City of Fernley



NEVADA

AGENDA
Regular Meeting
City Council
Wednesday, April 1, 2026 • 5:00 PM

Mayor
Neal E. McIntyre

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

Acting City Manager
Lydia Altick

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

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

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

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

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

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

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

1.3. Public Forum

1.4. (For Possible Action) Approval of Agenda

2. CONSENT AGENDA

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

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

2.4. Discussion and Possible action to approve a contract for professional services with JUB Engineers, Inc. to provide construction management and materials testing services for the Mesa Drive Water Main Extension project in the amount of $60,354.00.

2.5. Possible Action to authorize the execution of the water rights banking and dedication agreement between, 301 Flint Street, LLC, a Nevada Limited Liability Company, to the City of Fernley, APN 020-093-15, 020-093-16, 020-093-17, and 020-093-18 TCID Serial Number 1028-1, 1028-1-1, 1028-1-2, and 1028-1-3 in the amount of 3.6, 3.38, 3.6 and 3.6 acre-feet.

2.6. Possible action to approve the revised position descriptions for the Water Treatment Plant Utility Operator, Shift Operator, and Supervisor positions. Revised language was necessary to bring the position descriptions into alignment with NAC 445A.6243

2.7. Discussion and possible action to approve the purchase and installation of Advanced Metering Infrastructure (AMI) receiver equipment and associated services in an amount not to exceed $322,848.79

2.8. (For Possible Action) Possible approval of the submittal of a grant application to the Nevada Department of Wildlife for the amount of $100,000 to assist in the funding of the Mayor's pond park design and/or construction.

2.9. Possible Action to Approve the Will-Serve Request from Jenuane Communities Onda Verde, LLC for Village3, Friendly 5 Subdivision for 50.11 ERC's of water and 50.00 ERC's for Sewer for Lyon County Parcel 021-303-67 located at 0 Farm District Road, Fernley, NV 89408.

2.10. Discussion and possible action to approve an Agreement for Professional Services with Shaw Engineering to provide review, design, permitting, bid support, construction management and installation observation and compliance services for the Water Treatment Plant Microfiltration Rack System Electrical Improvements Project, for a total amount of $37,500.

2.11. Possible Action to Approve the Will-Serve Request from Northern Nevada Veterans Memorial Cemetery for NNVMC - Committal Building for 0.40 ERC's of water for Lyon County Parcel 021-091-08 located at Mission Way, Fernley, NV 89408.

2.12. Discussion and possible action to approve a contract with Sloane Consulting Group for preparation of the City of Fernley Cemetery Master Plan for an amount not to exceed $120,000.

2.13. Discussion and possible action to approve a contract with TSK for preparation of the City of Fernley Facilities Master Plan for an amount not to exceed $876,036.

2.14. Discussion and possible action to approve a contract with OpenGov for the implementation and hosting of Enterprise Asset Management Software for an amount not to exceed $108,998.66 in Term 1, $46,181.79 in Term 2, and $48,490.88 in Term 3.

2.15. Discussion and possible action to approve Amendment C of the Lumos & Associates contract for the East Lift Station Improvements Project in the amount of $12,000.00

2.16. Possible Action to Approve a contract with Eastern Sierra Engineering for Design services for the Good Earth Subdivision Reconstruction Project.

2.17. Possible action to approve a new classification — Community Development Program Manager

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

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

4. PROCLAMATIONS BY THE MAYOR

5. ORDINANCES

5.1. (For Possible Action) Introduction and first reading regarding Bill #381 associated with ZMA26001, a request from M4 Victory Power QOZB, LLC for parcel 021-031-13 containing approximately 107.87 acres and generally located east of Interstate 80, west of Fernley Sink Lake, northeast of Duffy Road, and north of the existing Victory Logistics Planned Development rezoning the property from GR20 (General Rural, 20-acre minimum) to I (Industrial).

5.2. (Possible Action) Introduction and first reading of Bill #377, a request from the Planning Department to amend the adjacency development standards contained in Title 32, Chapter 9, Section 30.

5.3. (Discussion and Possible Action) Introduction and first reading of Bill #382 amending Fernley Municipal Code Title 2, Administration, Chapter 8, Mayor and City Council, Section 2.08.01, Salaries and annual increases by adjusting the salary for Mayor and City Council.

6. RESOLUTIONS

6.1. (For Possible Action) Discussion and possible action on Resolution #26-005, requested by Mark IV Capital, authorizing the formation of a working group to establish the estimated costs for the creation of the Fernley Power District, a municipal utility to serve the Victory Logistics District and directing the preparation of an Ordinance pursuant to NRS 266.290.

6.2. Discussion and possible action to approve Resolution No. 26-006, authorizing the submission of an application for funding through the Nevada State Revolving Fund (SRF) Program for the Highway 50 Water Main Extension and Looping Project.

7. PUBLIC HEARINGS

7.1. (For Possible Action) Discussion and possible action regarding CA26001 and Bill #379, a request from the Planning Department to amend the City's land use table, Fernley Municipal Code Title 32, Chapter 6, Section 150, Table 2, to allow multifamily and mixed-use developments by right in commercial zones pursuant to State Assembly Bill 241.

8. PUBLIC FORUM

9. ADJOURNMENT

Next Meeting: April 15th @ 5pm

Report Criteria:
Detail report.
Invoice detail records above $0 included.
Paid and unpaid invoices included.
Vendor.Vendor Number = {<>} 2201

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
ADAPCO, INC								
1751	ADAPCO, INC	SI301003382	Larvicide	03/23/2026	8,364.73		100-528-617 Chemical Supplies	326
	Total 1751:				8,364.73			
ALLDATA LLC								
8930	ALLDATA LLC	INVC06723542	ALL DATA AUTOMOTIVE SERVICES	03/13/2026	361.60	03/20/2026	100-480-342 Tech Services-Other	326
	Total 8930:				361.60			
AQUA BACKFLOW, INC								
8934	AQUA BACKFLOW, INC	2026-0044	Cross Connection Control Program Management Services	02/02/2026	218.50	03/20/2026	510-810-320 Prof Serv-Engineering	226
	Total 8934:				218.50			
AT&T								
13	AT&T	28574 MAR 26	131 252-8129 614 5	03/02/2026	230.00	03/25/2026	100-417-530 Communications	326
13	AT&T	28574 MAR 26	131 252-7192 857 4	03/02/2026	308.16	03/25/2026	100-417-530 Communications	326
13	AT&T	7472243119	07048 WTP Ethernet FEB 26	03/01/2026	2,575.28	03/20/2026	100-417-530 Communications	326
13	AT&T	81650 FEB 26	775-835-8598 165 0	02/26/2026	2,930.27	03/20/2026	100-417-530 Communications	226
	Total 13:				6,043.71			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343 Mar 26	815519343 FEB 2026	03/04/2026	1,121.63	03/20/2026	100-417-530 Communications	326
	Total 448:				1,121.63			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	50054	DEKA 8D BATTERY 1425CCA 8D-MHD (2 @ 290.00)	03/16/2026	580.00		520-810-600 General Supplies	326
8868	AUTO & TRUCK ELECTRIC, INC	50068	welding cable for fleet/shop	03/18/2026	620.00		100-480-610 Automotive Supplies	326
8868	AUTO & TRUCK ELECTRIC, INC	50070	batteries for fleet	03/19/2026	330.00		100-480-610 Automotive Supplies	326
	Total 8868:				1,530.00			
BATTLE BORN VENTURES, LLC								
7438	BATTLE BORN VENTURES, LLC	2026_14	Fernley Roundabout US95A/US 50A Project Topographic Sur	03/19/2026	4,900.00	03/20/2026	100-475-320 Prof Serv-Engineering	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 7438:				4,900.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	23865/5	Hammer, tarp straps, spray bottles, level	03/12/2026	69.84		100-575-600 General Supplies	326
20	BIG R OF FERNLEY	23870/5	Plumbing repair supplies (pipe compound, pressure gauge, P	03/12/2026	39.97		520-810-600 General Supplies	326
20	BIG R OF FERNLEY	23871/5	Caulk and caulk gun	03/12/2026	10.98		100-417-600 General Supplies	326
20	BIG R OF FERNLEY	23873/5	Herbicide	03/13/2026	159.98		100-475-617 Supplies-Chemical	326
20	BIG R OF FERNLEY	23876/5	55 Gallon Barrels	03/13/2026	99.80		100-575-600 General Supplies	326
20	BIG R OF FERNLEY	23884/5	Fittings, Bolt Clamps, Seat Cover	03/16/2026	115.96		100-475-600 General Supplies	326
20	BIG R OF FERNLEY	23885/5	Hardware - brass fittings	03/16/2026	19.57		520-810-600 General Supplies	326
20	BIG R OF FERNLEY	23893/5	Valve evap clamp for swamp cooler	03/17/2026	13.99		520-810-600 General Supplies	326
20	BIG R OF FERNLEY	23896/5	Galv fittings/valve hardware	03/18/2026	48.16		100-480-610 Automotive Supplies	326
20	BIG R OF FERNLEY	23903/5	Herbicide	03/19/2026	199.90		100-475-617 Supplies-Chemical	326
20	BIG R OF FERNLEY	23904/5	Gloves	03/19/2026	59.97		100-528-616 Safety Supplies	326
20	BIG R OF FERNLEY	23910/5	Richard Mosher Annual Boot allowance.	03/20/2026	149.95		100-417-616 Safety Supplies	326
20	BIG R OF FERNLEY	23927/5	Super funnel, Niagara water	03/23/2026	11.99		100-575-600 General Supplies	326
20	BIG R OF FERNLEY	23930/5	Hose adaptor	03/24/2026	3.99		100-528-600 General Supplies	326
20	BIG R OF FERNLEY	23943/5	Lithium batteries and hardware fasteners	03/25/2026	17.77		100-575-600 General Supplies	326
	Total 20:				1,021.82			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	21126-1	25th Coin envelopes	03/10/2026	497.86		100-412-650 Community Support	326
6970	BOB'S PRINTING AND SIGNAGE	31026-1	Finance Dept window envelopes	03/19/2026	285.00		100-415-600 General Supplies	326
	Total 6970:				782.86			
BRYANT, CLAYTON								
9119	BRYANT, CLAYTON	2600181	Eas Lift Station -Waterline Construction	02/28/2026	10,000.00	03/20/2026	520-166100 Construction In Progress	226
9119	BRYANT, CLAYTON	2600187	WTP Tank 2 Emergency Vent Repair	03/21/2026	3,633.00		510-840-430 Outside Serv-Repair & Maint	326
	Total 9119:				13,633.00			
BUREAU OF LAND MANAGEMENT								
363	BUREAU OF LAND MANAGEMENT	Feb 2026	2/26 Land Conveyance Phase II- NVNV106718846 Add fundi	02/13/2026	35,200.00	03/20/2026	100-413-322 Prof Serv-Other	226
363	BUREAU OF LAND MANAGEMENT	Feb 2026 4/8 Interest	Parcels 4 & 8 Reversionary Interest Purchase processing	02/13/2026	11,200.00	03/20/2026	100-413-322 Prof Serv-Other	226
	Total 363:				46,400.00			
CFA, A BOWMAN COMPANY								
499	CFA, A BOWMAN COMPANY	547182	In Town Park Phase 2 - Design BOWMAN	02/28/2026	820.50	03/20/2026	230-575-730 Improve Other than Buildings	226

