



N E V A D A

AGENDA  
Regular Meeting  
City Council

Thursday, March 26, 2026 • 8:00 AM

Mayor  
Neal E. McIntyre

City Council  
Ward 1 - Ryan Hanan  
Ward 2 - Felicity Zoberiski  
Ward 3 -  
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 to approve a professional services contract with Squire CPAs & Advisors to provide external financial audit services.**

**2.2. Discussion and Possible Action to designate Squire CPAs & Advisors as the Independent Audit Firm to perform the City's Annual Financial Audit for the Fiscal Year ending June 30, 2026.**

## **3. PRESENTATIONS**

**3.1. (Discussion Item) Strategic Planning Work Session  
Acting City Manager and Department Heads**

## **4. PUBLIC FORUM**

## **5. ADJOURNMENT**

**Next Meeting: April 1st @ 5pm**



# CITY OF FERNLEY

## City Council AGENDA REPORT

Meeting Date: March 26, 2026

<b>REPORT TO:</b>	Mayor and City Council
<b>REPORT FROM:</b>	Robert Carson, Finance Director

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	General Fund

**ACTION REQUESTED:** Consent

**AGENDA ITEM:**  
Possible action to approve a professional services contract with Squire CPAs & Advisors to provide external financial audit services.

**AGENDA ITEM BRIEF:**  
The City recently went through the RFP process for external financial audit services. The City received two proposals and the company selected was Squire CPAs & Advisors. The contract is for financial audit services for FY26, FY27, FY28 with an option to add FY29 and FY30.

**RECOMMENDED MOTION:**  
*I move to approve the professional services contract with Squire CPAs & Advisors to provide financial audit services to the City of Fernley for fiscal years 2026-2028, with the option to add fiscal year 2029 and 2030.*

**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:**

NRS 354.624 requires that the City provide for an annual audit of its financial statements and the audit must be conducted by a certified public accountant or a corporation that is registered pursuant to NRS 628. The City was previously contracted with Hinton Burdick CPAs & Advisors, but that contract expired after the completion of the FY2025 audit. The City of Fernley issued an RFP for external financial audit services and received proposals from two companies, Squire CPAs & Advisors and Eide Bailly LLP. Both companies met the requirements outlined in the RFP and committee selected Squire CPAs & Advisors as the company to award the new contract to. The proposed cost for audit services is: \$67,750 for the fiscal year 2026 audit.

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

NRS 354.624, NRS 628

**FINANCIAL IMPLICATIONS:**

This item is audited for annually.

**ATTACHMENTS:**

1. Squire Contract

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

and

Squire CPAs & Advisors

WHEREAS Nevada Revised Statutes (“NRS”) chapter 266 authorizes the City to engage the services of independent contractors; and

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

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

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

1. **CONTRACT TERM.** This Contract shall be effective from the day it is approved by the City (which date shall be inserted into the introductory paragraph of this Contract) and, subject to appropriation, shall remain in full force and effect until the services are completed unless terminated earlier pursuant to Section 6.
2. **CONTRACTOR’S SERVICES.**
  - A. **Description of Services.** Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.
  - B. **Performance Standards.** In performing the services set forth in this Contract, Contractor shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract.
  - C. **Changes to Contractor’s Services.** The City may, at any time, make changes to the services to be performed by Contractor under this Contract. If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment may be made in the compensation to be paid to Contractor.
  - D. **Cooperation with City.** Contractor agrees that its officers, associates, employees, and subcontractors will cooperate with the City in providing the

services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

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

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

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

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

If to Contractor:       CONTRACTOR  
                                  ADDRESS  
                                  CITY STATE

**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.
- 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:

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

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

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

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

1. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
  2. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;
  3. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
  4. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
  5. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).
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7. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.
  8. **ATTORNEYS' FEES, COSTS, AND EXPENSES.** Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Contract.
  9. **LIMITED LIABILITY.** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
  10. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
  11. **INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively, the "City party") from and against any and all claims, liabilities, damages, losses, suits,

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

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



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

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

City of Fernley  
595 Silver Lace Blvd  
Fernley, NV 89408

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

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

 

**B. Commercial General Liability Insurance**

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

 

**C. Business Automobile Liability Insurance**

1. Minimum Limit required: **\$150,000** Each Occurrence for bodily injury and property damage. Coverage shall be for “any auto” (including owned, non-owned and hired vehicles).
2. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

 

**D. Umbrella or Excess Liability Insurance**

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

 

**E. Commercial Crime Insurance**

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

## F. Performance Security

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

## G. General Requirements.

1. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
2. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
3. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
4. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.
5. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
6. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.

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

1. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.

