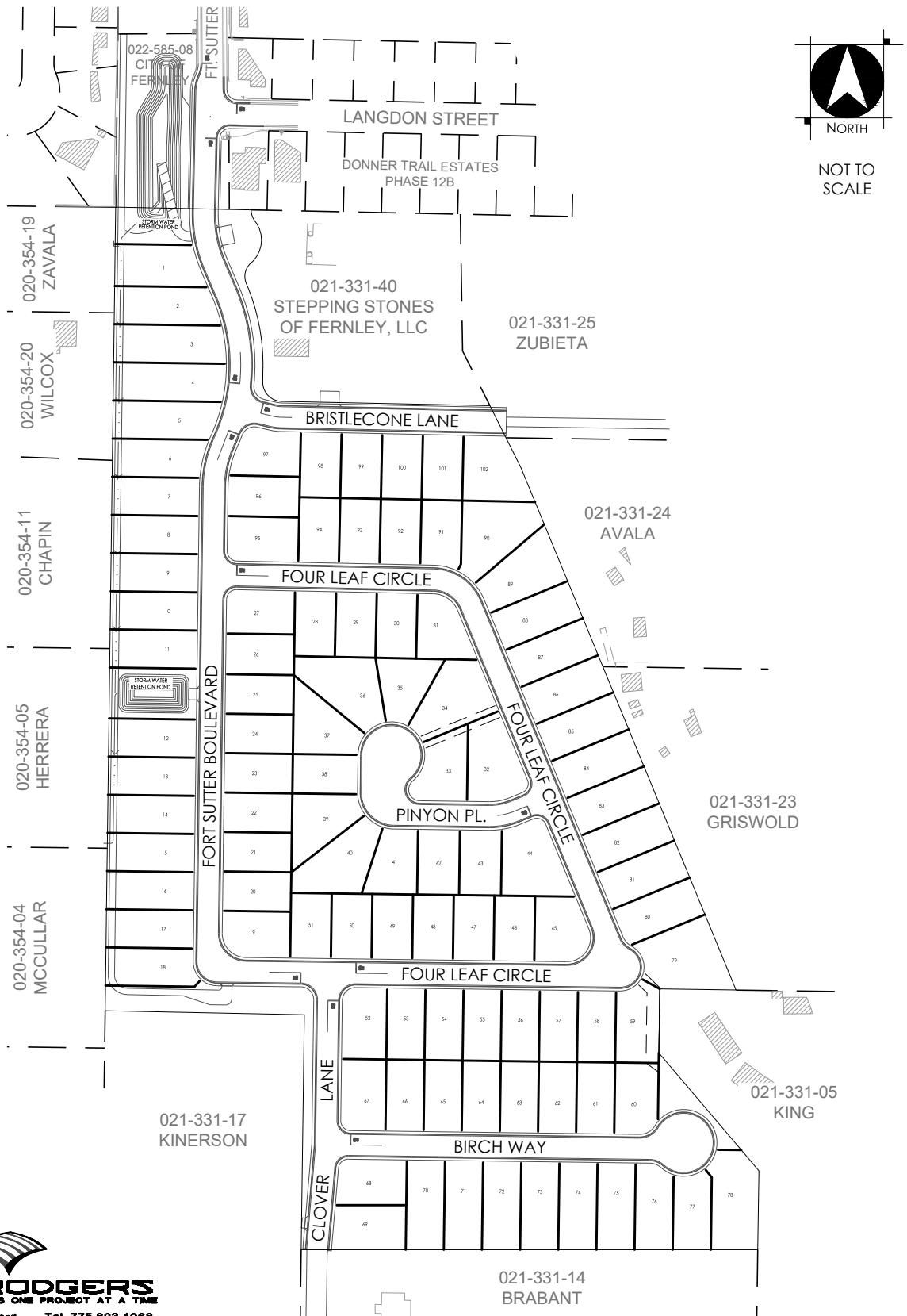
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Eric C. Sage, P.L.S.  
Nevada Certificate No. 23301