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 499:				820.50			
CHAMPION CHEVROLET								
405	CHAMPION CHEVROLET	640265	2025 Chevrolet Silverado Dump Truck V8837-Streets	03/17/2026	97,973.25	03/20/2026	100-475-742 Vehicles	326
405	CHAMPION CHEVROLET	640266	2025 Chevrolet Silverado Dump Truck V7595-WD	03/17/2026	92,469.25	03/20/2026	510-165100 Maintenance Equipment	326
	Total 405:				190,442.50			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	175969701030126	69701 595 Silver Lace FEB 26	03/01/2026	1,424.63	03/20/2026	100-417-530 Communications	326
4479	CHARTER COMMUNICATIONS	175970201030126	7020 355 Cottonwood 03/01-03/31/26	03/01/2026	431.63	03/20/2026	100-417-530 Communications	326
	Total 4479:				1,856.26			
CISCO AIR SYSTEMS, INC								
8990	CISCO AIR SYSTEMS, INC	309554-1	PS MF Comp2 Diagnostic Service	03/11/2026	805.00	03/20/2026	510-840-430 Outside Serv-Repair & Maint	326
	Total 8990:				805.00			
CLARKE MOSQUITO CONTROL PRODUCT								
1936	CLARKE MOSQUITO CONTROL PRODUCT	5115316	Mosquito Insecticide	03/23/2026	4,900.00		100-528-617 Chemical Supplies	326
	Total 1936:				4,900.00			
CONSTRUCTION SEALANTS AND SUPPLY								
6839	CONSTRUCTION SEALANTS AND SUPPLY	r181955	Crack Seal Materials	03/10/2026	2,347.40	03/20/2026	100-475-600 General Supplies	326
	Total 6839:				2,347.40			
DESIGN WORKSHOP, INC.								
8598	DESIGN WORKSHOP, INC.	84439	Fernley Roundabout US95A/US 50A design services Feb 202	03/11/2026	1,420.00	03/20/2026	100-475-320 Prof Serv-Engineering	326
	Total 8598:				1,420.00			
DOWL, LLC								
8931	DOWL, LLC	7363.30292.03-10	GIS services water Feb 2026	03/06/2026	4,014.00	03/20/2026	510-810-320 Prof Serv-Engineering	326
8931	DOWL, LLC	7363.30292.03-9	GIS Review-prof svc, tech support and maint	03/06/2026	2,687.00	03/20/2026	100-529-320 Prof Serv-Engineering	326
8931	DOWL, LLC	7363.30583.01-22	MF reverseFlow- Maintenance	03/06/2026	179.00	03/20/2026	510-810-320 Prof Serv-Engineering	326
8931	DOWL, LLC	7363.30583.01-22	2025.002.1 WTP Treated Reservoir 1	03/06/2026	260.25	03/20/2026	510-166100 Construction In Progress	326
8931	DOWL, LLC	7382.30332.02-6	Engineering Review Services	03/06/2026	302.75	03/20/2026	100-610-320 Prof Serv-Engineering	326
8931	DOWL, LLC	7382.30332.02-6	Surveying Services	03/06/2026	2,200.00	03/20/2026	100-228311 Engineering Reimb. (Maps)	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 8931:				9,643.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	31026	REIMB FOR ANNUAL BOOTS- A. PENA	03/10/2026	250.00	03/13/2026	510-840-616 Safety Supplies	326
8639	EMPLOYEES, CITY OF FERNLEY	31526	REIMB FOR CODE ENFORCEMENT OPEN HOUSE SUPPLI	03/15/2026	114.04	03/20/2026	100-615-600 General Supplies	326
8639	EMPLOYEES, CITY OF FERNLEY	31526	REIMB FOR CODE ENFORCEMENT OPEN HOUSE SUPPLI	03/15/2026	115.17	03/20/2026	100-615-600 General Supplies	326
8639	EMPLOYEES, CITY OF FERNLEY	3162026	PER DIEM B. ENGBRECHT FOR ICC TRAINING IN SACRA	03/16/2026	365.00	03/20/2026	100-615-582 Travel	326
8639	EMPLOYEES, CITY OF FERNLEY	31626	PER DIEM T. RICHARDSON FOR ICC TRAINING IN SACRA	03/16/2026	365.00	03/20/2026	100-615-582 Travel	326
8639	EMPLOYEES, CITY OF FERNLEY	32026	REIMB FOR JUST PARK AT RNO AIRPORT, NLC CONF. 202	03/20/2026	138.80		100-412-582 Travel	326
8639	EMPLOYEES, CITY OF FERNLEY	32026	REIMB FOR YELLOW CAB 3/18/26, NLC CONF. 2026 DC- A.	03/20/2026	12.74		100-412-582 Travel	326
8639	EMPLOYEES, CITY OF FERNLEY	32026	REIMB FOR UBER TO DC AIRPORT, NLC CONF. 2026 DC-	03/20/2026	25.44		100-412-582 Travel	326
	Total 8639:				1,386.19			
FERNLEY ART & CULTURE EVENT SQUAD								
8729	FERNLEY ART & CULTURE EVENT SQUAD	Final FY25-26 R2	Aces FinalFY25-26 R2 Jan-Jun 26	03/24/2026	13,333.33		225-575-650 Community Support	326
	Total 8729:				13,333.33			
GARVIN, TESSA								
9010	GARVIN, TESSA	21126	PLANNING COMMISSION STIPEND	02/11/2026	80.00	03/20/2026	100-610-322 Prof Serv-Other	226
	Total 9010:				80.00			
GOPHER CONSTRUCTION INC								
202	GOPHER CONSTRUCTION INC	37943	Type II Road base	03/09/2026	367.86	03/20/2026	100-475-600 General Supplies	326
	Total 202:				367.86			
GRAINGER								
252	GRAINGER	9839913564	Washing pad, Squeege, Telescopic handle,Tote	03/12/2026	177.50	03/20/2026	100-525-600 General Supplies	326
252	GRAINGER	9839913564	Diposable Gloves	03/12/2026	108.64	03/20/2026	100-525-616 Safety Supplies	326
252	GRAINGER	9839913564	Standing desk converter	03/12/2026	377.88	03/20/2026	100-525-605 Minor Equipment	326
	Total 252:				664.02			
GUNDERSON LAW FIRM								
9105	GUNDERSON LAW FIRM	100202	outside legal criminal	03/01/2026	855.00	03/20/2026	100-414-310 Prof Serv-Legal	326
	Total 9105:				855.00			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	77564	1/4"" 5IN 88 TOOTH RATCHET FOR SHOP	03/18/2026	99.95		100-480-600 General Supplies	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 8987:				99.95			
HACH COMPANY								
406	HACH COMPANY	14917279	PS lab supplies	03/16/2026	248.05	03/20/2026	510-840-614 Shop Supplies	326
	Total 406:				248.05			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111975	Misc. Service Labor	03/11/2026	145.00		100-615-420 Outside Services	326
70	HANNEMAN SERVICE	14748	2004 Mitsubushi Outlander Red 486424 813 Scott Drive	03/11/2026	55.00		100-615-420 Outside Services	326
	Total 70:				200.00			
HOLT, JULIANNE								
9026	HOLT, JULIANNE	21126	PLANNING COMMISSION STIPEND	02/11/2026	80.00	03/20/2026	100-610-322 Prof Serv-Other	226
	Total 9026:				80.00			
IBEW Local 1245								
83	IBEW Local 1245	MAR 2026-2	UNION DUES, ONE HALF OF MONTH	03/20/2026	1,802.67	03/20/2026	100-219900 OTHER PAYROLL PAYABLES	326
	Total 83:				1,802.67			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	MAR 2026-2	MED TAX PAYABLE, PAYROLL	03/20/2026	8,251.04	03/20/2026	100-211000 FICA PAYABLE	326
7879	INTERNAL REVENUE SERVICE	MAR 2026-2	FICA TAX PAYABLE, PAYROLL	03/20/2026	145.04	03/20/2026	100-211000 FICA PAYABLE	326
7879	INTERNAL REVENUE SERVICE	MAR 2026-2	W/HOLD TAX PAYABLE, PAYROLL	03/20/2026	30,753.46	03/20/2026	100-212000 FEDERAL WITHHOLDING PAYAB	326
	Total 7879:				39,149.54			
JOHNSON, MARC								
9122	JOHNSON, MARC	31126392	tool / equipment purchase	03/11/2026	399.95		100-480-600 General Supplies	326
	Total 9122:				399.95			
LAW OFFICE OF BETSY ALLEN								
9102	LAW OFFICE OF BETSY ALLEN	2	Indigent Fee Inv 2 25CR00124 FMC C. Langham 11/13/25-2/	02/11/2026	4,708.71	03/20/2026	100-413-315 Prof Serv-Conflict Council	226
	Total 9102:				4,708.71			
LICKETY SPLIT EXPRESS WASH, LLC								
9051	LICKETY SPLIT EXPRESS WASH, LLC	#14 ENG JAN 26	1 car wash	01/31/2026	11.00	03/20/2026	100-529-420 Outside Services	126

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9051:					11.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	75045	Water resistant leather gloves bulk	03/10/2026	151.84		100-475-616 Safety Supplies	326
7650	LOWES CREDIT SERVICES	77356	Hose Clamps	03/11/2026	8.68		100-575-600 General Supplies	326
7650	LOWES CREDIT SERVICES	77759	Batteries, tools, cut off wheels	03/23/2026	155.65		100-575-600 General Supplies	326
7650	LOWES CREDIT SERVICES	81722	Plumbing repair materials – pipe tape & interior cleaner for tru	03/13/2026	28.38		510-810-614 Shop Supplies	326
7650	LOWES CREDIT SERVICES	89140	Plumbing supplies – PEX pipe, fittings, valves, clamps and gl	03/16/2026	253.96		520-810-614 Shop Supplies	326
7650	LOWES CREDIT SERVICES	89299	Kordell:8-in black cable ties	03/02/2026	2.61		510-840-600 General Supplies	326
7650	LOWES CREDIT SERVICES	89299	Kordell:8-in black cable ties	03/02/2026	5.22		520-810-600 General Supplies	326
7650	LOWES CREDIT SERVICES	89299	Kordell:8-in black cable ties	03/02/2026	2.60		510-810-600 General Supplies	326
7650	LOWES CREDIT SERVICES	89778	Lumber (treated 2x4x10 and 4x4x8)	03/16/2026	46.27		100-475-600 General Supplies	326
7650	LOWES CREDIT SERVICES	91118- MAR 26	Hardie Pond Fence lumber	03/17/2026	39.60		100-475-600 General Supplies	326
7650	LOWES CREDIT SERVICES	92134	Oil, hardware and pillow block bearings for WWTP	03/17/2026	35.08		520-810-614 Shop Supplies	326
7650	LOWES CREDIT SERVICES	93684	Outdoor bleach and caulk – waste water	03/18/2026	12.79		520-810-600 General Supplies	326
7650	LOWES CREDIT SERVICES	972862-qfmnqg	Bulbs	02/02/2026	16.12	03/20/2026	100-417-612 Building Maint Supplies	226
7650	LOWES CREDIT SERVICES	974589-QFQLKI	PS 10' leader hose adaptor	02/03/2026	18.98	03/20/2026	100-575-600 General Supplies	226
7650	LOWES CREDIT SERVICES	984490-qgiecr	Cleaning, paint and PPE supplies	02/09/2026	233.37	03/20/2026	510-810-614 Shop Supplies	226
7650	LOWES CREDIT SERVICES	985409 -QGMNNX	PS Electrical conduit and fittings for backup MF compressor	02/10/2026	151.17	03/20/2026	510-840-614 Shop Supplies	226
Total 7650:					1,162.32			
MCCULLAR, JENNI LEI								
9019	MCCULLAR, JENNI LEI	21126	PLANNING COMMISSION STIPEND	02/11/2026	80.00	03/20/2026	100-610-322 Prof Serv-Other	226
Total 9019:					80.00			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	32026	REFUND DEPOSIT FOR LUCKY STRIKE CASINO CUP2500	03/20/2026	420.00		100-320-210 Planning and Zoning Fees	326
1111	MISCELLANEOUS ONE TIME VENDOR	32326	PASSPORT FEES FOR J. LASES	03/23/2026	212.05	03/24/2026	100-416-600 General Supplies	326
1111	MISCELLANEOUS ONE TIME VENDOR	CEM16.03.2026	REFUND FOR HEADSTONE DEPOSIT B24 DILLEY	03/16/2026	300.00	03/20/2026	100-223200 Deferred Revenue - Cem. Plots	326
1111	MISCELLANEOUS ONE TIME VENDOR	CEM16.03.26	REFUND FOR HEADSTONE DEPOSIT B26 GREY	03/16/2026	300.00	03/20/2026	100-223200 Deferred Revenue - Cem. Plots	326
Total 1111:					1,232.05			
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	192606	Warren Way Cat (# GE)	03/04/2026	52.00	03/20/2026	100-525-322 Prof Serv-Other	326
6660	MOFFITT ANIMAL CLINIC	192607	Werner 1/21/25 (# EG)	03/04/2026	100.75	03/20/2026	100-525-322 Prof Serv-Other	326
Total 6660:					152.75			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	445525	running boards for water treatment, floor mats seat and cover	03/11/2026	963.17	03/20/2026	100-480-610 Automotive Supplies	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
58	NAPA AUTO & TRUCK PARTS	445526	nitrile gloves and chain lube	03/11/2026	37.05	03/20/2026	520-810-600 General Supplies	326
58	NAPA AUTO & TRUCK PARTS	445587	disposable gloves	03/12/2026	35.96	03/20/2026	100-575-616 Safety Supplies	326
58	NAPA AUTO & TRUCK PARTS	445911	WASTE WATER – gear oil, belt, degreaser, funnel	03/17/2026	97.37	03/20/2026	520-810-614 Shop Supplies	326
58	NAPA AUTO & TRUCK PARTS	445925	PARTS FOR FLEET- Cabin air filters	03/17/2026	72.06	03/20/2026	100-480-610 Automotive Supplies	326
58	NAPA AUTO & TRUCK PARTS	446328	WASTE WATER – V-belts	03/24/2026	77.07		520-810-614 Shop Supplies	326
58	NAPA AUTO & TRUCK PARTS	446330	PARTS FOR FLEET- driveline	03/24/2026	45.19		100-480-610 Automotive Supplies	326
58	NAPA AUTO & TRUCK PARTS	446348	Marine starting battery and core deposit for fleet W/W SERVI	03/24/2026	207.00		100-480-610 Automotive Supplies	326
58	NAPA AUTO & TRUCK PARTS	446385	antifreeze and funnel for fleet	03/25/2026	20.08		100-480-610 Automotive Supplies	326
	Total 58:				1,554.95			
NCE								
7617	NCE	675242506	Mark IV Inspections	03/09/2026	15,066.66	03/20/2026	100-228309 Project Plan Review - Mark IV	326
7617	NCE	675242506	Inspections	03/09/2026	7,005.34	03/20/2026	100-529-320 Prof Serv-Engineering	326
	Total 7617:				22,072.00			
NEVADA DIVISION OF WATER RESOURCES								
218	NEVADA DIVISION OF WATER RESOURCES	NVDWR-3122026	Permit applications95036T & 95037T	03/12/2026	2,181.00		510-810-698 Water Rights Protection	326
	Total 218:				2,181.00			
NEVADA SEAL & PUMP								
4339	NEVADA SEAL & PUMP	NSP7357	PS Motor Purchase for Rolling Meadows pump	03/23/2026	1,521.11		520-810-430 Outside Serv-Repair & Maint	326
	Total 4339:				1,521.11			
NOREGON SYSTEMS LLC								
9120	NOREGON SYSTEMS LLC	INV00308811	Carrying case, adapter kit	03/16/2026	1,002.36	03/20/2026	100-480-600 General Supplies	326
9120	NOREGON SYSTEMS LLC	INV00308811	Diagnostic laptop	03/16/2026	2,748.00	03/20/2026	100-480-605 Minor Equipment	326
9120	NOREGON SYSTEMS LLC	INV00308811	Software, Verizon mobile svc	03/16/2026	3,580.00	03/20/2026	100-480-342 Tech Services-Other	326
	Total 9120:				7,330.36			
NORTHERN TOOL & EQUIPMENT								
9052	NORTHERN TOOL & EQUIPMENT	b5704e5e	55-gallon pest control product and freight for Streets	03/13/2026	2,209.98		100-475-617 Supplies-Chemical	326
	Total 9052:				2,209.98			
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	FEB 26	AMAZON; 3-PACK TAPE CASIO LABEL MAKER WW	02/28/2026	21.14	03/10/2026	520-810-601 Office Supplies	226
8649	NSB - BANKCARD CENTER	FEB 26	RCAC; NV WATER & WASTEWATER OPERATOR CONF. J.	02/28/2026	618.23	03/10/2026	510-810-580 Training	226
8649	NSB - BANKCARD CENTER	FEB 26	AMAZON; ANTI BARKING DEVICE FOR DOGS B. ENGBRE	02/28/2026	28.48	03/10/2026	100-615-600 General Supplies	226
8649	NSB - BANKCARD CENTER	FEB 26	TRAIN HR LEARNING; PROJECT MANAGER WEBINAR L.	02/28/2026	445.00	03/10/2026	100-610-580 Training	226