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

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

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

**A. Contractor is required to obtain a City of Fernley business license prior to commencing work unless Contractor qualifies for an**

**exception. Contractor is also required to provide a W-9 to the City's Finance Department.**

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

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

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

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

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

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

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

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

  - A.** Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B.** Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
  - C.** Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
- 23. LOBBYING.** The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency, legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

- 24. GENERAL WARRANTY.** Notwithstanding any provision herein to the contrary, with respect to the performance of professional services, Contractor shall exercise the same degree of care, skill, and diligence in the performance of professional services as is ordinarily possessed and exercised by a professional under similar circumstances.
- 25. PROPER AUTHORITY.** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
- 26. GOVERNING LAW; VENUE.** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.
- 27. INTEGRATED CONTRACT.** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital. In the event of any conflict between the terms hereof and the Contractor's terms and conditions, the terms of this Contract shall control and govern.
- 28. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by electronic mail, telephone, or facsimile. This Agreement may also be executed and delivered by any digital or electronic signature complying with the Electronic Signatures in Global and National Commerce Act and Nevada Revised Statutes 719.260, the terms and effect of which statutes are incorporated herein by this reference, including, without limitation, portable document format (.pdf). The parties agree that [www.docuSign.com](http://www.docuSign.com) shall be an acceptable digital or electronic signature provider.

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

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

<p>Dated: _____</p> <p>CITY OF FERNLEY</p> <p>_____</p> <p>City of Fernley Mayor</p> <p>ATTEST:</p> <p>_____</p> <p>City Clerk</p>	<p>APPROVED AS TO FORM:</p> <p>Dated: _____</p> <p>_____</p> <p>City Attorney</p>
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## **F. Fees - Cost Proposal**

**Cost proposal for financial and compliance audits for the fiscal years ended June 30, 2026 through June 30, 2028 with optional years ending June 30, 2029 and 2030:**

Our combined all-inclusive not-to-exceed price for the financial audit for the year ending June 30, 2026, including travel, per diem, and all other out of pocket expenses, will not exceed \$63,500 as outlined in the attached Appendix C on the following page. Assuming that there are no significant changes in the scope of the audits, such as significant inflation, changes to accounting systems, or similarly significant changes, we anticipate that our total price for all requested financial audit services will not exceed \$65,450, \$67,400, \$69,400, and \$71,500 for the years ending June 30, 2027, 2028, 2029, and 2030 respectively. Our price estimate for the single audit is \$4,250 for the year ended June 30, 2026, and \$4,500, \$4,750, \$5,000, and \$5,250 for the years ending June 30, 2027, 2028, 2029, 2030, respectively. The price estimate for any year requiring a single audit is based on no more than two major programs. The price for any additional major programs over the base amount of two programs included in the given price will be \$1,500 per program. The details of our estimates for services are provided in Appendix C.

We anticipate the scope of the work to include an examination of the funds and activities included in the City's fiscal year 2025 audit and as outlined in your request for proposal. We anticipate that without significant changes, as noted above, the hours and allocation of work will remain reasonably consistent year to year. The prices assume that the City's records are in good, auditable condition and that the City's personnel will be available to assist on a timely basis.

R. McKay Hall is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City. We appreciate your consideration of Squire for this engagement and look forward with pleasure to a continued pleasant and mutually beneficial relationship.

### **Additional Services:**

The prices above include a limited amount of assistance with year-end closing entries, if necessary. Other non-audit work such as assistance with bookkeeping, schedule of federal awards, depreciation schedules or other accounting services necessary to bring the records and accounts into auditable condition are not anticipated. Even after the audit is completed, we remain available and do not bill for casual phone calls and consultations and we encourage you to call on us throughout the year.

Appendix A – Not Used in Proposal

Appendix B – Not Used in Proposal



# CITY OF FERNLEY

## City Council AGENDA REPORT

Meeting Date: March 26, 2026

<b>REPORT TO:</b>	Mayor and City Council
<b>REPORT FROM:</b>	Robert Carson, Finance Director

<b>FINANCIAL IMPACT:</b>	<b>CURRENTLY BUDGETED:</b>	<b>FUND/ACCOUNT:</b>
Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	General Fund

**ACTION REQUESTED:** Motion

**AGENDA ITEM:**  
Discussion and Possible Action to designate Squire CPAs & Advisors as the Independent Audit Firm to perform the City's Annual Financial Audit for the Fiscal Year ending June 30, 2026.

**AGENDA ITEM BRIEF:**  
Per NRS 354.624, the governing body of each local government must designate an auditor on an annual basis and shall provide for an annual audit of its financial statements.  
  
The auditor must be designated no later than three months before the close of the fiscal year for which the audit applies. For the City, that is March 30, 2026.

**RECOMMENDED MOTION:**  
*"I move to designate Squire CPAs & Advisors as the independent audit firm to perform the City's annual financial audit for the fiscal year ending June 30, 2026"*

**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:**  
To not designate this audit firm.

**BACKGROUND:**

Per NRS 354.624, each local government shall provide for an annual financial audit. Each year an external auditor must be designated by City Council no later than three months before the close of the fiscal year for which the audit applies and the designation must be provided to the Nevada Department of Taxation. Staff recommends that City Council designate Squire CPAs & Advisors as the City's independent audit firm for fiscal year 2026.

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

NRS 354.624

**FINANCIAL IMPLICATIONS:**

This item is budgeted for on an annual basis.