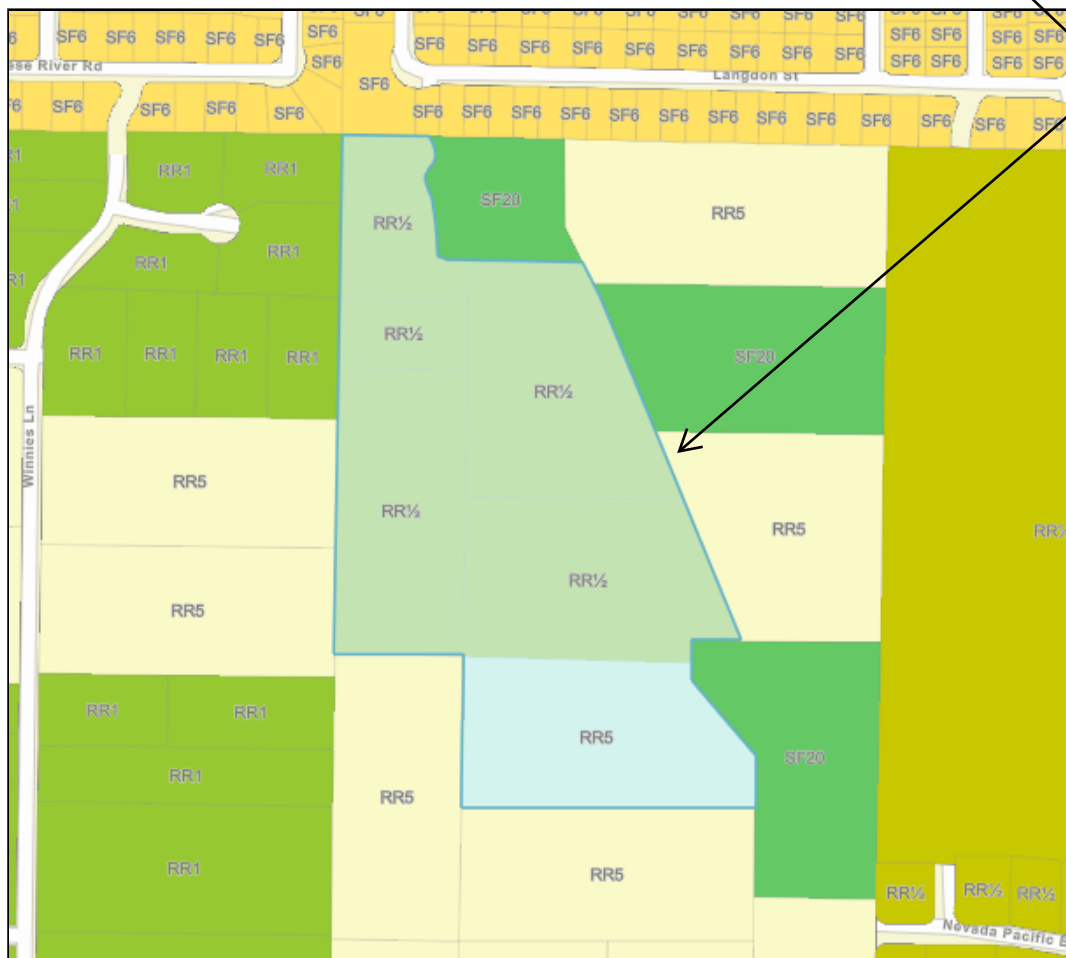
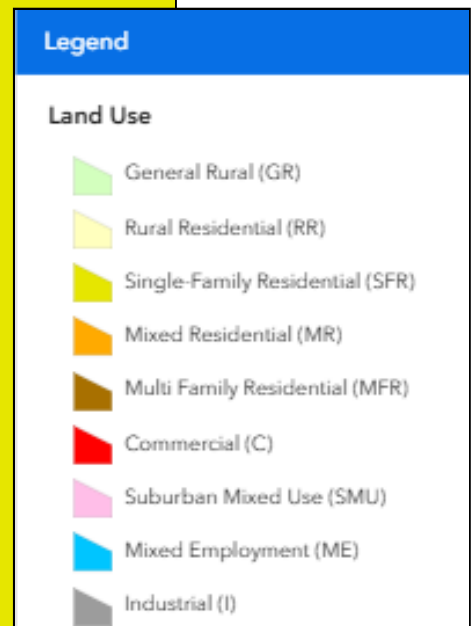
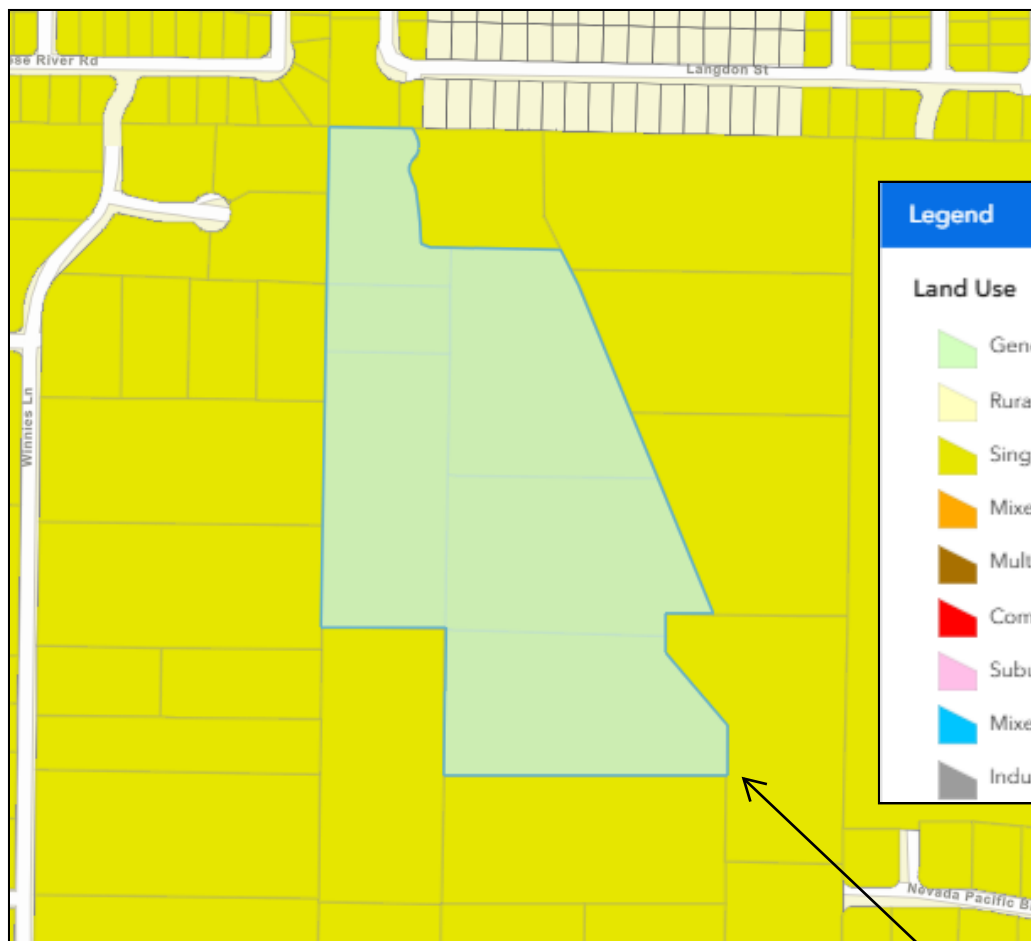
# CHAPARRAL ESTATES SUBDIVISION PRELIMINARY SITE PLAN

FERNLEY, NEVADA

AUGUST 2025



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



Project Site

## EXECUTIVE SUMMARY

**Project Name:** Chaparral Estates Zoning Map Amendment and Tentative Subdivision Map

**Site Location:** The project site is a six-parcel site, which when combined totals approximately 24.72 acres, situated within the city limits of Fernley, Nevada, approximately 0.46 miles south of the intersection of U.S. Highway 50 and Emigrant Way. The site lies at the southern terminus of Fort Sutter Boulevard, where the roadway intersects Langdon Street at a 90-degree angle. Farm District Road is located approximately 0.18 miles south of the site's southern boundary. The site will be accessible via two proposed access points: one from the north through Fort Sutter Boulevard and another from the south via Clover Lane.

**APN Numbers:** 021-331-15, -19, -20, -22, -29, and -38

**Applicant:** Genica Development, LLC

**Applicant's Representative:** Wood Rodgers, Inc., Attention: Eric Hasty

**Owners:** Genica Clover Ranch, LLC (APNs 021-331-19, -20, -22, -29 and -38)  
Shawna J. Tibbals (APN 021-331-15)

**Proposed Action:** This application packet includes requests for:

- 1) **Zoning Map Amendment** on the entire 24.72-acre portion of land from Residential – Rural (½-acre minimum) (RR- ½) and Residential – Rural (5 acre minimum) (RR5) to Residential – Single-Family (6,000 sf minimum)(SF6);
- 2) **Tentative Subdivision Map** to develop a 102-lot single-family detached subdivision with three common-area parcels, for a total of 105 parcels.