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	FEB 26	WNDD; SUMMIT REG FEES A. TORRES 3/30-3/31	02/28/2026	100.00	03/10/2026	100-412-580 Training	226
8649	NSB - BANKCARD CENTER	FEB 26	RCAC; NV WATER & WASTEWATER OPERATOR CONF. J.	02/28/2026	1,313.39	03/10/2026	510-810-580 Training	226
8649	NSB - BANKCARD CENTER	FEB 26	QR-CODE-GENERATOR.COM; YEARLY RENEWAL ENG	02/28/2026	191.88	03/10/2026	100-529-601 Office Supplies	226
8649	NSB - BANKCARD CENTER	FEB 26	CHAMPION CHEVROLET; TRIM COVER FOR WD	02/28/2026	24.86	03/10/2026	100-480-610 Automotive Supplies	226
8649	NSB - BANKCARD CENTER	FEB 26	AMAZON; INDUSTRIAL EQUIPMENT BOARD WTP	02/28/2026	570.32	03/10/2026	510-840-614 Shop Supplies	226
8649	NSB - BANKCARD CENTER	FEB 26	SPRAYER DEPOT; GEAR BOX S. MATHIS VECTOR	02/28/2026	628.87	03/10/2026	100-528-605 Minor Equipment	226
8649	NSB - BANKCARD CENTER	FEB 26	WNDD; SUMMIT PANEL FEE DINNER A. TORRES 3/30-3/31	02/28/2026	100.00	03/10/2026	100-412-582 Travel	226
8649	NSB - BANKCARD CENTER	FEB 26	CONSTRUCTION EXAM CENTER; PROPERTY MAINT & H	02/28/2026	595.00	03/10/2026	100-615-580 Training	226
8649	NSB - BANKCARD CENTER	FEB 26	DMV; REGISTRATION FOR 2 NEW TRUCKS	02/28/2026	12.00	03/10/2026	100-480-642 Licenses and Permits	226
8649	NSB - BANKCARD CENTER	FEB 26	GFOA; ANNUAL CONFERENCE REGISTRATION R. CARSO	02/28/2026	625.00	03/10/2026	100-415-580 Training	226
8649	NSB - BANKCARD CENTER	FEB 26	AGA; GOV. MEMEBER DUES J. CARRICK FIN	02/28/2026	100.00	03/10/2026	100-415-581 Dues and Memberships	226
8649	NSB - BANKCARD CENTER	FEB 26	AMAZON; PENS, CE PLACARD, EASELS, POST IT POSTE	02/28/2026	308.54	03/10/2026	100-615-601 Office Supplies	226
8649	NSB - BANKCARD CENTER	FEB 26	AMAZON; RADIO CLIP FOR MARSHAL FMC	02/28/2026	36.08	03/10/2026	100-425-600 General Supplies	226
8649	NSB - BANKCARD CENTER	FEB 26	RALEY'S; STATE OF THE CITY 2026 SUPPLIES	02/28/2026	172.96	03/10/2026	100-412-600 General Supplies	226
8649	NSB - BANKCARD CENTER	FEB 26	WALMART; STATE OF THE CITY 2026 SUPPLIES	02/28/2026	114.27	03/10/2026	100-412-600 General Supplies	226
8649	NSB - BANKCARD CENTER	FEB 26	AMAZON; THE FAST FORWARD MBA IN PROJECT MGMT	02/28/2026	7.88	03/10/2026	510-810-640 Books and Periodicals	226
8649	NSB - BANKCARD CENTER	FEB 26	AMERICAN AIRLINES; FLIGHT TO GAINESVILLE, FL R. GA	02/28/2026	771.57-	03/10/2026	100-525-582 Travel	226
8649	NSB - BANKCARD CENTER	FEB 26	STAMPLI; JAN 2025	02/28/2026	1,059.00	03/10/2026	100-418-342 Tech Services-Other	226
8649	NSB - BANKCARD CENTER	FEB 26	BADGE & WALLET; MARSHAL BADGE A. POTICHKIN FMC	02/28/2026	421.95	03/10/2026	100-425-600 General Supplies	226
8649	NSB - BANKCARD CENTER	FEB 26	ICC; 2 TEST VOUCHER FOR PROP. MAINT. CODE FOR B.	02/28/2026	510.00	03/10/2026	100-615-580 Training	226
8649	NSB - BANKCARD CENTER	FEB 26	TENSAR GROUP; TENSAR WORKSHOP FOR A. LOPEZ M	02/28/2026	40.00	03/10/2026	100-529-580 Training	226
8649	NSB - BANKCARD CENTER	FEB 26	PAPER DIRECT; BUSINESS LICENSE CERTIFICATES CCO	02/28/2026	233.94	03/10/2026	100-416-600 General Supplies	226
8649	NSB - BANKCARD CENTER	FEB 26	NDEP; D1 TEST M. VOLEK WD	02/28/2026	123.00	03/10/2026	510-810-580 Training	226
8649	NSB - BANKCARD CENTER	FEB 26	ZOOM; CMO MONTHLY SUBSCRIPTION	02/28/2026	217.00	03/10/2026	100-418-342 Tech Services-Other	226
8649	NSB - BANKCARD CENTER	FEB 26	CHAMPION CHEVROLET; MIRROR FOR WD	02/28/2026	231.74	03/10/2026	100-480-610 Automotive Supplies	226
8649	NSB - BANKCARD CENTER	FEB 26	AMAZON; THE FAST FORWARD MBA IN PROJECT MGMT	02/28/2026	15.77	03/10/2026	520-810-640 Books and Periodicals	226
8649	NSB - BANKCARD CENTER	FEB 26	NDEP; HWY 50 PROJECT APP FEE, REVIEW FEE	02/28/2026	1,202.00	03/10/2026	510-166100 Construction In Progress	226
8649	NSB - BANKCARD CENTER	FEB 26	HAMPTON INNS; HOTEL STAY FOR INSPECTOR CERT &	02/28/2026	898.35	03/10/2026	100-605-582 Travel	226
8649	NSB - BANKCARD CENTER	FEB 26	CONSTRUCTION EXAM CENTER; PROPERTY MAINT & H	02/28/2026	595.00	03/10/2026	100-615-580 Training	226
8649	NSB - BANKCARD CENTER	FEB 26	TENSAR GROUP; TENSAR WORKSHOP FOR B. FERIDO E	02/28/2026	20.00	03/10/2026	100-529-580 Training	226
8649	NSB - BANKCARD CENTER	FEB 26	GFOA; MEMBERSHIP RENEWAL FIN	02/28/2026	500.00	03/10/2026	100-415-581 Dues and Memberships	226
8649	NSB - BANKCARD CENTER	FEB 26	AMAZON; 3 BLACK PHONE CASES FOR ENG	02/28/2026	36.96	03/10/2026	100-529-601 Office Supplies	226
8649	NSB - BANKCARD CENTER	FEB 26	AMAZON; 2 HP 4-PACK TONER FOR WD OFFICE	02/28/2026	1,127.32	03/10/2026	510-810-601 Office Supplies	226
8649	NSB - BANKCARD CENTER	FEB 26	AMAZON; 1TB EXTERNAL HARD DRIVE FMC	02/28/2026	69.99	03/10/2026	100-425-600 General Supplies	226
8649	NSB - BANKCARD CENTER	FEB 26	B&L BACKFLOW; 40HR BACKFLOW CERT COURSE FOR J	02/28/2026	1,375.00	03/10/2026	510-810-580 Training	226
8649	NSB - BANKCARD CENTER	FEB 26	RALEY'S; STATE OF THE CITY 2026 SUPPLIES	02/28/2026	39.03	03/10/2026	100-412-600 General Supplies	226
8649	NSB - BANKCARD CENTER	FEB 26	AMAZON; THE FAST FORWARD MBA IN PROJECT MGMT	02/28/2026	7.88	03/10/2026	510-840-640 Books and Periodicals	226
8649	NSB - BANKCARD CENTER	FEB 26	NDEP; HWY 50 PROJECT SERVICE FEE	02/28/2026	30.05	03/10/2026	510-810-600 General Supplies	226
Total 8649:					13,996.31			
NV ENERGY								
167	NV ENERGY	12019 MAR 26	34596505012019 ACH	03/17/2026	5,548.32	04/02/2026	510-810-622 Electricity	326
167	NV ENERGY	13050 MAR 26	48768103613050 ACH	03/10/2026	1,959.02	03/26/2026	100-417-622 Electricity	326