**ATTACHMENTS:**

None



**City of Fernley**  
**CITY MANAGER'S OFFICE**

Administration,  
 Human Resources,  
 Budgeting,  
 Risk Management,  
 & Contracts

## FY2026 – 27 Strategic Initiative Proposals

Staff has prepared summaries of several strategic initiatives for the Fiscal Year 2026-2027.

<b>Strategic Initiative</b>	<b>Page</b>
Fishing Pond Park – Planning	2
Out of Town Park Sports Fields Improvements – Public Works	3
Out of Town Park Sports Field Lighting Improvements – Public Works	4
Continue Long Range Planning Activities – Planning	5
New Animal Control I position – City Manager's Office	6
Animal Control Transport Truck – City Manager's Office	8
Animal Control SUV – City Manager's Office	9
Good Earth Subdivision Reconstruction Project – Engineering & Utilities	10
Cedar Street Reconstruction Project – Engineering & Utilities	12
Fernley Industrial Park Rehabilitation and Reconstruction Project – Engineering & Utilities	14
Highway 50 Looping Main Design and Construction – Utilities	16
Ricci Tank #2 Construction – Utilities	17
Commercial Backup Generator (City Hall) – Public Works	18
Commercial Backup Generator (CRRC) – Public Works	19
Bathroom Remodels (City Hall) – Public Works	20
Carpet Replacement (City Hall) – Public Works	21
HVAC System Replacement (City Hall) – Public Works	22
Parking Lot Sealcoating & Striping – Public Works	23
Storage Buildings – Public Works	24
3/4-ton Pickup Truck with Service Body (Streets & Storm Drains Department) – Public Works	25
3/4-ton Pickup Truck with Service Body (Parks Department) – Public Works	26
Heavy-duty Large Vehicle Lift – Public Works	27
Security Cameras and Equipment (In Town, Out of Town, Green Valley, and Autumn Winds Parks) – Public Works	28

## 1) Fishing Pond Park – Michele Rambo, AICP, Planning Director

### **Description:**

In the 2025-2026 budget, the City Council allocated \$100,000 for the design of the Mayor's community pond and park facility located at 2305 Farm District Road. Staff is currently working with Lumos & Associates on the design of the park with the goal of having the plans complete prior to July 1, 2026. The project will be divided into multiple phases to be constructed over the next 3 to 5 years. Phase 1 is expected to include the community pond, NDOW access road, walking path, and associated parking.

### **Strategic priorities:**

*This project would help fulfill the goals outlined below.*

- Goal 4 – Increase opportunities for civic engagement and community building.
- Goal 6 – Ensure municipal services meet the needs and expectations of the community.
- Goal 7 – Develop and maintain revenue sources to support community improvements and services.

**Cost:** \$500,000

**Next steps:** Complete design (prior to July 1, 2026); out to bid for construction (on or shortly after July 1, 2026)

Estimated Completion: Spring 2027

## 2) Out of Town Park Sports Fields Improvements – Barry Williams, Public Works Director

### **Description:**

The community has requested the replacement of the turf at sports fields that are regularly used for league play. The proposed field improvements are necessary to restore and enhance the functionality, safety, and long-term sustainability of the park's turf areas. Existing soil conditions have become compacted, uneven, and nutrient-deficient, resulting in poor grass growth, drainage issues, and increased maintenance demands. The current irrigation system is outdated and inefficient, leading to inconsistent water distribution, excessive runoff, and higher operational costs.

Removing and replacing the existing soil and turf will allow for proper grading, improved soil composition, and establishment of healthy, resilient grass. Incorporating modern irrigation improvements will ensure efficient water usage, uniform coverage, and better adaptability to seasonal conditions. These upgrades will reduce water waste, lower maintenance requirements, and support compliance with water conservation standards.

Overall, the project will provide a safer, more durable, and visually appealing field for public use while promoting environmental sustainability and cost-effective operations for the Parks Department.

### **Strategic Priorities:**

Goal 6 – Ensure municipal services meet the needs and expectations of the community

**Cost:** \$600,000 General fund

**Next steps:** Engage a contractor for design and construction.



### **3) Out of Town Park Sports Field Lighting Improvements – Barry Williams, Public Works Director**

#### **Description:**

The installation of new sports field lighting is necessary to expand the usability, safety, and overall functionality of the City’s recreational facilities. Currently, some of the fields are limited to daylight use, which restricts scheduling opportunities and reduces access for youth and adult sports programs, particularly during fall and winter months when daylight hours are limited.

Adding lighting will significantly increase available field time, allowing for evening practices, games, and community events. This will help alleviate scheduling conflicts, better accommodate growing participation in local sports leagues, and maximize the use of existing public assets.

The City’s contribution of \$80,000 demonstrates a strong commitment to supporting community recreation and infrastructure. Local sports leagues have partnered in this effort by securing donated funds to cover the remaining project costs, reflecting substantial community investment and shared responsibility. This partnership approach allows the project to move forward in a cost-effective manner while minimizing the financial impact on public resources.