**Current Land Use:** Single-Family Residential (SFR)

**Current Zoning:** ±19.3 acres: Residential – Rural (½-acre minimum) (RR- ½)  
±5.42 acres: Residential – Rural (5 acre minimum) (RR5)

**Proposed Zoning:** ±24.72 acres: Residential – Single-Family (6,000 sf minimum) (SF6)

**Flood Zone Designation:** Zone X

**Gross Site Area:** ±24.72 acres

### Background / Existing Conditions

The project site (Site) is generally located along Clover Lane and Browne Lane approximately 0.5 miles (mi) south of U.S. Highway 50 and south of the terminus of Fort Sutter Boulevard, where the roadway intersects Langdon Street at a 90-degree angle. Farm District Road is located approximately 0.18 mi south of the site's southern boundary. Specifically, the project site includes six parcels identified with APNs 021-331-15, -19, -20, -22, -29, and -38 that when combined total 24.72 acres.

The site has direct access to Farm District Road to the south via Clover Lane. Clover Lane traverses the site north to south and is an unimproved roadway within the site but is paved south of the site to Farm District Road. A *Step Ahead Preschool* is located to the north of the site as well as existing and newer 6,000 square foot lots, with residential in varying lot sizes and vacant land to the east, west and south. In terms of site characteristics, the site is relatively flat. The site is undisturbed vacant land with primarily native vegetation consisting of native grasses.

## Zoning Map Amendment and Tentative Subdivision Map

## Project Description

The site has an existing Fernley Comprehensive Master Plan (Master Plan) land use designation of Single-Family Residential (SFR), with non-conforming zoning districts of Residential – Rural (½-acre minimum) (RR- ½) (19.3 acres) and Residential – Rural (5 acre minimum) (RR5) (5.42 acres) (*refer to Zoning and Master Plan maps in Section 2 of this submittal packet*). The SFR land use designation is intended to allow 2-7 dwelling units per acre/ (du/ac) in primarily single-family detached homes with varied lot sizes. It is important to note the entire project site is zoned RR½ or RR5, which is non-conforming to the current Master Plan designation of SFR. The site is an infill site and a logical expansion of the residential units to the north, which are zoned SF6.

It should be noted that a neighborhood meeting was held on April 24, 2025, to discuss the proposed zone change and tentative subdivision map with neighbors and stakeholders. Notice of the meeting was mailed directly to all surrounding neighbors within 750 feet of the project site. A conceptual site plan similar to the Tentative Map submitted with this request was presented. Concerns expressed by meeting attendees included site circulation and existing irrigation easements. These comments have been addressed, with mitigation measures incorporated into the proposed design and further described in the document below.

**Project Requests**

Included with this submittal is an application and associated materials for:

- 1) **Zoning Map Amendment.** The application requests to change the regulatory zoning of the site from 5.4 acres of Residential – Rural (5 acre minimum) (RR5) and 19.3 acres of Residential – Rural (½-acre minimum) (RR ½) to 24.72 acres of Single-Family Residential (6,000 sf minimum) (SF6). The proposed SF6 zoning designation will be in conformance with the existing Master Plan designation and will support proposed development of the site.
- 2) **Tentative Subdivision Map.** This application requests approval of a Tentative Subdivision Map (TSM) to develop a 102-lot single-family detached development, with three common area parcels, for a total of 105 parcels, a minimum lot size of 6,144 sf interior lots, and an average perimeter lot size of ±8,269 sf. The gross density proposed is 4.1 du/ac, which is in conformance with the proposed regulatory zoning and existing Master Plan land use designations.

**Adjacent Land Use and Zoning**

|              | Master Plan                     | Zoning      | Current Use of Land                                      |
|--------------|---------------------------------|-------------|----------------------------------------------------------|
| <b>North</b> | Single Family Residential (SFR) | SF6<br>SF20 | single-family residential, detention basin<br>pre-school |
| <b>South</b> | Single Family Residential (SFR) | RR5         | single-family residential                                |
| <b>East</b>  | Single Family Residential (SFR) | RR5<br>SF20 | single-family residential                                |
| <b>West</b>  | Single Family Residential (SFR) | RR1<br>RR5  | vacant, single-family residential                        |

**North:** The northern boundary of the site borders two parcels with a Master Plan land use designation of SFR and a zoning designation of SF6. The western of these two parcels bordering the site's northern boundary is owned by the City of Fernley and is occupied by the water detention basin for the adjacent single-family residential subdivision. The other parcel adjacent to the site's northern boundary is occupied by a single-family residence. Additionally, the site shares a portion of its northern and eastern boundaries with an adjacent parcel with a land use designation of SFR and a zoning designation of SF20 occupied by a preschool (*A Step Ahead Preschool*).

**South:** The site is bordered to the south by parcels with a land use designation of SFR, a zoning designation of RR5, and occupied with single-family residential dwelling units.

**East:** Directly adjacent to the site's eastern boundary are parcels with a SFR Master Plan land use designation, zoning designations of either SF20 or RR5, and occupied with single-family residential dwelling units. Further east is another single-family residential subdivision which surrounds the southern and western boundaries of Silverland Middle School.

**West:** Directly adjacent to the site's western boundary are five parcels with a master plan land use designation of SFR and zoning designations of either RR1 or RR5. These parcels are either vacant or occupied with single-family residential dwelling units.

In terms of surrounding land use compatibility, the site is uniquely positioned to provide an opportunity for a more desirable lot size in the current market conditions (6,400 to 8,000 square feet) for most buyers similar to the newer neighborhoods surrounding the site. The site also provides larger lots along the perimeter to provide a transition to the adjacent vary lot size parcels to the west, east, and south. The project allows for a wide range of lot sizes as envisioned in the City of Fernley master plan, helping the city provide an appropriate transition zone from the more rural development in the south and the higher density development in the north.

#### **Zoning Map Amendment Justification**

The zoning map amendment (ZMA) request to change the current zoning designations from RR5 and RR½ to SF6 is consistent with the adjacent zoning and lot sizes as it will allow for lot sizes similar to the newer single-family subdivisions to the north, east and southwest, but allow for flexibility in lot sizes along the perimeter to accommodate larger lots compatible with the adjacent lots. Larger lots have been incorporated into the overall site design to accommodate for increased perimeter buffers along the eastern and western site boundaries as well as internally at corner lots. This ZMA will facilitate the proposed subdivision and help support housing needs to accommodate anticipated population growth. Furthermore, the project is located within an area that has direct access to existing utilities and nearby paved roadways for connectivity and access, making this a logical extension of the existing surrounding neighborhoods and compatible with the land use pattern envisioned for this area of the community.