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167	NV ENERGY	14319 MAR 26	34596405214319 ACH	03/08/2026	39.85	03/26/2026	100-575-622 Electricity	326
167	NV ENERGY	30037 MAR 26	34596403630037 ACH	03/17/2026	41.39	04/02/2026	100-576-622 Electricity	326
167	NV ENERGY	34991 MAR 26	34596407734991 ACH	03/11/2026	37.54	03/27/2026	510-810-622 Electricity	326
167	NV ENERGY	37594 MAR 26	80865904937594 ACH	03/11/2026	37.54	03/27/2026	100-475-622 Electricity	326
167	NV ENERGY	41110 MAR 26	82190403641110 ACH	03/06/2026	89.55	03/24/2026	520-810-622 Electricity	326
167	NV ENERGY	50573 MAR 26	34596508750573 ACH	03/10/2026	91.68	03/26/2026	100-417-622 Electricity	326
167	NV ENERGY	52067 MAR 26	82190407952067ACH	03/11/2026	120.75	03/27/2026	520-810-622 Electricity	326
167	NV ENERGY	65197 MAR 26	34596407565197 ACH	03/10/2026	37.54	03/26/2026	510-810-622 Electricity	326
167	NV ENERGY	67463 MAR 26	34596404867463 ACH	03/11/2026	97.82	03/27/2026	100-575-622 Electricity	326
167	NV ENERGY	68387 MAR 26	34596408268387 ACH	03/11/2026	37.54	03/27/2026	100-475-622 Electricity	326
167	NV ENERGY	84389 MAR 26	34596503684389 ACH	03/10/2026	235.05	03/26/2026	100-417-622 Electricity	326
167	NV ENERGY	98954 MAR 26	82190405098954 ACH	03/06/2026	2,386.97	03/24/2026	520-810-622 Electricity	326
	Total 167:				10,760.56			
OFFICE DEPOT								
133	OFFICE DEPOT	455991830001	Office supplies - stamp	03/06/2026	34.69		100-615-601 Office Supplies	326
133	OFFICE DEPOT	455996774001	Office supplies for City Attorney - 7 USB flash drives	03/05/2026	25.83		100-414-600 General Supplies	326
133	OFFICE DEPOT	460848900001	office supplies- 72 8GB USB's	03/06/2026	261.69		100-414-600 General Supplies	326
133	OFFICE DEPOT	462642886001	UT office supplies - 904 white index dividers	03/12/2026	4.61		520-810-601 Office Supplies	326
133	OFFICE DEPOT	462642886001	UT office supplies - 904 white index dividers	03/12/2026	4.64		510-810-601 Office Supplies	326
133	OFFICE DEPOT	462679857001	UB TONER INK	03/11/2026	396.99		520-810-601 Office Supplies	326
133	OFFICE DEPOT	462679857001	UB TONER INK	03/11/2026	396.99		510-810-601 Office Supplies	326
133	OFFICE DEPOT	462679858001	Storage bin with drawer	03/13/2026	28.24		520-810-601 Office Supplies	326
133	OFFICE DEPOT	462679858001	Storage bin with drawer	03/13/2026	28.25		510-810-601 Office Supplies	326
133	OFFICE DEPOT	462679859001	Office supplies - tape, organizer, Post-it notes	03/12/2026	25.23		520-810-601 Office Supplies	326
133	OFFICE DEPOT	462679859001	Office supplies - tape, organizer, Post-it notes	03/12/2026	25.23		510-810-601 Office Supplies	326
	Total 133:				1,232.39			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-402753	coolant cap for fleet F-450	03/19/2026	13.20		100-480-610 Automotive Supplies	326
	Total 6230:				13.20			
PACIFIC OFFICE AUTOMATION								
8929	PACIFIC OFFICE AUTOMATION	7R03056-15	Clerk	03/05/2026	695.88		100-416-550 Printing and Postage	326
8929	PACIFIC OFFICE AUTOMATION	7R03056-15	HR	03/05/2026	347.94		100-419-550 Printing and Postage	326
8929	PACIFIC OFFICE AUTOMATION	7R03056-15	City Manager	03/05/2026	347.94		100-413-550 Printing and Postage	326
8929	PACIFIC OFFICE AUTOMATION	7R03056-15	Main	03/05/2026	695.88		100-417-550 Printing and Postage	326
8929	PACIFIC OFFICE AUTOMATION	7R03056-15	Utilities	03/05/2026	347.94		510-810-550 Printing and Postage	326
8929	PACIFIC OFFICE AUTOMATION	7R03056-15	City Attorney	03/05/2026	695.88		100-414-550 Printing and Postage	326
8929	PACIFIC OFFICE AUTOMATION	7R03056-15	Utilities	03/05/2026	347.94		520-810-550 Printing and Postage	326
8929	PACIFIC OFFICE AUTOMATION	7R03056-15	FMC	03/05/2026	695.88		100-425-550 Printing and Postage	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8929	PACIFIC OFFICE AUTOMATION	7R03362-6	Utility Billing copy machine	03/05/2026	235.00		510-810-550 Printing and Postage	326
8929	PACIFIC OFFICE AUTOMATION	7R03362-6	Utility Billing copy machine	03/05/2026	235.00		520-810-550 Printing and Postage	326
8929	PACIFIC OFFICE AUTOMATION	7R03584-1	Utilities Billing Printer	03/05/2026	49.22		510-840-550 Printing and Postage	326
8929	PACIFIC OFFICE AUTOMATION	7R03584-1	Utilities Billing Printer	03/05/2026	49.22		510-810-550 Printing and Postage	326
8929	PACIFIC OFFICE AUTOMATION	7R03584-1	Utilities Billing Printer	03/05/2026	98.44		520-810-550 Printing and Postage	326
8929	PACIFIC OFFICE AUTOMATION	AR00100593	Bldg Lg Scanner	02/23/2026	49.92		100-605-441 Rentals	226
	Total 8929:				4,892.08			
PUBLIC EMPLOYEES RETIREMENT SYSTEM								
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	FEB 2026	#621 RETIREMENT CONTRIBUTIONS	02/28/2026	221,854.69	03/16/2026	100-216000 RETIREMENT PAYABLE	226
	Total 144:				221,854.69			
PURCHASE POWER								
3155	PURCHASE POWER	69812 MAR 26	POSTAGE - BUILDING	03/03/2026	2.00	03/30/2026	100-605-550 Printing and Postage	326
3155	PURCHASE POWER	69812 MAR 26	POSTAGE - FINANCE	03/03/2026	218.89	03/30/2026	100-415-550 Printing and Postage	326
3155	PURCHASE POWER	69812 MAR 26	POSTAGE - FERNLEY JUSTICE	03/03/2026	292.26	03/30/2026	100-126000 Intergovernmental Receivable	326
3155	PURCHASE POWER	69812 MAR 26	POSTAGE - PLANNING	03/03/2026	142.67	03/30/2026	100-610-550 Printing and Postage	326
3155	PURCHASE POWER	69812 MAR 26	POSTAGE - CLERK	03/03/2026	762.36	03/30/2026	100-416-550 Printing and Postage	326
3155	PURCHASE POWER	69812 MAR 26	POSTAGE - SEWER	03/03/2026	1.39	03/30/2026	520-810-550 Printing and Postage	326
3155	PURCHASE POWER	69812 MAR 26	POSTAGE - COURT	03/03/2026	308.35	03/30/2026	100-425-550 Printing and Postage	326
3155	PURCHASE POWER	69812 MAR 26	POSTAGE - ANIMAL CONTROL	03/03/2026	65.98	03/30/2026	100-525-550 Printing and Postage	326
3155	PURCHASE POWER	69812 MAR 26	POSTAGE - WATER	03/03/2026	116.95	03/30/2026	510-810-550 Printing and Postage	326
3155	PURCHASE POWER	69812 MAR 26	POSTAGE - CITY MANAGER	03/03/2026	30.93	03/30/2026	100-413-550 Printing and Postage	326
3155	PURCHASE POWER	69812 MAR 26	POSTAGE - CITY ATTORNEY	03/03/2026	50.21	03/30/2026	100-414-550 Printing and Postage	326
	Total 3155:				1,991.99			
PYE-BARKER FIRE & SAFETY COMPANY								
8814	PYE-BARKER FIRE & SAFETY COMPANY	8000376	Quarterly Maintenance/Monitoring	04/01/2026	461.01		100-417-430 Outside Serv-Repair & Maint	426
	Total 8814:				461.01			
RENOWN HEALTH								
190	RENOWN HEALTH	4966575	MRN 0948577	03/09/2026	40.00	03/20/2026	100-425-322 Prof Serv-Other	326
190	RENOWN HEALTH	4966575	MRN 5098436	03/09/2026	40.00	03/20/2026	510-810-322 Prof Serv-Other	326
190	RENOWN HEALTH	4966575	MRN 3120110	03/09/2026	17.81	03/20/2026	520-810-322 Prof Serv-Other	326
190	RENOWN HEALTH	4966575	MRN 3120110	03/09/2026	79.65	03/20/2026	100-419-322 Prof Serv-Other	326
190	RENOWN HEALTH	4966575	MRN 3120110	03/09/2026	33.54	03/20/2026	510-810-322 Prof Serv-Other	326
	Total 190:				211.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	26-0360	Water rights services - meetings and email coordination, appli	03/16/2026	3,159.00	03/20/2026	510-810-698 Water Rights Protection	326
8602	RESOURCE CONCEPTS	26-0361	Water rights services - irrigation lease program review and te	03/16/2026	3,307.50	03/20/2026	510-810-698 Water Rights Protection	326
	Total 8602:				6,466.50			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	26030621	ARMORED SERVICES-WATER	03/10/2026	242.58	03/20/2026	510-810-342 Tech Services-Other	326
8629	SECTRAN SECURITY, INC.	26030621	ARMORED SERVICES-GF	03/10/2026	242.57	03/20/2026	100-415-322 Prof Serv-Other	326
8629	SECTRAN SECURITY, INC.	26030621	ARMORED SERVICES-SEWER	03/10/2026	242.58	03/20/2026	520-810-342 Tech Services-Other	326
	Total 8629:				727.73			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	187697	TWR1 Rehabilitation	12/31/2025	5,720.00		510-166100 Construction In Progress	1225
1897	SHAW ENGINEERING	187698	WWTP RFQ Support - PER Review and Project Kickoff	12/31/2025	1,567.50		520-166100 Construction In Progress	1225
1897	SHAW ENGINEERING	187699	WTP Water Hammer Analysis	12/31/2025	3,750.00		510-166100 Construction In Progress	1225
1897	SHAW ENGINEERING	187700	WTP MFRF Improvements	12/31/2025	3,175.00		510-166100 Construction In Progress	1225
1897	SHAW ENGINEERING	187703	Hwy 50 Looping Main Modeling	12/31/2025	420.00		510-166100 Construction In Progress	1225
1897	SHAW ENGINEERING	187708	Ricci Tank 2 Design & Tank 1 Recoat	12/31/2025	1,527.00		510-166100 Construction In Progress	1225
1897	SHAW ENGINEERING	187711	WTP Tank Design	12/31/2025	730.53		510-166100 Construction In Progress	1225
1897	SHAW ENGINEERING	187823	WTP Chemical System Upgrades - Design Phase	02/28/2026	255.00		510-840-430 Outside Serv-Repair & Maint	226
1897	SHAW ENGINEERING	187838	WTP MFRF Improvements	02/28/2026	3,655.00		510-810-320 Prof Serv-Engineering	226
1897	SHAW ENGINEERING	187839	WTP Water Hammer Analysis	02/28/2026	4,142.50		510-166100 Construction In Progress	226
1897	SHAW ENGINEERING	187840	TWR1 Rehabilitation	02/28/2026	4,300.00		510-166100 Construction In Progress	226
1897	SHAW ENGINEERING	187841	Support to Write RFQ for WWTP	02/28/2026	6,142.50		520-810-320 Prof Serv-Engineering	226
	Total 1897:				35,385.03			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN340027	Quarterly DBP samples	03/16/2026	1,020.00		510-810-423 Outside Serv-Analytical	326
7856	SILVER STATE ANALYTICAL LABORATORIES	RN340100	WWTP Samples	03/18/2026	202.00		520-810-423 Outside Serv-Analytical	326
	Total 7856:				1,222.00			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	29586 MAR 26	910005029586 ACH	03/19/2026	30.24	04/07/2026	520-810-621 Natural Gas	326
204	SOUTHWEST GAS CORP	86744 MAR 26	910001086744 ACH	03/16/2026	1,857.74	04/06/2026	510-840-621 Natural Gas	326
	Total 204:				1,887.98			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	MAR 2026-2	CHILD SUPPORT	03/20/2026	319.84	03/20/2026	100-219900 OTHER PAYROLL PAYABLES	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 176:				319.84			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2026400100810	PS sodium hypochlorite	03/09/2026	10,890.00	03/20/2026	510-840-617 Chemical Supplies	326
	Total 8646:				10,890.00			
U S POSTAL SERVICE								
7344	U S POSTAL SERVICE	APR 2026	PREPAID POSTAGE FOR IN-HOUSE BILLING	04/01/2026	2,250.00		520-810-550 Printing and Postage	426
7344	U S POSTAL SERVICE	APR 2026	PREPAID POSTAGE FOR IN-HOUSE BILLING	04/01/2026	2,250.00		510-810-550 Printing and Postage	426
	Total 7344:				4,500.00			
UNITED CENTRAL INDUSTRIAL SUPPLY								
8676	UNITED CENTRAL INDUSTRIAL SUPPLY	3096678	New Hoses for water truck	03/16/2026	345.87		100-475-600 General Supplies	326
	Total 8676:				345.87			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00987440	Valve box keys and replacement sample cells for Hach Pocke	03/11/2026	466.38	03/20/2026	510-810-614 Shop Supplies	326
464	USA BLUEBOOK	INV00987681	ANSI Class 2 mesh safety vests - water dept	03/11/2026	178.30	03/20/2026	510-810-616 Safety Supplies	326
	Total 464:				644.68			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	6137364118	City Treasurer	03/01/2026	64.15	03/20/2026	100-415-530 Communications	326
8495	VERIZON WIRELESS	6137364118	Streets	03/01/2026	52.05	03/20/2026	100-475-530 Communications	326
8495	VERIZON WIRELESS	6137364118	Engineering	03/01/2026	168.84	03/20/2026	100-529-530 Communications	326
8495	VERIZON WIRELESS	6137364118	WTP	03/01/2026	349.35	03/20/2026	510-840-530 Communications	326
8495	VERIZON WIRELESS	6137364118	City Attorney	03/01/2026	240.06	03/20/2026	100-414-530 Communications	326
8495	VERIZON WIRELESS	6137364118	FMC	03/01/2026	56.20	03/20/2026	100-425-530 Communications	326
8495	VERIZON WIRELESS	6137364118	Vector Control	03/01/2026	92.06	03/20/2026	100-528-530 Communications	326
8495	VERIZON WIRELESS	6137364118	Water Dist	03/01/2026	372.97	03/20/2026	510-810-530 Communications	326
8495	VERIZON WIRELESS	6137364118	Mayor/Council	03/01/2026	220.30	03/20/2026	100-412-530 Communications	326
8495	VERIZON WIRELESS	6137364118	Facilities	03/01/2026	385.51	03/20/2026	100-417-530 Communications	326
8495	VERIZON WIRELESS	6137364118	Fleet	03/01/2026	52.05	03/20/2026	100-480-530 Communications	326
8495	VERIZON WIRELESS	6137364118	Parks	03/01/2026	20.14	03/20/2026	100-575-530 Communications	326
8495	VERIZON WIRELESS	6137364118	Sewer	03/01/2026	528.52	03/20/2026	520-810-530 Communications	326
8495	VERIZON WIRELESS	6137364118	City Manager	03/01/2026	69.86	03/20/2026	100-413-530 Communications	326
8495	VERIZON WIRELESS	6137364118	IT	03/01/2026	168.27	03/20/2026	100-418-530 Communications	326
8495	VERIZON WIRELESS	6137364118	Animal Control	03/01/2026	144.11	03/20/2026	100-525-530 Communications	326
8495	VERIZON WIRELESS	6137364118	Building	03/01/2026	286.25	03/20/2026	100-605-530 Communications	326
8495	VERIZON WIRELESS	6137364118	Code Enforcement	03/01/2026	77.86	03/20/2026	100-615-530 Communications	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8495	VERIZON WIRELESS	6137456116	Router Waste Water 2/2-3/1/26	03/01/2026	40.01	03/20/2026	520-810-530 Communications	326
	Total 8495:				3,388.56			
VESTIS								
1895	VESTIS	5980362502	floor mat service	03/10/2026	32.85		510-810-420 Outside Services	326
1895	VESTIS	5980364051	PS custodial supplies	03/17/2026	171.73		510-840-420 Outside Services	326
1895	VESTIS	5980364059	shirt contract	03/17/2026	94.37		100-480-420 Outside Services	326
1895	VESTIS	5980364060	shop mat service	03/17/2026	123.23		100-475-420 Outside Services	326
1895	VESTIS	5980364061	Clothing/Floor mats	03/17/2026	71.22		100-475-420 Outside Services	326
1895	VESTIS	5980364062	floor mat service	03/17/2026	34.07		510-810-420 Outside Services	326
1895	VESTIS	5980364064	Floor Mats	03/17/2026	225.32		100-417-420 Outside Services	326
1895	VESTIS	5980365609	shirt contract	03/24/2026	94.37		100-480-420 Outside Services	326
	Total 1895:				847.16			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	MAR 2026-2	ROTH IRA	03/20/2026	190.00	03/20/2026	100-215000 457 PAYABLE	326
8591	VOYA FINANCIAL	MAR 2026-2	DEFERRED COMPENSATION, 457	03/20/2026	4,847.30	03/20/2026	100-215000 457 PAYABLE	326
	Total 8591:				5,037.30			
WAGNER, CODY								
9013	WAGNER, CODY	21126	PLANNING COMMISSION STIPEND	02/11/2026	80.00	03/20/2026	100-610-322 Prof Serv-Other	226
	Total 9013:				80.00			
WEDCO								
3350	WEDCO	S100231021.001	PS electrical conduit, strut, clamps and SS box	03/24/2026	393.39		510-840-614 Shop Supplies	326
3350	WEDCO	S100231021.001	PS electrical conduit, strut, clamps and SS box	03/24/2026	786.77		520-810-614 Shop Supplies	326
3350	WEDCO	S100231021.001	PS electrical conduit, strut, clamps and SS box	03/24/2026	393.38		510-810-614 Shop Supplies	326
3350	WEDCO	S100232222.001	PS emergency compressor electrical fuses	03/16/2026	138.10		510-840-614 Shop Supplies	326
	Total 3350:				1,711.64			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2603-152455	gloves	03/12/2026	136.00		510-810-616 Safety Supplies	326
8571	WESTERN INDUSTRIAL PARTS, INC.	2603-153215	VORTEX-POINT mechanics length drill index FOR KORDELL	03/19/2026	83.17		510-810-614 Shop Supplies	326
8571	WESTERN INDUSTRIAL PARTS, INC.	2603-153215	VORTEX-POINT mechanics length drill index FOR KORDELL	03/19/2026	166.35		520-810-614 Shop Supplies	326
8571	WESTERN INDUSTRIAL PARTS, INC.	2603-153215	VORTEX-POINT mechanics length drill index FOR KORDELL	03/19/2026	83.18		510-840-614 Shop Supplies	326
	Total 8571:				468.70			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	12158208	PS fire extinguisher stickers	03/12/2026	35.00		510-840-614 Shop Supplies	326
195	WESTERN NEVADA SUPPLY CO.	12158219	PS 3/4 x 10FT SS braid PTFE hose MNPT x MNPT	03/12/2026	256.22		510-840-614 Shop Supplies	326
195	WESTERN NEVADA SUPPLY CO.	12158225	PS MF Rack Pressure Gauges	03/19/2026	541.48		510-840-614 Shop Supplies	326
195	WESTERN NEVADA SUPPLY CO.	12162317	bin stock brass nipples, meter setters, couplings, and fittings	03/13/2026	4,524.46		510-810-613 Meter Service Supplies	326
195	WESTERN NEVADA SUPPLY CO.	12164657	PS chain wrenches	03/12/2026	376.44		510-840-614 Shop Supplies	326
195	WESTERN NEVADA SUPPLY CO.	12174951	Sprinklers	03/17/2026	827.32		100-575-600 General Supplies	326
	Total 195:				6,560.92			
WIGREN, LEAH								
9117	WIGREN, LEAH	I (One)	Indigent services 24CR16 Ono, Joshua 5/31/24-10/6/2025	02/12/2026	10,939.78	03/20/2026	100-413-315 Prof Serv-Conflict Council	226
	Total 9117:				10,939.78			
WILLIAMS, BARRY REGINALD								
9018	WILLIAMS, BARRY REGINALD	21126	PLANNING COMMISSION STIPEND	02/11/2026	80.00	03/20/2026	100-610-322 Prof Serv-Other	226
	Total 9018:				80.00			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	201778	Federal Lands Conveyance Services thru 02/28/2026	02/28/2026	1,755.00	03/20/2026	100-413-322 Prof Serv-Other	226
2454	WOOD RODGERS, INC.	201779	City of Fernley Corridor Action Plan	02/28/2026	8,958.75	03/20/2026	100-475-320 Prof Serv-Engineering	226
	Total 2454:				10,713.75			
	Grand Totals:				757,125.97			

Dated: _____

Mayor: _____

City Treasurer: _____

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

Report Criteria:

Detail report.