#### **Strategic priorities:**

Goal 6 – Ensure municipal services meet the needs and expectations of the community

#### **Cost:**

\$80,000 General fund



#### **4) Continue Long Range Planning Activities – Michele Rambo, AICP, Planning Director**

##### **Description:**

In the 2025-2026 budget, the City Council allocated \$1,250,000 for the Planning Department to undertake four major long-range planning efforts. These included:

CIP/Impact Fee Study  
Infrastructure Plan  
South Area Plan  
Master Plan Update

Each of these efforts will continue into the 2026-2027 fiscal year.

##### **Strategic Priorities:**

*This project would help fulfill the goals outlined below.*

- Goal 1 – Manage sustainable growth and maintain public infrastructure
- Goal 3 – Encourage a variety of housing types, density, and costs that accommodate the needs, desires, and financial abilities of the current and future households.
- Goal 6 – Ensure municipal services meet the needs and expectations of the community.
- Goal 7 – Develop and maintain revenue sources to support community improvements and services. (Impact fees, increased property tax revenue)

##### **Needs:**

Roll over unspent funds dedicated from the 2025-2026 fiscal year.

##### **Next Steps:**

Continue working with consultants, residents, and stakeholders to move the plans forward to completion.

##### **Estimated Completion:**

CIP/Impact Fee Study – December 2026  
Infrastructure Plan – December 2026  
South Area Plan – December 2026  
Master Plan Update – Q3 or Q4 2027

## **5) New Animal Control I position – Lydia Altick, City Manager’s Office**

### **Description:**

Add an Animal Control Officer I position to the Animal Control Department, bringing the total to 3 full-time positions.

### **Strategic priorities:**

- Goal 6- Strategy 6.1: Assess community service gaps and plan for desired improvements
- Strategy 6.3: Attract and retain competent, knowledgeable staff

### **Needs:**

Currently, the Fernley Animal Control (AC) consists of two positions: 1) one AC Program Manager (Exempt), and 2) one AC Officer I/II (Non-exempt). Both respond to calls for service throughout the regular workday, 6 days in the office, and provide 24/7/365 standby support to the community, the Sheriff’s Office, and North Lyon County Fire. Standby support is for emergency calls that occur after hours and holidays for:

- 1) Protective custody impounds;
- 2) Severely injured animal;
- 3) Aggressive dog at large;
- 4) Dog bites;
- 5) Warrant service; and
- 6) Other emergency

An additional AC Officer 1 is needed so the AC Officers can rotate weeks on standby and provide greater ability to respond to the City of Fernley's animal control needs.

### **Justification:**

1) Fernley’s population is estimated to be around 26,000 people. With two officers, that’s 13,000 people per officer. Currently, Lyon County Animal Service has 4 full-time officers who respond to the needs of the county, outside of Fernley, which is roughly 25,000 people, leaving 6,250 people per officer. Fernley is more densely populated, which allows for greater conflict; officers are responding to over 500 calls for service per year.

2) Burnout. The average career of an animal control officer is only a few years.

a. RanDee Gahr has been employed since August 2019.

- b. Adisen Angus has been employed since September 2023.
- c. Prior animal control officers for the City lasted two years or less.

What causes burnout?

- a. Expectation of 24/7/365 response to emergencies. With two staff, this can be very difficult to ensure work/life balance. If one officer takes a vacation, the other officer has to cover the day shift and be on call for the time off. The overlap of officers is currently 1.5 days per week. This can make going out on more intensive calls difficult and require assistance from the Sheriff's Office, if available.
  - b. Severity of calls. AC Officers enter this field because they love animals and want to help them. Intensity and malicious animal cruelty are very difficult to continually process.
  - c. The number of deaths due to negligence, accident, intentional, and euthanasia. These wear on a person over time.
- 3) Mental health. AC Officers work with individuals that tend to have poor mental health and can be difficult, combative, and mentally damaging as well.
- 4) The public. The public can be vicious. AC Officers may be yelled at, called expletives, threatened, demeaned, and stalked.
- 5) Magnitude of calls. It is not uncommon to run from call to call with little to no time for breaks.

**Next steps:**

Present at union negotiations in April.

## 6) Animal Control Transport Truck – Lydia Altick, City Manager’s Office

### Description:

The City of Fernley’s Fleet Department, on behalf on the Animal Services Department, is requesting the purchase of one (1) ¾-ton, four-wheel drive pickup truck with an animal transport body to replace one (1) truck that is currently assigned to the Animal Services Department. The current truck is beyond the service miles and age recommended for vehicle replacement per the City of Fernley Fleet Management Program (FMP) Policy, Table 4.1 Appendix 8, Replacement Standard.

### Strategic Priorities:

*This project would help fulfill the goals outlined below.*

City of Fernley Fleet Management Program

### Cost:

\$130,000



## **7) Animal Control SUV – Lydia Altick, City Manager’s Office**

### **Description:**

The City of Fernley’s Animal Control Department is requesting the purchase of one (1) SUV to be assigned to the department. This vehicle will allow manager to be in more of a field support role rather than a first responder. Two animal control officers, each with a fully stocked and functional truck can respond to the majority of calls. Manager response for assistance, support, large-scale impounds, or in coverage situations.