The proposed SF6 zoning would allow for a maximum density of 7.26 du/ac. The proposed SF6 zoning and resultant allowed density of 7.26 du/ac is consistent with the surrounding zoning designation of SF6 to the north and northwest and compatible with the single-family character envisioned for this part of the community and echoed by several other approved single-family residential developments to the east (*refer to Proposed Zoning Map in Section 2 of this submittal packet*).

The ZMA request to change the current designations of RR5 and RR ½ to SF6 is consistent with the adjacent zoning and lot sizes to the north and northwest and provide for an appropriate transition from the larger-lot rural-residential parcels to the south and east, as the design of the site incorporates larger perimeter lots in accordance with the purpose and intent of the adjacency standards in Fernley Development Code (FDC) § 32.09.030.

To further justify this amendment, the existing RR5 and RR½ zoning districts are non-conforming to the existing SFR Master Plan land use designation and the proposed ZMA will bring the site into compliance with the Master Plan.

The proposed ZMA supports the tentative subdivision map (TSM) request also included with this application for a 105-parcel subdivision (102 residential lots and three common area parcels) with lots ranging in size from 6,200 sf to 12,249 sf. The proposed tentative map would produce a density of approximately 4.1 du/ac, falling well below

the maximum density for the SF6 zoning and effectively providing a minimum density similar to the SF9 zone and is an appropriate density for compatibility with both surrounding rural residential and smaller-lot residential development (*refer to the Site Plan in the Map pocket of the submittal packet*).

**Tentative Subdivision Map Analysis**

**Overview**

The current request is to develop the site with 102 single family residential lots and three common area parcels for 105 parcels total, with two other dedicated areas to be offered to the city for storm water retention ponds. Pending the proposed ZMA the regulatory zoning for the site will be SF6, with the maximum number of dwelling units allowed in this zoning district is 7.26 du/ac, and lots must be a minimum of 6,000 sf. Without considering allowances for roadways, landscaping, open space, or setbacks, a 24.72-acre site would be allowed a maximum of 173 separate lots, noting the site plan includes 102 residential lots and amounts to a density of 4.1 du/ac, far less than would be allowed under the proposed zoning district’s maximums. There are no existing structures on the site. Proposed improvements include site access, drainage and grading improvements, and the extension of utilities, including water, sewer, and electric, to the new lots.

The SF6 zoning district has the specific purpose and intent to preserve areas where the predominant dwelling type is single-family detached dwelling units at or below 7.26 du/ac, consistent with the tentative subdivision map being submitted for this site under this application.

The tentative subdivision map has been designed specifically to meet the intent and purpose of lot adjacency and transition standards for single-family residential development. FDC §32.09.030(d) includes specific requirements for transitions and buffers between development on lots with varying degrees of density. When considering this, it is worth noting the zoning code was last comprehensively update prior to the Master Plan’s most recent comprehensive update in 2019, with some portions of the existing zoning code including standards not reflective of the vision for the community seen in the updated Master Plan. Specifically, the transition and buffer adjacency standards, if adhered to strictly, would create possible “dead zones” of land within subdivisions where development or improvements are neither feasible nor required. Further, FDC allows deviation from these standards with approval by the Administrator.

In order to satisfy the purpose and intent of the lot adjacency and transition standards, the site plan for the proposed subdivision has incorporated 30-ft rear buffers on both the east and west perimeter boundaries of the subdivision, included on the submitted TSM. It is anticipated that the buffer will be recorded on the final map and reflected on all applicable deed documents. These buffers will satisfy the access needs for utility infrastructure, including power poles and lines which run along both the eastern and western perimeter boundaries, while also providing an adequate transition zone buffer from the density/intensity of the neighboring RR1 and RR5 parcels and the proposed adjacent SF6 parcels. This perimeter buffer is in addition to rear setback requirements, thus development (erection of structures) will be prohibited in the rear 40-ft of any eastern or western perimeter lot, as regulated by the future Homeowners Association (HOA) for the subdivision. This 40-ft no-build buffer is a minimum standard, with it anticipated most perimeter lots will have an even larger rear setback of the residence.

**Development Statistics Summary**

|                             |                                           |
|-----------------------------|-------------------------------------------|
| Total Site Area:.....       | 24.72± acres                              |
| Total Dwelling Units: ..... | 102 single-family detached dwelling units |
| Net Density: .....          | 4.1± dwelling units/acre                  |
| Total Lot Area:.....        | 18.01± acres (73%)                        |
| Average Lot Size:.....      | 7,691± square feet                        |

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|                                   |                     |
|-----------------------------------|---------------------|
| Average Perimeter Lot Size: ..... | 8,269± square feet  |
| Maximum Lot Size:.....            | 12,249± square feet |
| Minimum Interior Lot Size:.....   | 6,200± square feet  |
| Total Right of Way Area:.....     | 5.64± acres (23%)   |
| Total Common Area: .....          | 0.66± acres (2.7%)  |

### Grading

The project site is mostly vacant. The site generally slopes from east to west. Approximately 100% of the site has slopes less than 10%, therefore *FDC §32.09.130 (Slopes, hilltops, and ridges)* is not applicable. Grading of the site is provided in the Preliminary Site Plan (*refer to the Preliminary Grading Plan [Sheets G-1 and G2] of the Tentative Map Plan Set in Section 4 and the Map Pocket of this submittal packet*).

### Drainage

On site drainage will consist of directing onsite flows from the various portions of the site and allowing them to flow to curb and gutter facilities located within the proposed street network. This will convey the flows to the two proposed retention ponds. One retention pond is the existing pond adjacent to the site's northern boundary and located within the City of Fernley owned parcel. This will be reconfigured to allow for the extension of Fort Sutter Boulevard into the site. A second retention pond located between lots 11 and 12 will capture the remaining flows generated from the site (*refer to Preliminary Hydrology Report included in Section 4 of this submittal packet*).

### Water, Sewer, and Utilities

Water is anticipated to be extended into the site via the extension of Fort Sutter Boulevard to the north. Water infrastructure serving the site will be located within the proposed road network and will be stubbed to each proposed lot. Sewer is anticipated to be extended from Westward Lane within an existing utility easement and brought into the site via the existing roadway Brown Lane, which is proposed to be Bristle Cone Lane within the proposed subdivision, as seen on the site plan. Other utilities including power and communications are adjacent to the site and will be brought in within the proposed right of ways. For detailed information regarding existing and proposed utility infrastructure refer to the *Preliminary Utility Plan (Sheets U-1 and U2)* in Section 4 and the *Map Pocket* of this submittal packet.