Invoice detail records above $0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

Report Criteria:
Detail report.
Invoice detail records above $0 included.
Paid and unpaid invoices included.
Vendor.Vendor Number = {<>} 2201

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
A & K EARTH MOVERS, INC.								
304	A & K EARTH MOVERS, INC.	10294	WedgeLn-EmergencyRoadReconstruct	11/14/2025	240,700.00		510-810-430 Outside Serv-Repair & Maint	1125
Total 304:					240,700.00			
ADAPCO, INC								
1751	ADAPCO, INC	SI301003123	Mosquito Insecticide	02/19/2026	9,197.06	03/06/2026	100-528-617 Chemical Supplies	226
1751	ADAPCO, INC	SI301003150	Mosquito Larvicide	02/25/2026	9,552.94	03/06/2026	100-528-617 Chemical Supplies	226
Total 1751:					18,750.00			
ALL AMERICAN LOCK & SAFE INC								
9109	ALL AMERICAN LOCK & SAFE INC	46814	Padlocks/Rekey	03/02/2026	586.92	03/06/2026	100-575-420 Outside Services	326
Total 9109:					586.92			
ALTITUDE SIGNAL, LLC								
8680	ALTITUDE SIGNAL, LLC	I004339	MMU changeouts/replacements and Testing	03/03/2026	5,690.00	03/06/2026	100-475-422 Outside Serv-Traf Light Maint	326
Total 8680:					5,690.00			
AQUA BACKFLOW, INC								
8934	AQUA BACKFLOW, INC	2026-0074	BACKFLOW PROGRAM SERVICES	03/03/2026	294.50		510-810-320 Prof Serv-Engineering	326
Total 8934:					294.50			
AT&T								
13	AT&T	98670 FEB 26	775-786-2229 867 0	02/20/2026	1,429.32	03/16/2026	100-417-530 Communications	226
Total 13:					1,429.32			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	49929	BATTERIES FOR FLEET	02/20/2026	314.00	03/06/2026	100-480-610 Automotive Supplies	226
Total 8868:					314.00			
AUTOZONE STORES LLC								
4473	AUTOZONE STORES LLC	3742502853	fuse assortment for fleet	03/04/2026	42.03		100-480-610 Automotive Supplies	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 4473:				42.03			
B & L BACKFLOW TESTING SPECIALISTS								
1419	B & L BACKFLOW TESTING SPECIALISTS	35252 - Ferley	PS backflow testing	12/30/2025	1,250.00		510-840-430 Outside Serv-Repair & Maint	1225
	Total 1419:				1,250.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	23771/5	Key, Water, Fuel Mix, Aersol, tape measure, screw driver, ha	02/24/2026	180.66	03/06/2026	100-575-600 General Supplies	226
20	BIG R OF FERNLEY	23774/5	Tarp	02/25/2026	21.98	03/06/2026	100-417-600 General Supplies	226
20	BIG R OF FERNLEY	23776/5	Valve Box	02/25/2026	7.99	03/06/2026	100-575-600 General Supplies	226
20	BIG R OF FERNLEY	23777/5	rope for aerator maintenance	02/25/2026	73.98	03/06/2026	520-810-614 Shop Supplies	226
20	BIG R OF FERNLEY	23783/5	irrigation Supplies/ clamps/ glue	02/26/2026	62.72	03/06/2026	100-575-600 General Supplies	226
20	BIG R OF FERNLEY	23786/5	PIN FOR FLEET	02/26/2026	13.76	03/06/2026	100-480-610 Automotive Supplies	226
20	BIG R OF FERNLEY	23800/5	PVC	02/27/2026	19.95	03/06/2026	100-575-600 General Supplies	226
20	BIG R OF FERNLEY	23815/5	Bolt Fasteners	03/02/2026	63.84	03/06/2026	520-810-600 General Supplies	326
20	BIG R OF FERNLEY	23819/5	Tie Wire	03/04/2026	10.99	03/06/2026	100-575-600 General Supplies	326
20	BIG R OF FERNLEY	23824/5	Sponge, tape	03/05/2026	24.54	03/06/2026	100-417-600 General Supplies	326
20	BIG R OF FERNLEY	23831/5	PVC fittings	03/05/2026	108.63		520-810-600 General Supplies	326
20	BIG R OF FERNLEY	23833/5	Propane Fittings/regualtor	03/06/2026	52.94		100-475-600 General Supplies	326
20	BIG R OF FERNLEY	23834/5	Galvanized pipe fittings/clamps	03/06/2026	36.32		100-475-600 General Supplies	326
20	BIG R OF FERNLEY	23835/5	Propane Hose	03/06/2026	41.99		100-475-600 General Supplies	326
20	BIG R OF FERNLEY	23844/5	Screw driver set, outlet, wall plate	03/09/2026	46.96		100-575-600 General Supplies	326
20	BIG R OF FERNLEY	23845/5	GFCI Outlet	03/09/2026	18.99		100-575-600 General Supplies	326
20	BIG R OF FERNLEY	23848/5	Gloves	03/10/2026	85.79		100-475-616 Safety Supplies	326
20	BIG R OF FERNLEY	23849/5	SPRINKLER FOR SHOP	03/10/2026	6.99		100-480-600 General Supplies	326
20	BIG R OF FERNLEY	23850/5	Nails, spray bottle, screws	03/10/2026	21.53		100-575-600 General Supplies	326
20	BIG R OF FERNLEY	23852/5	Blue dye, trailer plugs, wire	03/10/2026	134.96		100-475-600 General Supplies	326
	Total 20:				1,035.51			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	20326-1	Window Envelopes for CCO	02/12/2026	530.00	03/06/2026	100-416-600 General Supplies	226
6970	BOB'S PRINTING AND SIGNAGE	211263-3	Name Plate and holder Rachael Goetz	03/03/2026	66.44		100-416-550 Printing and Postage	326
6970	BOB'S PRINTING AND SIGNAGE	21826-1	Marshal Potichkin Business Cards	03/03/2026	78.57		100-425-550 Printing and Postage	326
6970	BOB'S PRINTING AND SIGNAGE	22026-3	SOC Boards	02/24/2026	200.00	03/06/2026	100-412-550 Printing and Postage	226
6970	BOB'S PRINTING AND SIGNAGE	22726-1	Poster Boards for Code Enforcement Open Houses	03/10/2026	120.00		100-615-550 Printing and Postage	326
	Total 6970:				995.01			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	11354863	Bi folds, trash bags, cleaning supplies	02/27/2026	884.15	03/06/2026	100-417-612 Building Maint Supplies	226

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 8837:				884.15			
BUILDING CODE SOLUTIONS INC								
9099	BUILDING CODE SOLUTIONS INC	2099	Plan review services for Home2Suites, BP26-019 Pilot Travel	03/04/2026	23,965.80	03/06/2026	100-605-420 Outside Services	326
	Total 9099:				23,965.80			
BURROFF AND ASSOCIATES LTD								
9118	BURROFF AND ASSOCIATES LTD	2982607	Alex Potichkin - Physical	02/23/2026	635.00		100-425-322 Prof Serv-Other	226
9118	BURROFF AND ASSOCIATES LTD	2995930	Dan Lynch - Physical	02/23/2026	675.00		100-425-322 Prof Serv-Other	226
	Total 9118:				1,310.00			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	A135L8J	Brother printer-Finance Carrick	03/05/2026	552.89		100-415-605 Minor Equipment	326
27	CDW GOVERNMENT INC.	AH9T161	Power adapter	02/09/2026	62.04	03/06/2026	100-414-600 General Supplies	226
27	CDW GOVERNMENT INC.	AI1AX4C	2 DockingStations Brenda and Aaron	02/12/2026	210.36	03/06/2026	520-810-605 Minor Equipment	226
27	CDW GOVERNMENT INC.	AI1AX4C	2 DockingStations Brenda and Aaron	02/12/2026	105.18	03/06/2026	510-840-605 Minor Equipment	226
27	CDW GOVERNMENT INC.	AI1AX4C	2 DockingStations Brenda and Aaron	02/12/2026	105.18	03/06/2026	510-810-605 Minor Equipment	226
27	CDW GOVERNMENT INC.	AI1CR8A	2 Monitors: Brenda and Aaron	02/12/2026	191.41	03/06/2026	520-810-605 Minor Equipment	226
27	CDW GOVERNMENT INC.	AI1CR8A	2 Monitors: Brenda and Aaron	02/12/2026	95.71	03/06/2026	510-840-605 Minor Equipment	226
27	CDW GOVERNMENT INC.	AI1CR8A	2 Monitors: Brenda and Aaron	02/12/2026	95.70	03/06/2026	510-810-605 Minor Equipment	226
	Total 27:				1,418.47			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	156824401022126	24401 2/28-3/27/26 355 Cottonwood	02/21/2026	129.98	03/06/2026	100-417-530 Communications	226
	Total 4479:				129.98			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	2/2026	FINANCE-CREDIT CARD PROCESSING FEES 6291058	02/28/2026	90.85	02/28/2026	100-415-609 Credit Card Fees	226
8637	CHASE PAYMENTECH MERCHANT SERVICES	2/2026	WATER-CREDIT CARD PROCESSING FEES 6181757	02/28/2026	3,271.92	02/28/2026	510-810-609 Credit Card Fees	226
8637	CHASE PAYMENTECH MERCHANT SERVICES	2/2026	SEWER-CREDIT CARD PROCESSING FEES 6181757	02/28/2026	3,271.92	02/28/2026	520-810-609 Credit Card Fees	226
8637	CHASE PAYMENTECH MERCHANT SERVICES	2/2026	FINANCE-CREDIT CARD PROCESSING FEES 6291057	02/28/2026	1,025.75	02/28/2026	100-415-609 Credit Card Fees	226
	Total 8637:				7,660.44			
CPS HR CONSULTING								
9097	CPS HR CONSULTING	17897	CM Recruitment Contract Services 8/3-8/30/25	09/23/2025	10,000.00	03/06/2026	100-413-322 Prof Serv-Other	925
	Total 9097:				10,000.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
DOWL, LLC								
8931	DOWL, LLC	7363.30583.01-20	Planning Review Services	03/06/2026	1,578.00		100-610-320 Prof Serv-Engineering	326
	Total 8931:				1,578.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	22626	REIMB FOR CDL RENEWAL- J. LASSEN	02/26/2026	111.50	02/27/2026	520-810-642 Licenses and Permits	226
8639	EMPLOYEES, CITY OF FERNLEY	30326	REIMB FOR VISUAL COMMUNICATION & DESIGN CLASS	03/03/2026	1,026.00	03/06/2026	100-413-580 Training	326
8639	EMPLOYEES, CITY OF FERNLEY	3926	REIMB FOR COLLECTIONS CERT RENEWAL D. POGTIS	03/09/2026	130.00		520-810-642 Licenses and Permits	326
	Total 8639:				1,267.50			
FASTENAL COMPANY								
4860	FASTENAL COMPANY	NVFER55347	Aerator cable clamps	03/09/2026	145.28		520-810-614 Shop Supplies	326
	Total 4860:				145.28			
FERNLEY CHAMBER OF COMMERCE								
513	FERNLEY CHAMBER OF COMMERCE	7361	CMO - Laltick 3/4 Chamber Luncheon	03/02/2026	25.00	03/06/2026	100-413-582 Travel	326
513	FERNLEY CHAMBER OF COMMERCE	7361	Mayor 3/4 Chamber Luncheon	03/02/2026	25.00	03/06/2026	100-412-582 Travel	326
513	FERNLEY CHAMBER OF COMMERCE	7361	Ward 1 3/4 Chamerb Luncheon	03/02/2026	25.00	03/06/2026	100-412-582 Travel	326
	Total 513:				75.00			
FERNLEY HIGH SCHOOL RODEO CLUB								
8404	FERNLEY HIGH SCHOOL RODEO CLUB	3042026	REIMB FOR PLANNING/ ZONING ADMIN FEE	03/02/2026	89.00	03/06/2026	100-320-210 Planning and Zoning Fees	326
8404	FERNLEY HIGH SCHOOL RODEO CLUB	3042026	REIMB FOR PARK USER FEE	03/02/2026	630.00	03/06/2026	245-360-700 Park Rental Fees	326
	Total 8404:				719.00			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-4538318	GASOLINE-WTP	02/28/2026	60.79		510-840-626 Gasoline	226
18	FLYERS ENERGY, LLC	CFS-4538318	GASOLINE-ANIMAL CONTROL	02/28/2026	271.92		100-525-626 Gasoline	226
18	FLYERS ENERGY, LLC	CFS-4538318	GASOLINE-WW	02/28/2026	901.20		520-810-626 Gasoline	226
18	FLYERS ENERGY, LLC	CFS-4538318	GASOLINE-BUILDING	02/28/2026	166.60		100-605-626 Gasoline	226
18	FLYERS ENERGY, LLC	CFS-4538318	GASOLINE-PARKS	02/28/2026	348.85		100-575-626 Gasoline	226
18	FLYERS ENERGY, LLC	CFS-4538318	GASOLINE-STREETS	02/28/2026	1,279.44		100-475-626 Gasoline	226
18	FLYERS ENERGY, LLC	CFS-4538318	GASOLINE-CODE ENFORCEMENT	02/28/2026	104.05		100-615-626 Gasoline	226
18	FLYERS ENERGY, LLC	CFS-4538318	GASOLINE-WD	02/28/2026	1,154.25		510-810-626 Gasoline	226
18	FLYERS ENERGY, LLC	CFS-4538318	GASOLINE-FLEET	02/28/2026	92.03		100-480-626 Gasoline	226
18	FLYERS ENERGY, LLC	CFS-4538318	GASOLINE-FACILITIES	02/28/2026	348.84		100-417-626 Gasoline	226
	Total 18:				4,727.97			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0656	Lobbyist Contract March-26	03/01/2026	5,800.00	03/06/2026	100-413-322 Prof Serv-Other	326
	Total 8869:				5,800.00			
GRAINGER								
252	GRAINGER	9835494858	PS shop tools and office supplies	03/09/2026	641.36		510-840-614 Shop Supplies	326
	Total 252:				641.36			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	737326786	COMMUNICATIONS FEB 2026	03/01/2026	238.46	03/08/2026	100-417-530 Communications	326
	Total 8838:				238.46			
GREEN SCENE LANDSCAPING								
8658	GREEN SCENE LANDSCAPING	3084	Turf Consult	03/02/2026	250.00	03/06/2026	100-575-420 Outside Services	326
	Total 8658:				250.00			
GUNDERSON LAW FIRM								
9105	GUNDERSON LAW FIRM	99652	outside legal criminal	12/01/2025	3,330.00	03/06/2026	100-414-310 Prof Serv-Legal	1225
	Total 9105:				3,330.00			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	76683	TOOLS FOR FLEET	02/25/2026	59.68	03/06/2026	100-480-600 General Supplies	226
	Total 8987:				59.68			
HACH COMPANY								
406	HACH COMPANY	14903528	PS lab supplies	03/06/2026	153.30		510-840-614 Shop Supplies	326
	Total 406:				153.30			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111974	Misc. Service Labor	02/18/2026	145.00	03/06/2026	100-615-420 Outside Services	226
70	HANNEMAN SERVICE	14728	Datsun Truck bed trailer	02/18/2026	55.00	03/06/2026	100-615-420 Outside Services	226
	Total 70:				200.00			
HUCK SALT INC.								
79	HUCK SALT INC.	C25946	Road Salt	03/10/2026	2,865.59		100-475-420 Outside Services	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 79:				2,865.59			
IBEW Local 1245								
83	IBEW Local 1245	MAR 2026-1	UNION DUES, ONE HALF OF MONTH	03/06/2026	1,802.67	03/06/2026	100-219900 OTHER PAYROLL PAYABLES	326
	Total 83:				1,802.67			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	MAR 2026-1	MED TAX PAYABLE, PAYROLL	03/06/2026	8,388.00	03/06/2026	100-211000 FICA PAYABLE	326
7879	INTERNAL REVENUE SERVICE	MAR 2026-1	W/HOLD TAX PAYABLE, PAYROLL	03/06/2026	31,191.49	03/06/2026	100-212000 FEDERAL WITHHOLDING PAYAB	326
7879	INTERNAL REVENUE SERVICE	MAR 2026-1	FICA TAX PAYABLE, PAYROLL	03/06/2026	145.04	03/06/2026	100-211000 FICA PAYABLE	326
	Total 7879:				39,724.53			
INTERNATIONAL CODE COUNCIL								
617	INTERNATIONAL CODE COUNCIL	1002236824	2024 Loose leaf IBC and IRC	02/25/2026	383.50	03/06/2026	100-605-640 Books and Periodicals	226
617	INTERNATIONAL CODE COUNCIL	1002237505	2024 IFC PDF Book	02/25/2026	104.00	03/06/2026	100-605-640 Books and Periodicals	226
	Total 617:				487.50			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	897100-IN	OIL FOR FLEET	02/25/2026	372.72	03/06/2026	100-480-610 Automotive Supplies	226
4329	INTERSTATE OIL COMPANY	897101-IN	WASHER FUILD FOR FLEET	03/02/2026	215.66	03/06/2026	100-480-610 Automotive Supplies	326
	Total 4329:				588.38			
INTERWEST CONSULTING GROUP, INC								
9035	INTERWEST CONSULTING GROUP, INC	3396491	Outside service for assistance rewriting the code enforcement	02/28/2026	2,680.00		100-615-420 Outside Services	226
	Total 9035:				2,680.00			
ISOLVED INC								
8862	ISOLVED INC	1152008981	Cobra B Marchant	03/03/2026	33.76	03/06/2026	100-413-322 Prof Serv-Other	326
	Total 8862:				33.76			
JUB ENGINEERS, INC								
8846	JUB ENGINEERS, INC	193541	Waterline Design: Cedar Street Reconstruction	02/18/2026	33,416.25	03/06/2026	510-166100 Construction In Progress	226
	Total 8846:				33,416.25			
KIMLEY-HORN AND ASSOCIATES, INC.								
8715	KIMLEY-HORN AND ASSOCIATES, INC.	192100009-0226	South Area Plan	02/28/2026	10,309.59		100-610-322 Prof Serv-Other	226