Two kennels to be installed in the back of the vehicle. Stocked with animal control equipment.

This vehicle will enable staff to uphold public safety and animal welfare by enforcing local and state laws, responding to injured or trapped animals, capturing stray or dangerous pets, and conducting investigations related to animal cruelty, abuse, or neglect.

### **Strategic priorities:**

*This project would help fulfill the goals outlined below.*

Ensure municipal services meet the needs and expectations of the community.

### **Cost:**

\$60,000 General fund

## **8) Good Earth Subdivision Reconstruction Project – Engineering Department - General Services, Streets and Storm Drain, Water and Sewer**

### **Description:**

The Good Earth Subdivision (Last reconstructed in 1983) is a 43-year-old subdivision consisting of B Street, C Street, D Street, E Street, F Street, G Street, 6<sup>th</sup> Street, 7<sup>th</sup> Street, and Good Earth Circle. It is located just south west of the USA95 and Main Street roundabout. It is composed of about 42,000 square yards of AC roadway, or about 4 lane miles. The subdivision has full curb gutter and sidewalk.

The AC Pavement (as of 2026) throughout the project has PCI levels that are approaching or have reached 0, indicating that this road is overdue for reconstruction. Due to the advanced deterioration of the roadway surface, rehabilitation is not possible. The project also includes upgrades and reconstruction to the curb, gutter, and sidewalk, including (but not limited to) 191 Driveways and 22 new ADA ramps. The project was selected after reviewing the Pavement Condition Index (PCI) map as part of the annual Pavement Maintenance Program evaluation process. Originally scheduled for 2029, this project was advanced in November of 2025 to start design in April 2026. Construction is expected to commence in late 2026 or early 2027. Depending on OPCC, this project should be prepared to phase the construction between two financial years.

Utility impacts will be evaluated during the geotechnical investigation of the site location. The Utilities department is leading design and construction services related to the water and sewer upgrades in tandem with this project.

The PCC pavement sections of this project location require maintenance due to age failures along the curb, gutter, and sidewalk including (but not limited to) corner cracking, spalling, defacing, heaving, and block separating.

(UPDATE 2026-03-18) The project funds for the design of this project have been appropriated through Lyon County RTC for the amount of \$521,290. A contract with ESE for that exact amount is pending council approval on 2026-04-01 (April First). Contract has been routed and signed by contractor, City signing and NTP pending 2026-04-06. Construction costs are estimates.

Improvements to this area were identified as part of the 2026 PMP update report. This project has been mentioned by City master plans, including: 2020 Transportation Master Plan, FY 18/19 ADA TP Infrastructure Survey, Inventory and Final Report, 2018 Pavement Management Plan Update, 2015 Pavement Management Program Update and 2015 Pavement Management Program.

### **Strategic priorities:**

*This project would help fulfill the goals outlined below.*

(Livable Community) Manage sustainable growth and maintain public infrastructure.

**Cost:**

FY2026-27 \$4,621,290 (\$1,000,000 General fund; 621,290 RTC fund; \$1,500,000 water fund; and \$1,500,000 sewer fund).

Construction will continue into FY2027-28 with additional costs estimated at \$4,249,017 RTC funds.

## **9) Cedar Street Reconstruction Project – Engineering and Utilities Department (Streets and Storm Drain, Water and Sewer)**

### **Description:**

The Cedar Street Reconstruction Project is an infrastructure improvement that will address deterioration along Cedar Street from State Route 95A east to Silver Lace Boulevard. This 0.55-mile corridor has reached a condition that necessitates full reconstruction rather than routine maintenance. The project was selected after reviewing the Pavement Condition Index (PCI) map as part of the annual Pavement Maintenance Program evaluation process. The City of Fernley has successfully completed its Pavement Maintenance Program cycle, performing slurry and crack seal treatments to all eligible neighborhoods and streets. With this milestone achieved, city staff determined that this was an optimal time to pause the regular rotation and focus resources on a street that is no longer eligible for the standard maintenance program due to its advanced deterioration. The annual PMP budget of approximately \$1.6 million for FY24/25 was redirected toward this critical reconstruction project.

Cedar Street currently exhibits severe deterioration that varies along its length, with conditions worsening significantly in the eastern section. The western portion of Cedar Street, which extends from US-95A to Hardie Lane, has a Pavement Condition Index (PCI) rating of 25-49. Standard pavement maintenance treatments are no longer appropriate, and reconstruction is required to restore this roadway to acceptable standards. The eastern section, known as East Cedar Street and running from Hardie Lane to Silver Lace Boulevard, presents critical conditions with a PCI rating of 0-24, representing severe deterioration that demands immediate full reconstruction. In 2016, Cedar Street received new pavement and a new sewer line installation; however, no other public infrastructure improvements were completed at that time, leaving significant infrastructure deficiencies unaddressed.