### Site Access and Circulation

The site is currently accessed from the south via Clover Lane to Farm District Road. The TSM shows a new access proposed to the north via Fort Sutter Boulevard through the adjacent city-owned parcel, with slight reconfiguration of the existing stormwater retention pond to accommodate the roadway extension and encourage travel patterns north to Highway 50. A network of 50-ft-wide internal street rights-of-way, including sidewalks, cul-de-sacs, and turning radii will serve the site, all designed to meet City of Fernley roadway standards and international fire code.

Given the site's proximity to a preschool, and in response to feedback received from neighborhood stakeholders, the configuration of internal roadways was redesigned, incorporating elements to slow traffic around the preschool including a proposed three way stop at the intersection of Birch Street and Bristle Cone Lane and providing a 10-foot buffer from the preschool parcel and the right of way. Further, instead of grid style roadways running straight from north to south, the subdivision is designed with roadways with slight turns, bump outs, and cul-de-sacs. Sidewalks will be incorporated throughout which will bring pedestrian scale to the roadways.

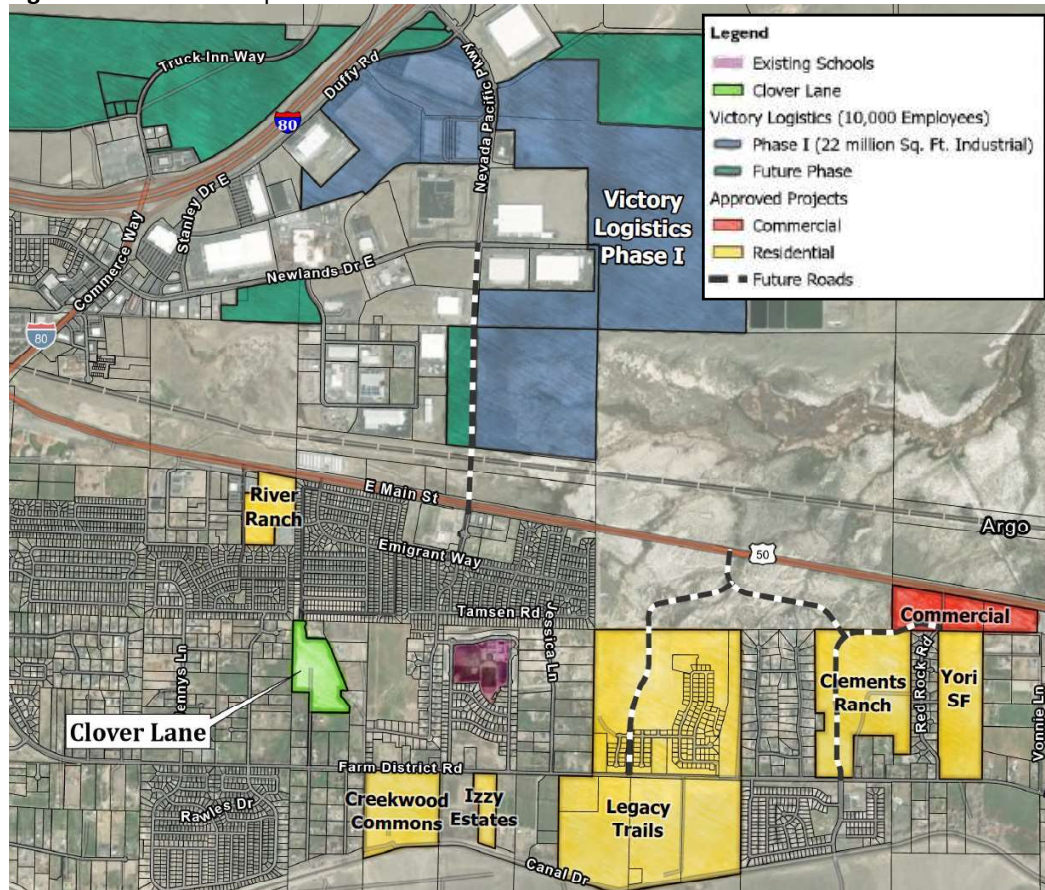
Although the site does draw existing access from Clover Lane which extends south to connect with Farm District Road, the traffic impact study conducted in tandem with this submittal indicates, under the current project design, a vast majority (80%) of trip generation would access the site via the north through the new connection

to Fort Sutter Boulevard (refer to *Traffic Impact Study in Section 4 of this submittal packet*). As this connection will bifurcate the adjacent city-owned parcel to the north, the new roadway will be constructed a minimum of 15-ft from the adjacent western parcel boundary of the privately owned parcel to the east, ensuring additional setback area for the adjacent property.

A key factor in traffic patterns for the Fernley community moving forward will be the completion of the Nevada Pacific Parkway connecting I-80 to Highway 50 which will provide necessary access to the Victory Logistics, a company anticipated to add approximately 10,000 jobs to the Fernley community over the next 10 of years which will contribute substantially to the need for housing and adequate traffic circulation in coming years (refer to **Figure 1** below).

The proposed subdivision located south of Highway 50 but north of Farm District Road, only a short distance from the future connection of Nevada Pacific Parkway and Highway 50, combined with the sites new access to the north, makes the site perfectly positioned to provide much a much needed housing product while not contributing negatively to traffic flow and likely helping to relieve traffic flow issues currently being experienced in Fernly due to the I-80 roundabout.

**Figure 1: Future Development**



### Traffic

The Traffic Impact Study prepared by Headway Transportation (April 15, 2025) considered 100 single-family dwelling units (refer to *Traffic Impact Study in Section 4 of this submittal packet*). Based on this analysis a project of the analyzed size would generate approximately 943 daily trips, 70 AM peak hour trips, and 94 PM peak hour trips. The study concluded that all intersections studied are anticipated to operate within policy level of service

under all scenarios, with or without the project. The addition of project traffic had no significant impact on the study intersections. The TIS does not indicate any roadway improvements are needed for capacity based on the additions of project traffic. For specific details regarding traffic conditions and improvements, refer to the *Traffic Impact Study* in Section 4 of the submittal packet.