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8715	KIMLEY-HORN AND ASSOCIATES, INC.	34985801	CIP/Impact Fee Study	02/28/2026	4,736.62		100-610-322 Prof Serv-Other	226
8715	KIMLEY-HORN AND ASSOCIATES, INC.	34985802	Infrastructure Plan	02/28/2026	8,500.00		100-610-322 Prof Serv-Other	226
	Total 8715:				23,546.21			
LEHR AUTO								
9074	LEHR AUTO	SI129515	BLUE LIGHTS FOR FLEET	02/23/2026	1,327.20	03/06/2026	100-480-610 Automotive Supplies	226
	Total 9074:				1,327.20			
LICKETY SPLIT EXPRESS WASH, LLC								
9051	LICKETY SPLIT EXPRESS WASH, LLC	#1 PW JAN 26	1 truck wash	01/31/2026	11.00		100-417-420 Outside Services	126
9051	LICKETY SPLIT EXPRESS WASH, LLC	#10 BLD FEB 26	1 car wash	02/28/2026	11.00		100-605-420 Outside Services	226
9051	LICKETY SPLIT EXPRESS WASH, LLC	#10 BLD JAN 26	3 car washes	01/31/2026	33.00		100-605-420 Outside Services	126
9051	LICKETY SPLIT EXPRESS WASH, LLC	#12 COURT FEB 26	1 car wash	02/28/2026	11.00		100-425-322 Prof Serv-Other	226
9051	LICKETY SPLIT EXPRESS WASH, LLC	#12 COURT JAN 26	1 car wash	01/31/2026	11.00		100-425-322 Prof Serv-Other	126
9051	LICKETY SPLIT EXPRESS WASH, LLC	#13 UTIL BILL JAN 26	2 truck washes	01/31/2026	22.00		510-810-420 Outside Services	126
9051	LICKETY SPLIT EXPRESS WASH, LLC	#15 CITY HALL 6001 JAN	3 car washes	01/31/2026	33.00		100-417-420 Outside Services	126
9051	LICKETY SPLIT EXPRESS WASH, LLC	#3 STREETS JAN 26	1 truck wash	01/31/2026	11.00		100-475-420 Outside Services	126
9051	LICKETY SPLIT EXPRESS WASH, LLC	#4 WD FEB 26	6 Truck washes	02/28/2026	66.00		510-810-420 Outside Services	226
9051	LICKETY SPLIT EXPRESS WASH, LLC	#4 WD JAN 26	5 Truck washes	01/31/2026	60.00		510-810-420 Outside Services	126
9051	LICKETY SPLIT EXPRESS WASH, LLC	#8 WW FEB 26	1 truck wash	02/28/2026	11.00		520-810-420 Outside Services	226
9051	LICKETY SPLIT EXPRESS WASH, LLC	#8 WW JAN 26	2 truck washes	01/31/2026	22.00		520-810-420 Outside Services	126
9051	LICKETY SPLIT EXPRESS WASH, LLC	#9 WTP JAN 26	2 truck washes	01/31/2026	22.00		510-840-420 Outside Services	126
	Total 9051:				324.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	71432	Head works paint and shop supplies	02/20/2026	170.09	03/06/2026	510-810-614 Shop Supplies	226
7650	LOWES CREDIT SERVICES	76824	1 / 2-IN PIPE CLAMP,SIGMA 1 / 2-IN LQT IRON 90-,SIGMA 1	02/23/2026	34.20	03/06/2026	510-840-600 General Supplies	226
7650	LOWES CREDIT SERVICES	76824	HBL 1G METAL 4-HOLE 1 / 2-I,1 / 2-IN PIPE CLAMP, SIGMA	02/23/2026	34.19	03/06/2026	510-810-600 General Supplies	226
7650	LOWES CREDIT SERVICES	76824	1 / 2-IN EMT CONDUIT 10-FT,RB 7 / 16-IN X 100-FT, HBL 1G	02/23/2026	68.39	03/06/2026	520-810-600 General Supplies	226
7650	LOWES CREDIT SERVICES	78561	4CT Vent Wrapt - Kordell	02/24/2026	9.81	03/06/2026	510-840-600 General Supplies	226
7650	LOWES CREDIT SERVICES	78561	Lock - Kordell	02/24/2026	9.81	03/06/2026	510-840-600 General Supplies	226
7650	LOWES CREDIT SERVICES	78561	KT Pliers Kit 2 pc pump	02/24/2026	19.62	03/06/2026	520-810-600 General Supplies	226
7650	LOWES CREDIT SERVICES	80490	Grease guns for new vaccon	02/25/2026	75.92	03/06/2026	510-810-600 General Supplies	226
7650	LOWES CREDIT SERVICES	81630	Floor paint and head work paint for well houses	02/26/2026	420.12	03/06/2026	510-810-614 Shop Supplies	226
7650	LOWES CREDIT SERVICES	82019	PS Shelf Reinforcement and cleaning supplies	02/26/2026	106.98		510-840-614 Shop Supplies	226
7650	LOWES CREDIT SERVICES	86007	Supplies to be used in project for WWTP, WTP, and WD	02/10/2026	6.06	03/06/2026	510-810-600 General Supplies	226
7650	LOWES CREDIT SERVICES	86007	Supplies to be used in project for WWTP, WTP, and WD	02/10/2026	12.12	03/06/2026	520-810-600 General Supplies	226
7650	LOWES CREDIT SERVICES	86007	Supplies to be used in project for WWTP, WTP, and WD	02/10/2026	6.06	03/06/2026	510-840-600 General Supplies	226
7650	LOWES CREDIT SERVICES	87079	24 CT AAA Batteries - Kordell	02/11/2026	5.34	03/06/2026	510-810-600 General Supplies	226
7650	LOWES CREDIT SERVICES	87079	24 CT AAA Batteries - Kordell	02/11/2026	10.68	03/06/2026	520-810-600 General Supplies	226
7650	LOWES CREDIT SERVICES	87079	24 CT AAA Batteries - Kordell	02/11/2026	5.34	03/06/2026	510-840-600 General Supplies	226