The road currently has extensive areas with missing curb, gutter, and sidewalk infrastructure, creating accessibility challenges and aesthetic concerns. Additionally, there are significant drainage issues throughout the corridor that must be addressed to prevent future deterioration of the roadway and protect the investment in reconstruction. The sanitary sewer and water infrastructure serving this corridor requires comprehensive evaluation for potential replacement or upsizing to meet current and future demand, particularly given that utilities in this area have not been updated in over twenty years. This aging infrastructure presents both service reliability concerns and an opportunity to coordinate utility replacements with roadway improvements, allowing the City to take advantage of the construction window and minimize future disruptions while avoiding duplicative costs.

The Cedar Street Reconstruction Project encompasses two distinct segments with strategies appropriate to each section's specific needs and current conditions. For the western segment of Cedar Street, the project will include the design and installation of

(ADA) compliant pedestrian ramps at all intersections. This section will receive new curbs, gutters, and sidewalks on both sides of the street. The roadway surface will be treated with slurry and crack sealing to extend its useful life and protect the underlying pavement structure. The sanitary sewer and water infrastructure along this segment will undergo thorough investigation to determine whether replacement or upsizing is necessary to accommodate current demand and anticipated growth within the project area. For the eastern segment, the scope of work is more extensive due to the severe deterioration documented by the extremely low PCI rating. This section will receive full pavement reconstruction. Sidewalks will be added on the north side of the street to provide safe pedestrian access. The project will include the replacement and addition of curb and gutter throughout this segment, along with new driveway approaches and pedestrian access ramps designed to meet current ADA standards. The water system improvements will include approximately 1,500 linear feet of new C900 PVC water main with new laterals connecting to existing water meters. The sanitary sewer system will be upgraded with a new eight-inch SDR 35 PVC sewer main and approximately nine new manholes, each 48 inches in diameter, providing improved system capacity and reliability. A schematic preliminary sewer bypass pumping plan will be included in the bid documents, with the contractor responsible for developing a complete sewer bypass pumping plan to maintain service during construction.

90% Plans, Specifications and Engineer's Estimate for the Project have been completed and are being reviewed. Easements are being identified and will need to be obtained from property owners. UPPR is on its third review of the temporary easement permit. The Project is tentatively scheduled to bid during FY 25/26. Staff believe that the project will begin construction in 24/25 and finish in FY 26/27.

\$4,900,000 in RTC funds have been approved for reimbursement for the design and the construction of this project. The design contract is nearly complete.

Improvements throughout the Project corridor have been identified, evaluated and are included as recommendations in various City of Fernley planning documents, including: 2020 Transportation Master Plan, FY 18/19 ADA TP Infrastructure Survey, Inventory and Final Report, 2017 Parks Master Plan (Bike and Ped Facilities), 2018 Pavement Management Plan Update, 2015 Pavement Management Program Update and 2015 Pavement Management Program.

**Strategic priorities:**

*This project would help fulfill the goals outlined below.*

(Livable Community) "Manage sustainable growth and maintain public infrastructure.

**Cost:**

FY2026-27 \$4,500,000 (\$3,500,000 RTC, \$1,00,000 water fund)

## **10) Fernley Industrial Park Rehabilitation and Reconstruction Project – Engineering and Utilities**

### **Description:**

Lyon DR, Industrial DR, Salvadore DR and Resource DR were part of the Fernley Industrial Park Phase I and Phase II Improvements. In general, these streets provide access to various businesses in the City's Industrial Area; resulting in consistent and substantial truck loading on these pavement sections.

Phase I improvements included Industrial DR, a portion of Lyon DR and a portion of Salvadore DR. Phase I improvements were accepted by Lyon County in January 1994. Phase II improvements included Resource DR and the easterly portion of Salvadore DR. The Board of Lyon County Commissioners accepted the dedication of Phase II improvements in April 1996. City records indicate a Type 3 slurry treatment was applied to Industrial DR, Resource DR and Salvadore DR during FY 2007. Construction for the Lyon DR Phase I Reconstruction Project, Project extents from E. Newlands DR to approximately 1,000 ft south along Lyon DR, was completed in March 2012. The reconstructed pavement section was included in the City's FY 19/20 PMP Maintenance Project, this area received a Type 3 Micro Surface Preventative Maintenance treatment.

Excluding the Lyon DR Reconstruct project limits indicated above, PCI ranges from 6 to 46 on Lyon DR from end of existing (E) improvements to the end of Lyon DR, Industrial DR and Salvador DR. Streets with these PCI's exhibit severe forms of distress and are nearing the end of their useful service life. Per the City's Pavement Management Program Policy, these pavement sections are categorized as Condition Category IV (PCI 25-49) and Condition Category V (PCI 0-24) with pavement conditions defined as "Poor" and "Very Poor", respectively. Treatment types required for these Condition Categories, for the given Roadway Functional Classification throughout the proposed Project area, are as follows: Category IV to be evaluated for Corrective/Rehabilitation and/or Reconstruction; Category V pavement sections will be designed for full Reconstruction. Resource DR currently has a PCI of 73, placing it in Condition Category I (PCI 70-100) with pavement condition defined as "Very Good". Resource DR will be evaluated for Preventative Maintenance treatments, including crack seal, patching and Micro Surfacing, as applicable.