### Landscaping

The proposed TSM is for 105 parcels (102 residential lots and three common area parcels) intended for development with single-family detached dwelling units and is not classified as a planned development under FDC. Although limited common area is anticipated at this time, all landscaping in any common areas will be owned and maintained by a HOA or an equivalent that will be established at final map. Beyond this, individual lots will not be held to any additional landscaping standards above and beyond the landscaping standards for the proposed underlying SF6 zoning district.

### Public Services

Schools: According to the Lyon County School District's 2016 Facilities Plan, all Fernley schools are currently under capacity and are planned to be within adequate utilization through 2025. Students residing in this development will attend Cottonwood Elementary School, Silverland Middle School, and Fernley High School.

Police and Fire Services: The project site is located in an area already served by police and fire services. Police services will be provided by the Lyon County Sheriff's Department and fire service will be provided by the North Lyon County Fire Protection District. The closest fully staffed fire station is the North Lyon County Fire Protection District Main Office, located approximately 2.7 miles west near the intersection of State Route 95A and Main Street. The main access to the site where police and fire will enter the development is located on Fort Sutter Boulevard.

Parks: There are recreational amenities in the area of the subject site. Ponderosa Park is located 0.88 miles southwest of the site. Picetti Park, a small neighborhood serving park, is located 0.66 miles east. Green Valley Park is approximately 1.5 miles west from the site, with larger parks like Fernley out of Town Park (2.5 miles west) and Autumn Winds Park (2.2 miles east) further from the site.

### Fiscal Impact Statement

The subject parcel is an infill parcel located in an area surrounded by existing older residential development adjacent to existing infrastructure. The current vacant use does not provide any fiscal benefit for the City of Fernley at this time. One of the issues the City of Fernley is facing is that larger-lot developments no longer cover the costs of required infrastructure, which has contributed to a continual increase in utility fees and roads left in poor shape. Developing the subject site with large lots consistent with the current non-conforming zoning could bring negative fiscal impact to the City of Fernley based on existing trends and would be an inefficient use of the land given the housing demand anticipated for the large employment center (Victory Logistics) currently under construction.

The proposed zoning will provide a mix of unit types that will take advantage of the existing infrastructure, helping provide fees that will support the city's ongoing utility and public service costs. The additional dwelling units facilitated by this request will provide additional impact fees and tax revenues that will fiscally support the city's schools, parks, roads, and public services while also providing more obtainable housing options that are appropriate to support the growing workforce.

Victory Logistics employment center, less than two miles northeast from the subject site, is anticipated to generate over 10 million square feet of new industrial space along with over 10,000 employees within the first phase (Northern Nevada Business Weekly <https://www.nnbw.com/news/2021/jul/27/playing-long-game-massive-fernley-development-sets/>). Utilizing the subject infill parcel to help support the adjacent employment

growth is a much more efficient use of the land and will help fill the gap in needed housing within the community. Housing products obtainable to average-incomed Fernley residents will help fill a crucial need in “missing-middle” housing products, which is critical to support the future employment centers already being constructed and, more broadly, the future economic growth of Fernley.

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**FINDINGS FOR APPROVAL**

Pursuant to the City of Fernley Development Code §32.03.040(e)(6) *Findings for approval*, a zoning map amendment may be approved if it is:

- 1) **Consistent with the city's Master Plan and otherwise consistent with state and federal law;**
- 2) **Consistent with the surrounding land uses; and**
- 3) **Public notice was given, and a public hearing held per the requirement of the development code and Nevada Revised Statutes.**

**1) *Implementation and Consistency with the City of Fernley Master Plan***

**Response:** The ZMA and TSM will enable the development of 102 single-family dwelling units, offering a housing option that is highly desirable given current market conditions and employment coming to Fernley. This proposed zoning aligns with the site's current Master Plan land use designation, addressing the inconsistency between the existing zoning and the Fernley Master Plan. Furthermore, the ZMA and TSM support and advance several goals and policies outlined in the Master Plan. The following excerpts and accompanying analysis demonstrate the proposal's alignment with these planning objectives

**Applicable Master Plan Goals and Policies**

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

**Comment:** The proposed ZMA and TSM will facilitate the development of 102 single-family dwelling units on the parcels, which will provide a slightly higher density housing option on the site than its present zoning would allow. With projected growth in Fernley and increased development in the area, offering a variety of housing types and costs will contribute to vitality and housing diversity in the community.

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

**Comment:** The subject parcel is located in an area that is master planned for the size of lots proposed. The ZMA request is consistent with the surrounding area. The ZMA request would maintain conformance with the Master Plan and continue similar growth patterns of the surrounding area by allowing lot sizes similar to those in the neighborhood to the north and allow for larger lots along the perimeter. The potential for increased residential density conserves natural resources in the area by concentrating development in an area already being served by public services and amenities. Resource efficient design and construction will be incorporated into future stages of the project.

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

**Comment:**  
**Sewer, Water, and Utilities**

Water is anticipated to be extended into the site via the extension of Fort Sutter Boulevard to the north. Water infrastructure serving the site will be located within the proposed road network and will be stubbed to each proposed lot. Sewer is anticipated to be extended from Westward Lane within an existing utility easement and brought into the site via the existing roadway Brown Lane, which is proposed to be Bristle Cone Lane within the proposed subdivision, as seen on the site plan. Other utilities including power and communications are adjacent to the site and will be brought in within the proposed right of ways. For detailed information regarding existing and proposed utility infrastructure refer to the *Preliminary Utility Plan (Sheets U-1 and U2)* in *Section 4* and the *Map Pocket* of this submittal packet.

#### Schools

According to the Lyon County School District's 2016 Facilities Plan, all Fernley schools are currently under capacity and are planned to be within adequate utilization through 2025. Students residing in this development will attend Cottonwood Elementary School, Silverland Middle School, and Fernley High School.

#### Police and Fire Services

The project site is located in an area already served by police and fire services. Police services will be provided by the Lyon County Sheriff's Department and fire service will be provided by the North Lyon County Fire Protection District. The closest fully staffed fire station is the North Lyon County Fire Protection District Main Office, located approximately 2.7 miles west near the intersection of State Route 95A and Main Street. The main access to the site where police and fire will enter the development is located on Fort Sutter Boulevard.

#### Parks

There are recreational amenities in the area of the subject site. Ponderosa Park is located 0.88 miles southwest of the site. Picetti Park, a small neighborhood serving park, is located 0.66 miles east. Green Valley Park is approximately 1.5 miles west from the site, with larger parks like Fernley out of Town Park (2.5 miles west) and Autumn Winds Park (2.2 miles east) further from the site.