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7650	LOWES CREDIT SERVICES	89295	knee pad and socket extension set	03/02/2026	79.76	03/06/2026	520-810-614 Shop Supplies	326
7650	LOWES CREDIT SERVICES	91245	Cleaning supplies and sockets	03/03/2026	104.40		520-810-600 General Supplies	326
7650	LOWES CREDIT SERVICES	91275	Paint Supplies	03/03/2026	358.23		100-417-600 General Supplies	326
7650	LOWES CREDIT SERVICES	91451	Tape, Soap, Saw blades, Sponge, Tarps, Contractor Bags	03/03/2026	308.07		100-475-600 General Supplies	326
7650	LOWES CREDIT SERVICES	91553	PS Grinder Setup/PM Supplies	03/03/2026	143.74		510-840-614 Shop Supplies	326
7650	LOWES CREDIT SERVICES	91564	Concrete, Cut-off wheels	03/03/2026	302.31		100-475-600 General Supplies	326
7650	LOWES CREDIT SERVICES	96053	Lumber/Concrete supplies	03/06/2026	263.33		100-576-600 General Supplies	326
7650	LOWES CREDIT SERVICES	99038	Cottonwood shop office air filters	02/18/2026	38.36	03/06/2026	510-810-614 Shop Supplies	226
	Total 7650:				2,592.93			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	129644	Shadow Lane: Engineering During Construction	10/17/2025	739.36	03/06/2026	100-475-745 RTC Reimbursable	1025
	Total 370:				739.36			
LYON COUNTY								
1126	LYON COUNTY	MAR 2026	PUBLIC DEFENDER - MAR 2026	03/01/2026	10,000.00	03/06/2026	100-413-322 Prof Serv-Other	326
	Total 1126:				10,000.00			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	TLT Feb 26	Transient Lodging Tax	02/28/2026	3,138.68	03/06/2026	225-227010 TLT Payable to County	226
	Total 106:				3,138.68			
LYON COUNTY RECORDER								
108	LYON COUNTY RECORDER	2063212	LIEN REL- 111 SHADOW MOUNTAIN DR 02063212	03/03/2026	43.00	03/06/2026	510-810-322 Prof Serv-Other	326
108	LYON COUNTY RECORDER	2075707	LIEN REL- 534 ST LOUIS RD 02075707	02/26/2026	43.00	03/06/2026	510-810-322 Prof Serv-Other	226
	Total 108:				86.00			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	I30091	Portable Restroom Maintenance	03/01/2026	128.33	03/06/2026	100-575-430 Outside Serv-Repair & Maint	326
8509	MARSHALL'S SEPTIC CARE	I30092	Portable Restroom Maintenance	03/01/2026	128.33	03/06/2026	100-575-430 Outside Serv-Repair & Maint	326
8509	MARSHALL'S SEPTIC CARE	I30093	Portable Restroom Maintenance	03/01/2026	551.65	03/06/2026	100-575-430 Outside Serv-Repair & Maint	326
8509	MARSHALL'S SEPTIC CARE	I30094	Portable Restroom Maintenance	03/01/2026	220.66	03/06/2026	100-575-430 Outside Serv-Repair & Maint	326
8509	MARSHALL'S SEPTIC CARE	I30095	Portable Restroom Maintenance	03/01/2026	220.66	03/06/2026	100-575-430 Outside Serv-Repair & Maint	326
8509	MARSHALL'S SEPTIC CARE	I30096	Portable Restroom Maintenance	03/01/2026	118.33	03/06/2026	100-575-430 Outside Serv-Repair & Maint	326
8509	MARSHALL'S SEPTIC CARE	I30099	Portable Restroom Maintenance	03/01/2026	118.33	03/06/2026	100-417-430 Outside Serv-Repair & Maint	326
	Total 8509:				1,486.29			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	MAR 2026	MUNICIPAL COURT JUDGE	03/31/2026	7,916.67		100-425-322 Prof Serv-Other	326
	Total 8042:				7,916.67			
MATRIX DESIGN GROUP INC								
9116	MATRIX DESIGN GROUP INC	49691	Master Plan Update	02/25/2026	12,778.30	03/06/2026	100-610-322 Prof Serv-Other	226
	Total 9116:				12,778.30			
MCDONALD CARANO								
322	MCDONALD CARANO	12518331	outside legal planning	01/31/2026	1,102.50		100-414-310 Prof Serv-Legal	126
322	MCDONALD CARANO	12519583	outside legal planning	02/28/2026	10,893.75		100-414-310 Prof Serv-Legal	226
322	MCDONALD CARANO	12519590	outside legal planning	02/28/2026	8,715.00		100-414-310 Prof Serv-Legal	226
	Total 322:				20,711.25			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	31026	REFUND FOR ENGINEERING BOND FEE EN2026-003 995	03/10/2026	1,900.00		100-228300 Customer Deposits/Bonds - Dev	326
1111	MISCELLANEOUS ONE TIME VENDOR	EN2026-004	ENGINEERING PERMIT FEE REFUND EN2026-004	03/06/2026	300.00		100-320-220 Engineering/Civil Fees	326
1111	MISCELLANEOUS ONE TIME VENDOR	EN2026-004	ENGINEERING BOND FEE REFUND EN2026-004	03/06/2026	500.00		100-228300 Customer Deposits/Bonds - Dev	326
	Total 1111:				2,700.00			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	444728	PS chemical absorbent pads	02/26/2026	69.98	03/06/2026	510-840-614 Shop Supplies	226
58	NAPA AUTO & TRUCK PARTS	444752	lift station filters and nitrile gloves	02/26/2026	61.31	03/06/2026	520-810-600 General Supplies	226
58	NAPA AUTO & TRUCK PARTS	444940	FILTERS FOR LOADER	03/02/2026	129.46	03/06/2026	100-480-610 Automotive Supplies	326
58	NAPA AUTO & TRUCK PARTS	445188	Filters and cleaner	03/05/2026	56.61		520-810-600 General Supplies	326
58	NAPA AUTO & TRUCK PARTS	445250	seat covers and floor mats for W/D	03/06/2026	543.48		100-480-610 Automotive Supplies	326
	Total 58:				860.84			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Feb 26	Transient Lodging Tax	02/28/2026	1,883.21	03/06/2026	225-227015 TLT Payable to State	226
	Total 6378:				1,883.21			
NUTRIEN AG SOLUTIONS								
3033	NUTRIEN AG SOLUTIONS	58486490	Herbicide	02/25/2026	2,615.50	03/06/2026	100-528-617 Chemical Supplies	226
3033	NUTRIEN AG SOLUTIONS	58486491	Herbicide	02/25/2026	2,847.78	03/06/2026	100-475-617 Supplies-Chemical	226
	Total 3033:				5,463.28			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
NV ENERGY								
167	NV ENERGY	10601 MAR 26	80865908610601 ACH	03/03/2026	37.54	03/19/2026	100-475-622 Electricity	326
167	NV ENERGY	13818 FEB 26	34596405113818 ACH	02/26/2026	38.59	03/16/2026	100-475-622 Electricity	226
167	NV ENERGY	13924 FEB 26	48768108113924 ACH	02/26/2026	37.54	03/16/2026	100-475-622 Electricity	226
167	NV ENERGY	26445 FEB 26	34596505226445 ACH	02/25/2026	4,521.69	03/13/2026	510-840-622 Electricity	226
167	NV ENERGY	28458 FEB 26	34596505228458 ACH	02/25/2026	8,703.94	03/13/2026	510-840-622 Electricity	226
167	NV ENERGY	29499 MAR 26	1000213677906929499 ACH	02/28/2026	55.80	03/18/2026	100-475-622 Electricity	226
167	NV ENERGY	30672 FEB 26	213677908230672 ACH	02/26/2026	46.04	03/16/2026	100-575-622 Electricity	226
167	NV ENERGY	71493 FEB 26	271223607571493 ACH	02/26/2026	45.56	03/16/2026	100-475-622 Electricity	226
167	NV ENERGY	79481 FEB 26	82190405179481 ACH	02/26/2026	78.66	03/16/2026	520-810-622 Electricity	226
167	NV ENERGY	97731 FEB 26	213677908197731 ACH	02/26/2026	48.36	03/16/2026	100-575-622 Electricity	226
	Total 167:				13,613.72			
OFFICE DEPOT								
133	OFFICE DEPOT	455187612001	Toner	02/18/2026	392.98		100-425-600 General Supplies	226
133	OFFICE DEPOT	459662788001	Office Supplies- folders, duster, moistener	02/13/2026	42.26	03/06/2026	100-417-601 Office Supplies	226
133	OFFICE DEPOT	459665059001	Office Supplies- webcam	02/13/2026	89.38	03/06/2026	100-417-601 Office Supplies	226
133	OFFICE DEPOT	459684668001	USB 64GB - Lina	02/24/2026	11.00	03/06/2026	520-810-601 Office Supplies	226
133	OFFICE DEPOT	459684668001	USB 64GB - Lina	02/24/2026	5.50	03/06/2026	510-840-601 Office Supplies	226
133	OFFICE DEPOT	459684668001	USB 64GB - Lina	02/24/2026	5.49	03/06/2026	510-810-601 Office Supplies	226
133	OFFICE DEPOT	459685798001	Lina USB 2.32GB- 3 pk	02/26/2026	8.25	03/06/2026	520-810-601 Office Supplies	226
133	OFFICE DEPOT	459685798001	Lina USB 2.32GB- 3 pk	02/26/2026	4.13	03/06/2026	510-840-601 Office Supplies	226
133	OFFICE DEPOT	459685798001	Lina USB 2.32GB- 3 pk	02/26/2026	4.12	03/06/2026	510-810-601 Office Supplies	226
133	OFFICE DEPOT	459685800001	Business Cards- P. Sparks	02/27/2026	26.07	03/06/2026	510-840-601 Office Supplies	226
133	OFFICE DEPOT	459988910001	products for code enforcement open house events	03/04/2026	60.50	03/06/2026	100-615-601 Office Supplies	326
133	OFFICE DEPOT	460132148001	Tape,USB,sheet prot,pads Eng I/II	02/23/2026	14.35	03/06/2026	510-810-601 Office Supplies	226
133	OFFICE DEPOT	460132148001	Tape,USB,sheet prot,pads Eng I/II	02/23/2026	28.71	03/06/2026	520-810-601 Office Supplies	226
133	OFFICE DEPOT	460132148001	Tape,USB,sheet prot,pads Eng I/II	02/23/2026	14.36	03/06/2026	510-840-601 Office Supplies	226
133	OFFICE DEPOT	460134111001	Desk Chair - Brenda	02/24/2026	160.00	03/06/2026	520-810-601 Office Supplies	226
133	OFFICE DEPOT	460134111001	Desk Chair - Brenda	02/24/2026	80.00	03/06/2026	510-840-601 Office Supplies	226
133	OFFICE DEPOT	460134111001	Desk Chair - Brenda	02/24/2026	79.99	03/06/2026	510-810-601 Office Supplies	226
133	OFFICE DEPOT	460336169001	office supplies-note pads, folders, printer drum	02/23/2026	126.41		100-414-600 General Supplies	226
133	OFFICE DEPOT	460336575001	office supplies- sheet protectors	02/21/2026	35.22		100-414-600 General Supplies	226
133	OFFICE DEPOT	460337899001	office supplies- 20- 8GB USB	02/23/2026	73.80		100-414-600 General Supplies	226
	Total 133:				1,262.52			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-394935-1	parts for streets truck 3019	01/30/2026	148.63		100-480-610 Automotive Supplies	126
6230	O'REILLY AUTO PARTS	3599-398027	floor mats for animal control	02/18/2026	102.67		100-480-610 Automotive Supplies	226
6230	O'REILLY AUTO PARTS	3599-398200	tire lube for shop	02/19/2026	11.89		100-480-610 Automotive Supplies	226
6230	O'REILLY AUTO PARTS	3599-399235	FLEET SUPPLIES	02/26/2026	35.96	03/06/2026	100-480-610 Automotive Supplies	226
6230	O'REILLY AUTO PARTS	3599-399311	fleet parts	02/26/2026	43.42		100-480-610 Automotive Supplies	226

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
6230	O'REILLY AUTO PARTS	3599-400534	Lift station control fuses	03/05/2026	5.84		520-810-614 Shop Supplies	326
6230	O'REILLY AUTO PARTS	3599-401277	wiper blade for 4011	03/10/2026	12.99		100-480-610 Automotive Supplies	326
	Total 6230:				361.40			
PACIFIC STATES COMMUNICATIONS								
1325	PACIFIC STATES COMMUNICATIONS	510650	Q3369 3 door Verkada access 50 %	02/19/2026	7,648.46	03/06/2026	100-418-342 Tech Services-Other	226
	Total 1325:				7,648.46			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5303785	Shred Services	03/04/2026	99.00		100-416-420 Outside Services	326
8876	PACIFIC STORAGE COMPANY	5303786	Shred Bin March 2026	03/04/2026	16.50		100-425-322 Prof Serv-Other	326
	Total 8876:				115.50			
PORTER GROUP LLC								
8933	PORTER GROUP LLC	26 - COFNV - 2	Feb 26 Federal Lobbyist Contract	02/01/2026	6,000.00	03/06/2026	100-413-322 Prof Serv-Other	226
8933	PORTER GROUP LLC	26 - COFNV - 3	March 26 Federal Lobbyist Contract	03/01/2026	6,000.00	03/06/2026	100-413-322 Prof Serv-Other	326
8933	PORTER GROUP LLC	26-COFNV-1	Jan26 prorated Fed Lobbyist Contract	01/15/2026	3,000.00	03/06/2026	100-413-322 Prof Serv-Other	126
	Total 8933:				15,000.00			
PRIMO BRANDS								
4688	PRIMO BRANDS	6C8730273253	water service	03/10/2026	193.36		510-810-420 Outside Services	326
	Total 4688:				193.36			
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	MAR 2026	Retiree Insurance #819	03/03/2026	450.57		520-219910 OPEB Liability	326
	Total 143:				450.57			
RACO MANUFACTURING & ENGINEERING CO								
9048	RACO MANUFACTURING & ENGINEERING CO	INV - 115844	Cellularm Service- Renewal	01/29/2026	400.00		510-840-530 Communications	126
	Total 9048:				400.00			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	7583112	Bill #374 Adopted	02/28/2026	85.68		100-416-540 Advertising	226
152	RENO GAZETTE JOURNAL	7583112	Bill #373 Adopted	02/28/2026	85.68		100-416-540 Advertising	226
152	RENO GAZETTE JOURNAL	7583112	Bill #378 introduced	02/28/2026	81.12		100-416-540 Advertising	226
152	RENO GAZETTE JOURNAL	7583112	2nd Qtr receipts/expenses	02/28/2026	94.80		100-416-540 Advertising	226
152	RENO GAZETTE JOURNAL	7583112	Bill #376 introduced	02/28/2026	78.84		100-416-540 Advertising	226