Staff had identified Utility impacts to the Project that were not included in the original Scope of Work. Preliminary Sanitary Sewer evaluation results indicate there are issues within the existing Wastewater Collection System that should be addressed as part of this Project. Utilities were not ultimately included in the cost for construction of this project.

Drainage issues on Lyon Drive will be corrected as part of this Project, in an effort to prevent future deterioration of the roadway.

Additional Right-of-Way impacts have also been identified. Easements will be required to accommodate grading of select driveway transitions during construction. Design alternatives to improve drainage for the northern portion of Lyon DR are being evaluated. This may result in a permanent easement required to retain water on-site.

UPRR coordination and permitting will be required for this Project. With the addition of proposed Improvements to the Water Distribution System and Wastewater Collection System, NDEP coordination and approvals will now be required.

90% Plans, Specifications and Engineer's Estimate for the Project have been completed and are being reviewed. Easements are being identified and will need to be obtained from property owners. UPRR is on it's third review of the temporary easement permit. The Project is tentatively scheduled to bid during FY 25/26. Staff believes that the project will begin construction and finish in FY 26/27.

\$4,900,000 in RTC funds have been approved for reimbursement for the design and the construction of this project. The design contract is nearly complete, with only UPRR permitting

Improvements throughout the Project corridor have been identified, evaluated and are included as recommendations in various City of Fernley planning documents, including: 2020 Transportation Master Plan, FY 18/19 ADA TP Infrastructure Survey, Inventory and Final Report, 2017 Parks Master Plan (Bike and Ped Facilities), 2018 Pavement Management Plan Update, 2015 Pavement Management Program Update and 2015 Pavement Management Program.

**Strategic priorities:**

*This project would help fulfill the goals outlined below.*

(Livable Community) "Manage sustainable growth and maintain public infrastructure.

**Cost:**

FY2026-27 \$3,500,000 RTC fund

## **11) Highway 50 Looping Main Design and Construction – Seong Kim, Utilities Department – Water Distribution**

### **Description:**

Development east of Nevada Pacific Parkway is served from a water main within Farm District Road. The water main operates as a “dead end” main which means that water can only go in one way and has no way of circulating. Dead end mains cause water quality problems with water stagnating in the main if it is not consumed rapidly enough. The water distribution department will flush dead end mains to dispose of stagnant water. This brings fresh water into the main, but it is a costly expense of labor and wasted water. Dead end water mains also create vulnerabilities within the water system. If a dead-end water main needs to be shut down for repairs, then users downstream from break will not have water service until the main is repaired and put back online. This leaves customers without water for indeterminate amounts of time.

This project will extend a water main along US 50A from Nevada Pacific Boulevard to Julia Lane at the Golf Course. This main will provide a valuable secondary source of water for the golf course community and the other developments served by the water main within Farm District Road. Future development projects can also use the main as a secondary water source.

The design phase will design the main and the alignment it will follow and will start the process of permitting with other agencies including but not limited to the Nevada Department of Environmental Protection, the Nevada Department of Transportation and the United States Bureau of Reclamation.

The project was identified in the 2008 Water Master Plan and is still identified as a priority in the 2022 update to the Water System Plan. The project will be funded through the water enterprise fund.

### **Strategic Priorities:**

*This project would help fulfill the goals outlined below.*

(Livable Community) “Manage sustainable growth and maintain public infrastructure.

### **Cost:**

FY2026-27 \$3,500,000 Water fund

FY2027-28 \$2,600,000 Water fund

## 12)Ricci Tank #2 Construction – Seong Kim, Utilities Director

### Description:

The Ricci Tank location is essential for providing adequate water and pressure to the community by providing storage capacity. The Water System is seeing increased needs during the high-demand summer months. The increased system demand is trending with the increasing population and development. It was determined that there is a need for an additional tank at the Ricci location because of the Master Planning coupled with actual development, along with actual system operations. The addition of a tank at this location will provide greater operational flexibility and resilience for Ricci Tank 1.

### Strategic priorities:

(Livable Community) Manage sustainable growth and maintain public infrastructure.

### Cost:

\$4,000,000 Water fund



### **13) Commercial Backup Generator (City Hall) – Barry Williams, Public Works Director**

#### **Description:**

The City of Fernley's Facilities Department is requesting the purchase of one (1) commercial backup generator for installation at City Hall. The generator will supply immediate, automatic standby power to ensure continuity of essential operations during utility outages. It is required to prevent operational downtime, minimize financial impacts from service interruptions, protect sensitive data and inventory, and maintain critical safety systems including lighting, security, and alarms.

#### **Strategic priorities:**

*This project would help fulfill the goals outlined below.*

Ensure municipal services meet the needs and expectations of the community.