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

**Comment:** The subject parcel has an existing Master Plan designation of Single-Family Residential (SFR), and the existing RR5 and RR ½ zoning districts are non-conforming to this land use designation. The proposed ZMA will bring the site into compliance with the Master Plan as well as the intent for the character and density for this area of Fernley. Lots created will range in size from 6,200 sf to over 14,185 sf, with an **average lot size of 7,781 sf**. As designed the subdivision incorporates several lots above 10,000 sf. With a wide range of lot sizes this design allows for the site to comply with the current master plan.

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

**Comment:** The proposed lots are compatible with the existing 6,000 square foot lots to the north and will provide larger 8,000 square foot perimeter lots which are more compatible with the adjacent development to the west, east, and south.

***Goal LU.1.5 Promote infill development***

**Comment:** The proposed project is considered infill development.

## 2) Consistency and Compatibility with Surrounding Land Uses

**Response:** The proposed request is consistent and compatible with the surrounding land uses. As seen in the table below, the site is surrounded on all sides by residential development ranging from large-lot rural residential development to small-lot single-family denser subdivisions, making a residential subdivision with lots ranging in size from 6,144 sf to over 12,200 sf consistent with the transitional nature of this portion of the city.

### Adjacent Land Uses

|       | Master Plan                     | Zoning      | Current Use of Land                         |
|-------|---------------------------------|-------------|---------------------------------------------|
| North | Single Family Residential (SFR) | SF6         | Single-Family Residential, Detention Basin  |
|       |                                 | SF20        | Pre-school                                  |
| South | Single Family Residential (SFR) | RR5         | Large-lot single-family residential         |
| East  | Single Family Residential (SFR) | RR5<br>SF20 | Large-lot single-family residential         |
| West  | Single Family Residential (SFR) | RR1<br>RR5  | Vacant, Large-lot single-family residential |

**North:** The northern boundary of the site borders two parcels with a Master Plan land use designation of SFR and a zoning designation of SF6. The western of these two parcels bordering the site's northern boundary is owned by the City of Fernley and is occupied by the water detention basin for the adjacent single-family residential subdivision. The other parcel adjacent to the site's northern boundary is occupied by a single-family residence. Additionally, the site shares a portion of its northern and eastern boundaries with an adjacent parcel with a land use designation of SFR and a zoning designation of SF20 occupied by a preschool (*A Step Ahead Preschool*).

**South:** The site is bordered to the south by parcels with a land use designation of SFR, a zoning designation of RR5, and occupied with single-family residential dwelling units on large lots, typical to rural residential zoning districts.

**East:** Directly adjacent to the site's eastern boundary are parcels with a SFR Master Plan land use designation, zoning designations of either SF20 or RR5, and occupied with single-family residential dwelling units on large lots, typical to these zoning districts. Further east is another single-family residential subdivision which surrounds the southern and western boundaries of Silverland Middle School.

**West:** Directly adjacent to the site's western boundary are five parcels with a master plan land use designation of SFR and zoning designations of either RR1 or RR5. These parcels are either vacant or occupied with single-family residential dwelling units on large lots, typical to rural residential zoning districts.

From a land use compatibility perspective, the site is uniquely positioned to be able to provide a range of lot sizes larger than those typically offered in single-family residential subdivisions yet still maintain compatibility with adjacent rural residential land uses. The site is surrounded closely to the north, east, and southwest by smaller lot single-family residential uses, yet the site is neighbored by characteristically rural

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parcels to the west and south, allowing for a subdivision with a wide range of lot sizes, as envisioned for the site, to provide an appropriate transition zone from the more rural development seen south and east and the higher density development north and west closer to the city center.

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

**Response:** Throughout the entitlement process, the applicant will follow all requirements of the development code and Nevada Revised Statutes for noticing the public, holding meetings, and attending public hearings.

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Tentative Subdivision Map Approval Criteria

Pursuant to *Fernley Development Code §32.03.060 (Land Division Applications)* recommendations and decisions on tentative maps shall be based on consideration of all of the following criteria:

1. **Compliance with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, community or public sewage disposal, and, where applicable, individual systems for sewage disposal;**

**Response:** This project has been designed to meet all environmental and health laws/regulations, as required by local, state, and federal regulations. Water and sewer will be provided and treated by the City of Fernley municipal water and wastewater systems (*refer to Preliminary Utility Plan [Sheets U-1 and U-2] in Section 4 and the Map Pocket of this submittal packet*). Solid waste disposal will be provided by Waste Management. This is a residential project, and this use is not anticipated to contribute significantly to air pollution.

2. **Availability of water that meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision;**

**Response:** Water meeting applicable health standards is available for the future needs of this subdivision, provided by the City of Fernley. The required water is available and will be provided at final map. Actual demand will be calculated with the site improvement plans prior to recording the final subdivision map. A utility plan is included in the Map Pocket of this submittal packet indicating the location of existing City of Fernley utility infrastructure to serve the project.

3. **Availability and accessibility of utilities;**

**Response:** All utilities necessary to serve the proposed subdivision currently exist in close proximity to the site. Sewer is anticipated to be extended into the site via Westward Lane and through an existing access and utility easement that will connect to the proposed Bristle Cone Lane. Water lines are planned to be extended to the site via the extension of Fort Sutter Blvd and within the proposed roadways. The proposed water and sewer systems will be operated by the City of Fernley. A preliminary sewer study is included in Section 4 of this submittal packet which indicates the City of Fernley has sufficient system capacity to serve the project. Gas will be operated by Southwest Gas and power and communications services will also be extended to the site (*refer to Preliminary Utility Plan [Sheets U-1 and U-2] in Section 4 and the Map Pocket of this submittal packet*).

4. **Availability and accessibility of public services such as schools, police and fire protection, transportation, recreation facilities, and parks;**

**Response:**

**Schools**

According to the Lyon County School District's 2016 Facilities Plan, all Fernley schools are currently under capacity and are planned to be within adequate utilization through 2025 with the exception of one elementary school. The School District's 10-year capital program identifies a new elementary school planned to be built in the next four to six years, which would address any potential elementary school capacity issues. Students residing in this development will attend Cottonwood Elementary School, Silverland Middle School, and Fernley High School.

Police and Fire Services

The project site is located in an area already served by police and fire services. Police services will be provided by the Lyon County Sheriff's Department and fire service will be provided by the North Lyon County Fire Protection District. The closest fully staffed fire station is the North Lyon County Fire Protection District Main Office, located approximately 2.7 miles west near the intersection of State Route 95A and Main Street. The main access to the site where police and fire will enter the development is located on Fort Sutter Boulevard.