#### **Cost:**

\$300,000 General fund



**14) Commercial Backup Generator (CRRC) – Barry Williams, Public Works Director**

**Description:**

The City of Fernley's Facilities Department is requesting the purchase of one (1) commercial backup generator for installation at the Community Response & Resource Center (CRRC). The generator will supply immediate, automatic standby power to ensure continuity of essential operations during utility outages. It is required to prevent operational downtime, minimize financial impacts from service interruptions, protect sensitive data and inventory, and maintain critical safety systems including lighting, security, and alarms.

**Strategic priorities:**

*This project would help fulfill the goals outlined below.*

Ensure municipal services meet the needs and expectations of the community.

**Cost:** \$500,000 General fund



**15) Bathroom Remodels (City Hall) – Barry Williams, Public Works Director**

**Description:**

The City of Fernley's Facilities Department is requesting to remodel the bathrooms in City Hall on the south side of the building. The remodel will enhance functionality and improve sanitation for customers and employees.

**Strategic priorities:**

Maintain public infrastructure.

**Cost:**

\$35,000 General fund



**16) Carpet Replacement (City Hall) – Barry Williams, Public Works Director**

**Description:**

The City of Fernley's Facilities Department is requesting the replacement of carpeted areas in City Hall, all rooms north of the Council Chambers.

**Cost:**

\$80,000 General fund



**17)HVAC System Replacement (City Hall) – Barry Williams, Public Works Director**

**Description:**

The City of Fernley's Facilities Department is requesting the replacement of the HVAC system at City Hall. This project includes installing new economizers designed to improve energy efficiency by reducing the recirculation of indoor air and increasing the use of fresh outside air.

**Strategic priorities:**

Maintain public infrastructure.

**Cost:**

\$250,000 General fund

## 18) Parking Lot Sealcoating & Striping – Barry Williams, Public Works Director

### Description:

The City of Fernley's Facilities Department is requesting that the back parking lot be resealed and striped. The existing asphalt is beginning to deteriorate. Resealing and striping will extend the pavement's lifespan by protecting it from water intrusion, sun exposure, and chemical spills.

### Strategic priorities:

Maintain public infrastructure.

### Cost:

\$150,000 General fund



## 19) Storage Buildings – Barry Williams, Public Works Director

### Description:

The City of Fernley's Facilities Department is requesting the purchase of two (2) storage buildings to house equipment, tools, and seasonal items that are currently stored outdoors. Protecting these items in a secure, weather-resistant structure is necessary to ensure their longevity and maintain operational efficiency.

### Strategic priorities:

Maintain public infrastructure.

### Cost:

\$40,000 General fund



**20)3/4-ton Pickup Truck with Service Body (Streets & Storm Drains Department) – Barry Williams, Public Works Director**

**Description:**

The City of Fernley's Fleet Department, on behalf of the Streets & Storm Drains Department, is requesting the purchase of one (1) ¾-ton, four-wheel drive pickup truck with a service body to replace one (1) truck that is currently assigned to the Streets & Storm Drains Department. The current truck is beyond the service miles and age recommended for vehicle replacement per the City of Fernley Fleet Management Program (FMP) Policy, Table 4.1 Appendix 8, Replacement Standard.

**Strategic priorities:**

City of Fernley Fleet Management Program

**Cost:**

\$100,000



**21)3/4-ton Pickup Truck with Service Body (Parks Department) – Barry Williams, Public Works Director**

**Description:**

The City of Fernley's Fleet Department, on behalf of the Parks Department, is requesting the purchase of one (1) ¾-ton, four-wheel drive pickup truck with a service body to replace one (1) truck that is currently assigned to the Parks Department. The current truck is beyond the service miles and age recommended for vehicle replacement per the City of Fernley Fleet Management Program (FMP) Policy, Table 4.1 Appendix 8, Replacement Standard.

**Strategic priorities:**

City of Fernley Fleet Management Program

**Cost:**

\$100,000



## 22) Heavy-duty Large Vehicle Lift – Barry Williams, Public Works Director

### Description:

The City of Fernley's Fleet Department is requesting the purchase of one (1) heavy-duty large vehicle lift to be assigned to the department. The equipment is necessary for safely lifting heavy trucks and commercial vehicles for efficient, ergonomic undercarriage maintenance, repairs, inspections, and wheel service.

### Strategic priorities:

Ensure municipal services meet the needs and expectations of the community.

### Cost:

\$70,000 General fund



**23) Security Cameras and Equipment (In Town, Out of Town, Green Valley, and Autumn Winds Parks) – Barry Williams, Public Works Director**

**Description:**

The City of Fernley's Parks Department is requesting the purchase of upgraded security cameras and equipment to be installed at the In Town, Out of Town, Green Valley, and Autumn Winds parks. In the 2017 Fernley Parks Master Plan, security cameras are listed as goals and objectives to improve safety and minimize vandalism. The cameras will serve as a vital tool for crime prevention and property protection, with the primary purposes being to deter criminal behavior, provide evidence for investigations, and enable real-time monitoring of the property.

**Strategic priorities:**

Ensure municipal services meet the needs and expectations of the community.

**Cost:**

\$121,000 General fund