Parks

There are recreational amenities in the area of the subject site. Ponderosa Park is located 0.88 miles southwest of the site. Picetti Park, a small neighborhood serving park, is located 0.66 miles east. Green Valley Park is approximately 1.5 miles west from the site, with larger parks like Fernley out of Town Park (2.5 miles west) and Autumn Winds Park (2.2 miles east) further from the site.

**5. Consistency with the zoning district regulations;**

**Response:** The project site has an existing master plan land use designation of Single-Family Residential (SFR) and, upon approval of the proposed ZMA associated with this request, the project site will have a zoning designation of SF6. This zoning district allows for single-family residential lots that are a minimum of 6,000 sf. This tentative subdivision request seeks to create 105 parcels in total, with 102 single-family lots, ranging from 6,144 sf interior lots to 12,249 sf, with an average lot size of 7,691 sf. The proposed subdivision is entirely consistent with all standards of the proposed SF6 zoning district regulations.

**6. Conformity with the master streets and highways plan;**

**Response:** The request conforms with the Master Streets and Highways Plan. Currently the property is accessed via Clover Lane to the south. Proposed access to the site will be improved to provide a 50-ft wide roadway into the site from the north as an extension of Fort Sutter Boulevard. This extension of Fort Sutter Boulevard will connect to an internal network of 50-ft roadways, with curbs, gutters, and sidewalks all designed to meet FDC standards, providing access to driveways of all proposed lots. Two bulbs and two cul-de-sacs are included in site design which will provide adequate turnaround for fire trucks and compliance with international fire code. Additional compliance with the Master Street and Highways Plan would be demonstrated further with the proposed site access connection to the north via Fort Sutter Boulevard over the city owned parcel. It is not anticipated that his project will contribute negatively to traffic or congestion, as concerns regarding traffic at the I-80 roundabout and along Farm District Road were considered and project design elements incorporated to mitigate potential impacts.

**7. Effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;**

**Response:** Traffic generated from the project is not anticipated to have a significant impact to the surrounding transportation infrastructure or Farm District Road, as the *Traffic Impact Study* concluded over 80% of trips generated to and from the site will utilize the new connection to the north and Highway 50, especially considering the sites proximity to the future development of Victory Logistics and Nevada Pacific Parkway just northeast of the site. The proposed subdivision will only generate approximately 94 PM peak hour trips. As concluded in the TIS, beyond what is proposed no additional improvements are needed to accommodate demand on surrounding roadways. Traffic generation is minimal, and the surrounding existing roadways, combined with the new internal roadway network, can adequately serve the proposed lots.

**8. Physical land characteristics, such as floodplain, slope, soil, and elevation differentials with abutting properties;**

**Response:** This project is not within a floodplain. A grading plan is included in the Map Pocket of this submittal packet completed in compliance with all applicable grading, slope, soil and elevation differential standards of the City of Fernley (*refer to Preliminary Grading Plan [Sheets G-1 and G-2] in Section 4 and the Map Pocket of this submittal packet*).

**9. Recommendations and comments of review bodies;**

**Response:** Any comments received thus far have been incorporated into site design. Any recommendations and comments of review bodies moving forward will be considered in the project design and engineering processes.

**10. Conformity to the master sewer and water utility plan;**

**Response:** A *Preliminary Sewer Report* is included within *Section 4* of this submittal packet. The reports consulted with the Master Sewer and Water Utility Plans and include discussion of how the City of Fernley sewer and water infrastructure and supply has sufficient capacity to meet the projected demand of this project.

This project also conforms to the following Water/Wastewater Goals of the City of Fernley Comprehensive Master Plan:

- *PSF.1.1.4 - Areas planned for urban or suburban development (residential densities of one or more dwelling units per acre or comparable non-residential development will be served by a community water supply system consistent with adopted policies in the Land Use Chapter of the Fernley Comprehensive Master Plan.*
  - **Comment:** This project will connect to the municipal water system. A utility plan is included within Section 4 of this submittal packet and modeling for demand will be done at final map.
- *PSF.1.4 - Reduce water demand through xeriscape project landscaping, reclamation and reuse of treated wastewater for golf courses, medians, parkways and other appropriate application uses.*
  - **Comment:** Although there is minimal landscaping required with this plan, xeriscaping will be utilized where feasible to reduce water demand.
- *PSF.2.1.1 - All new development within the City limits with lot sizes equal to or smaller than 1.0 acre shall be required to connect to the municipal sewer system. New development with residential densities lower than one dwelling unit per acre shall be allowed to utilize individual septic systems with acceptable sub-surface disposal if sewer is not available.*
  - **Comment:** This project will connect to the municipal sewer system. A utility plan and a preliminary sewer report are included within Section 4 of this submittal packet.

**11. Compliance with this Code and all other applicable regulations.**

**Response:** Beyond all typical development code sections applicable to development of this nature in this zoning district, additional standards of the development code are applicable, as outlined below, with

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descriptions of mitigation strategies incorporated into site design to meet the purpose and intent of these standards:

Adjacency Standards (FDC §32.09.030)

The tentative subdivision map has been designed specifically to meet the intent and purpose of lot adjacency and transition standards for single-family residential development. FDC §32.09.030(d) includes specific requirements for transitions and buffers between development on lots with varying degrees of density. When considering this, it's worth noting the zoning code was last comprehensively update prior to the Master Plan which was comprehensively updated in 2019, with some portions of the existing zoning code including standards not reflective of the vision for the community seen in the updated Master Plan. Specifically, the transition and buffer adjacency standards, if adhered to strictly, would create possible "dead zones" of land within subdivisions where development or improvements are neither feasible nor required. Further, code allows deviation from these standards with approval by the Administrator.

In order to satisfy the purpose and intent of the lot adjacency and transition standards, the site plan for the proposed subdivision has incorporated 30-ft rear buffers on both the east and west perimeter boundaries of the subdivision. Along the east and west perimeter boundaries 30-ft wide buffers have been included on the tentative subdivision map. It is anticipated that the buffer will be recorded on the final map and reflected on all applicable deed documents. These buffers will satisfy the access needs for utility infrastructure, including power poles and lines which run along both the eastern and western perimeter boundaries, while also providing an adequate transition zone buffer from the density/intensity of the neighboring RR1 and RR5 parcels and the proposed adjacent SF6 parcels. This perimeter buffer is in addition to rear setback requirements, thus development (erection of structures) will be prohibited in the rear 40-ft of any eastern or western perimeter lot, as regulated by the future HOA for the subdivision.