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
152	RENO GAZETTE JOURNAL	7583112	Bill #363 Adopted	02/28/2026	140.40		100-416-540 Advertising	226
152	RENO GAZETTE JOURNAL	7583112	Bill #375 Adopted	02/28/2026	76.56		100-416-540 Advertising	226
152	RENO GAZETTE JOURNAL	7583154	Public Hearing Notice	02/28/2026	383.04		100-610-540 Advertising	226
	Total 152:				1,026.12			
RENO ROCK TRANSPORT								
7002	RENO ROCK TRANSPORT	248999	Fall Protection play bark	02/04/2026	2,289.00	03/06/2026	100-575-600 General Supplies	226
	Total 7002:				2,289.00			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	26-0260	Water rights services - meetings and email coordination, appli	02/20/2026	4,610.45	03/06/2026	510-810-698 Water Rights Protection	226
	Total 8602:				4,610.45			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	187754	MR Reverse Flow	01/31/2026	795.00	03/06/2026	510-840-430 Outside Serv-Repair & Maint	126
1897	SHAW ENGINEERING	187756	Treated Water Ricci Tank 1 Rehab	01/31/2026	8,820.00	03/06/2026	510-166100 Construction In Progress	126
1897	SHAW ENGINEERING	187758	WTP Chem System- Maintenance	01/31/2026	1,945.00	03/06/2026	510-840-430 Outside Serv-Repair & Maint	126
	Total 1897:				11,560.00			
SIERRA ELECTRONICS								
161	SIERRA ELECTRONICS	AR54063	LIGHTS FOR 6012	02/27/2026	3,528.24	03/06/2026	100-575-430 Outside Serv-Repair & Maint	226
	Total 161:				3,528.24			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN339191	WWTP Samples	02/18/2026	202.00	03/06/2026	520-810-423 Outside Serv-Analytical	226
7856	SILVER STATE ANALYTICAL LABORATORIES	RN339217	February monthly samples	02/18/2026	264.00	03/06/2026	510-810-423 Outside Serv-Analytical	226
7856	SILVER STATE ANALYTICAL LABORATORIES	RN339237	WWTP Samples	02/19/2026	700.00	03/06/2026	520-810-423 Outside Serv-Analytical	226
7856	SILVER STATE ANALYTICAL LABORATORIES	RN339334	WWTP Samples	02/23/2026	562.00	03/06/2026	520-810-423 Outside Serv-Analytical	226
7856	SILVER STATE ANALYTICAL LABORATORIES	RN339340	WWTP Samples	02/23/2026	202.00	03/06/2026	520-810-423 Outside Serv-Analytical	226
7856	SILVER STATE ANALYTICAL LABORATORIES	RN339434	WWTP Samples	02/25/2026	202.00	03/06/2026	520-810-423 Outside Serv-Analytical	226
7856	SILVER STATE ANALYTICAL LABORATORIES	RN339473	Sample for east lift station air gap project	02/26/2026	22.00	03/06/2026	510-810-423 Outside Serv-Analytical	226
7856	SILVER STATE ANALYTICAL LABORATORIES	RN339537	sample for east lift station air gap project	02/27/2026	22.00	03/06/2026	510-810-423 Outside Serv-Analytical	226
7856	SILVER STATE ANALYTICAL LABORATORIES	RN339724	March monthly samples	03/05/2026	286.00	03/06/2026	510-810-423 Outside Serv-Analytical	326
7856	SILVER STATE ANALYTICAL LABORATORIES	RN339730	Nitrate samples at well 9 & 9A	03/05/2026	42.00		510-810-423 Outside Serv-Analytical	326
7856	SILVER STATE ANALYTICAL LABORATORIES	RN339780	WWTP samples	03/06/2026	202.00		520-810-423 Outside Serv-Analytical	326
	Total 7856:				2,706.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	108894	Street signs, posts	03/03/2026	3,434.05	03/06/2026	100-475-615 Sign & Stripe Supplies	326
170	SILVER STATE BARRICADE	108928	Street Name Signs	03/03/2026	286.00	03/06/2026	100-475-615 Sign & Stripe Supplies	326
	Total 170:				3,720.05			
SNAP-ON INDUSTRIAL								
8735	SNAP-ON INDUSTRIAL	ARV/67360401	TOOLS FOR SHOP	03/06/2026	253.55		100-480-600 General Supplies	326
8735	SNAP-ON INDUSTRIAL	ARV/67376680	tools for shop	03/10/2026	259.28		100-480-600 General Supplies	326
	Total 8735:				512.83			
SOSU TV CORP								
8909	SOSU TV CORP	WC1684	Feb 26 Focus Videos	03/01/2026	1,580.00	03/06/2026	100-413-322 Prof Serv-Other	326
	Total 8909:				1,580.00			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	40647 FEB 26	910005040647 ACH	02/24/2026	1,104.86	03/16/2026	100-417-621 Natural Gas	226
204	SOUTHWEST GAS CORP	49385 FEB 26	910004749385 ACH	02/27/2026	339.58	03/18/2026	510-810-621 Natural Gas	226
	Total 204:				1,444.44			
SPECIALIZED ELEVATOR CORP								
8751	SPECIALIZED ELEVATOR CORP	459953	Monthly Maintenance	03/01/2026	269.27	03/06/2026	100-417-430 Outside Serv-Repair & Maint	326
	Total 8751:				269.27			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	MAR 2026-1	CHILD SUPPORT	03/06/2026	319.84	03/06/2026	100-219900 OTHER PAYROLL PAYABLES	326
	Total 176:				319.84			
TITAN ELECTRICAL CONTRACTING INC								
6548	TITAN ELECTRICAL CONTRACTING INC	13216	Battery Back up Upgrade/repair	02/24/2026	2,077.25	03/06/2026	100-475-422 Outside Serv-Traf Light Maint	226
	Total 6548:				2,077.25			
TSK								
8714	TSK	21-058.00-38	Contract Administration fees 12/25	01/16/2026	585.00	03/06/2026	100-417-720 Buildings	126
	Total 8714:				585.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
ULTIMATE AIR, INC.								
8575	ULTIMATE AIR, INC.	8597	Heater Repair Cottonwood Yard	03/04/2026	579.00	03/06/2026	100-417-424 Outside Serv-HVAC	326
	Total 8575:				579.00			
UNITED CENTRAL INDUSTRIAL SUPPLY								
8676	UNITED CENTRAL INDUSTRIAL SUPPLY	3092229	water truck hose	03/04/2026	357.59		510-810-430 Outside Serv-Repair & Maint	326
	Total 8676:				357.59			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00982033	Replacement chlorine meter	03/05/2026	684.49		520-810-614 Shop Supplies	326
	Total 464:				684.49			
UTILITY DEPOSITS								
2202	UTILITY DEPOSITS	1124106	WATER DEPOSIT REFUND	02/20/2026	75.00	02/27/2026	510-228200 Customer Deposits	226
2202	UTILITY DEPOSITS	1124106	SEWER DEPOSIT REFUND	02/20/2026	80.00	02/27/2026	520-228200 Customer Deposits	226
2202	UTILITY DEPOSITS	1124106	CREDIT REFUND	02/20/2026	40.86	02/27/2026	010-115100 Cash Clearing-Utilities	226
2202	UTILITY DEPOSITS	11370705	CREDIT REFUND	02/24/2026	29.91	02/27/2026	010-115100 Cash Clearing-Utilities	226
2202	UTILITY DEPOSITS	11733703	CREDIT REFUND	02/27/2026	144.50		010-115100 Cash Clearing-Utilities	226
2202	UTILITY DEPOSITS	13508313	SEWER DEPOSIT REFUND	02/25/2026	57.37	02/27/2026	520-228200 Customer Deposits	226
2202	UTILITY DEPOSITS	16489317	SEWER DEPOSIT REFUND	02/27/2026	25.05		520-228200 Customer Deposits	226
2202	UTILITY DEPOSITS	16788126	SEWER DEPOSIT REFUND	02/26/2026	57.78		520-228200 Customer Deposits	226
2202	UTILITY DEPOSITS	16834706	SEWER DEPOSIT REFUND	03/04/2026	32.65		520-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	17637020	SEWER DEPOSIT REFUND	03/03/2026	27.75		520-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	17819011	SEWER DEPOSIT REFUND	03/02/2026	31.12		520-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	21976803	SEWER DEPOSIT REFUND	02/17/2026	60.94	02/27/2026	520-228200 Customer Deposits	226
2202	UTILITY DEPOSITS	4173802	SEWER DEPOSIT REFUND	03/02/2026	6.28		520-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	4175911	CREDIT REFUND	02/19/2026	182.69	02/27/2026	010-115100 Cash Clearing-Utilities	226
2202	UTILITY DEPOSITS	5824609	SEWER DEPOSIT REFUND	03/05/2026	80.00		520-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	5824609	WATER DEPOSIT REFUND	03/05/2026	53.97		510-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	7480713	WATER DEPOSIT REFUND	02/20/2026	14.77	02/27/2026	510-228200 Customer Deposits	226
2202	UTILITY DEPOSITS	7480713	SEWER DEPOSIT REFUND	02/20/2026	80.00	02/27/2026	520-228200 Customer Deposits	226
2202	UTILITY DEPOSITS	7987901	SEWER DEPOSIT REFUND	02/25/2026	61.51	02/27/2026	520-228200 Customer Deposits	226
2202	UTILITY DEPOSITS	8495324	SEWER DEPOSIT REFUND	02/27/2026	54.03		520-228200 Customer Deposits	226
2202	UTILITY DEPOSITS	9660912	SEWER DEPOSIT REFUND	02/27/2026	49.89		520-228200 Customer Deposits	226
	Total 2202:				1,246.07			
VESTIS								
1895	VESTIS	5980359403	SHIRT CONTRACT	02/24/2026	89.69	03/06/2026	100-480-420 Outside Services	226
1895	VESTIS	5980359404	Clothing/Floor mats	02/24/2026	68.51	03/06/2026	100-475-420 Outside Services	226
1895	VESTIS	5980359405	floor mat service	02/24/2026	32.85	03/06/2026	510-810-420 Outside Services	226

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
1895	VESTIS	5980360971	PS custodial supplies, rags, rugs	03/03/2026	154.11		510-840-420 Outside Services	326
1895	VESTIS	5980360979	shirt contract	03/03/2026	89.69		100-480-420 Outside Services	326
1895	VESTIS	5980360980	shop mat service	03/03/2026	101.30		100-475-420 Outside Services	326
1895	VESTIS	5980360981	clothing/floor mats	03/03/2026	68.51	03/06/2026	100-475-420 Outside Services	326
1895	VESTIS	5980360982	floor mat service	03/03/2026	32.85	03/06/2026	510-810-420 Outside Services	326
1895	VESTIS	5980360984	Floor Mats	03/03/2026	214.25	03/06/2026	100-417-420 Outside Services	326
1895	VESTIS	5980362500	shirt contract	03/10/2026	89.69		100-480-420 Outside Services	326
1895	VESTIS	5980362501	clothing/mats	03/10/2026	68.51		100-475-420 Outside Services	326
	Total 1895:				1,009.96			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	MAR 2026-1	ROTH IRA	03/06/2026	190.00	03/06/2026	100-215000 457 PAYABLE	326
8591	VOYA FINANCIAL	MAR 2026-1	DEFERRED COMPENSATION, 457	03/06/2026	4,847.30	03/06/2026	100-215000 457 PAYABLE	326
	Total 8591:				5,037.30			
WALKER'S OFFICE SUPPLIES, INC								
9112	WALKER'S OFFICE SUPPLIES, INC	2372857-0	Staff Pedestals x 5	02/26/2026	2,270.00		210-425-743 Furniture and Fixtures	226
	Total 9112:				2,270.00			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	25001 MAR 26	6-82646-25001	03/01/2026	2,096.04	03/06/2026	100-475-412 Utility Serv-Refuse	326
447	WASTE MANAGEMENT	33001 MAR 26	11-60772-33001	03/06/2026	156.96		100-417-412 Utility Serv-Refuse	326
447	WASTE MANAGEMENT	33005 MAR 26	11-60745-33005	03/06/2026	41.67		510-840-412 Utility Serv-Refuse	326
447	WASTE MANAGEMENT	33009 MAR 26	11-60774-33009	03/06/2026	128.41		510-810-412 Utility Serv-Refuse	326
447	WASTE MANAGEMENT	43003 MAR 26	11-60760-43003	03/06/2026	64.21		520-810-412 Utility Serv-Refuse	326
447	WASTE MANAGEMENT	65007 MAR 26	6-82641-65007	03/02/2026	265.59	03/06/2026	100-575-412 Utility Serv-Refuse	326
447	WASTE MANAGEMENT	95009 MAR 26	8-29467-95009	03/02/2026	448.45	03/06/2026	100-575-412 Utility Serv-Refuse	326
	Total 447:				3,201.33			
WEDCO								
3350	WEDCO	S100223303.002	WWTP electrical parts for aerators	02/12/2026	230.90	03/06/2026	520-810-614 Shop Supplies	226
3350	WEDCO	S100223809.001	Electrical General Supplies to be used in WWTP, WTP, and W	02/10/2026	620.06	03/06/2026	520-810-600 General Supplies	226
3350	WEDCO	S100223809.001	Electrical General Supplies to be used in WWTP, WTP, and W	02/10/2026	310.03	03/06/2026	510-840-600 General Supplies	226
3350	WEDCO	S100223809.001	Electrical General Supplies to be used in WWTP, WTP, and W	02/10/2026	310.03	03/06/2026	510-810-600 General Supplies	226
3350	WEDCO	S100223809.002	Electrical General Supplies to be used in WWTP, WTP, and W	02/11/2026	53.97	03/06/2026	510-840-600 General Supplies	226
3350	WEDCO	S100223809.002	Electrical General Supplies to be used in WWTP, WTP, and W	02/11/2026	53.96	03/06/2026	510-810-600 General Supplies	226
3350	WEDCO	S100223809.002	Electrical General Supplies to be used in WWTP, WTP, and W	02/11/2026	107.94	03/06/2026	520-810-600 General Supplies	226
3350	WEDCO	S100225185.001	PS emergency compressor electrical disconnect	03/03/2026	2,148.51		510-840-614 Shop Supplies	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
	Total 3350:				3,835.40				
WESTERN NEVADA SUPPLY CO.									
195	WESTERN NEVADA SUPPLY CO.	12134040-1	PS lights	03/05/2026	150.00		510-840-614	Shop Supplies	326
195	WESTERN NEVADA SUPPLY CO.	12141528	PS Plumbing supplies	02/26/2026	989.49		510-840-614	Shop Supplies	226
195	WESTERN NEVADA SUPPLY CO.	12147528	PS Blower cooling water repair parts	02/25/2026	726.97	03/06/2026	510-840-614	Shop Supplies	226
195	WESTERN NEVADA SUPPLY CO.	12158207	PS plumbing supplies	03/05/2026	75.83		510-840-614	Shop Supplies	326
195	WESTERN NEVADA SUPPLY CO.	12158233	PS blower tubing	03/05/2026	18.00		510-840-614	Shop Supplies	326
	Total 195:				1,960.29				
WHITE CAP, L.P.									
8852	WHITE CAP, L.P.	50035616106	Safety supplies for CE officers- glasses, hardhats, & vests.	02/27/2026	215.70	03/06/2026	100-615-600	General Supplies	226
8852	WHITE CAP, L.P.	50035773267	Concrete Tools	03/10/2026	280.70		100-475-600	General Supplies	326
	Total 8852:				496.40				
XPRESS BILL PAY LLC									
2468	XPRESS BILL PAY LLC	2/2026	CREDIT CARD PROCESSING FEES- WATER	02/28/2026	2,689.54	03/05/2026	510-810-609	Credit Card Fees	226
2468	XPRESS BILL PAY LLC	2/2026	CREDIT CARD PROCESSING FEES- SEWER	02/28/2026	2,689.54	03/05/2026	520-810-609	Credit Card Fees	226
	Total 2468:				5,379.08				
	Grand Totals:				614,125.51				

Dated: _____

Mayor: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoice detail records above $0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

MINUTES OF THE

FERNLEY CITY COUNCIL MEETING

FEBRUARY 18, 2026

Mayor Neal E. McIntyre called the meeting to order at 05:00 PM at Fernley City Hall, 595 Silver Lace Blvd., Fernley, NV 89408

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal McIntyre, Councilwoman Felicity Zoberski, Councilman Albert Torres, Councilman Ryan Hanan, Councilman Joe Mendoza, City Attorney Aaron Mouritsen, Acting City Manager Lydia Altick, Deputy City Clerk Sandy Harris, Admin Spec. II Rachael Goetz, City Treasurer Robert Carson, Building Official Charity Birkel, Senior Planner Alisa Johansson, Assistant Planner Lisa Warner, Public Works Director Berry Williams, Utilities Director Seong Kim, HR Manager Mitzi Carter, Planning Director Michele Rambo **Absent:** Councilman Stan Lau.

1.3. Public Forum

Becki Howlett invited the community to the Fernley 4th of July spaghetti dinner fund-raiser at 6 PM at the Senior Center.

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA REMOVING ITEM 7.1. **Action:** Approve, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4 **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza **Absent:** Councilman Lau

7.1 was removed from the current agenda due to an updated statute that will need to be revisited.

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Approval) Approval of Business Licenses

Deputy City Clerk Sandy Harris read the new 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.

Motion: I MOVE TO APPROVE THE CONSENT AGENDA AS WRITTEN. **Action:** Approve, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Passed, **Summary:** Yes 4 **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza.

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

Lyon County Chief Deputy Mitch Branningham reported the Sheriffs did training in January for the implementation of new taser devices. He asked if there are complaints regarding traffic patrols, to contact Sergeant Santos. Sergeant Santos track of complaints and then coordinates the response.

Battalion Chief Bill Snyder from North Lyon Fire reported there were 361 calls for January, which is 11.6 calls a day with an average response time of 8 minutes. North Lyon Fire will be hosting the Northern Nevada Children's Cancer Foundation fundraiser, dates to follow.

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

Lydia Altick, Acting City Manager, announced the Code Enforcement Open House on Friday, March 13th at 6 PM and Saturday, March 14th at 9 am. The Main Street Fernley is offering a grant for facade improvement for a business on Main Street. Information can be found at mainstreetfernley.org Saturday, February 28th, from 9 am to 2 pm, is a low-cost microchip clinic.

Councilman Hanan announced a ribbon cutting for Reno Orthopedic Center. They are open and accept appointments online.

Councilwoman Zoberski invited the community to Fernley High School this weekend. They are hosting the State Basketball tournament. Girls' varsity starts at 3 pm and boys varsity is at 4:40 pm.

Councilman Mendoza and the Finance Department met with the county to discuss the $4 million that was mentioned at last meeting. There are still questions and there will be more conversations.

Mayor Neal McIntyre invited the community to the State of the City, to be hosted at the CRRC building on February 26th from 6 to 8 pm.

4. PROCLAMATIONS BY THE MAYOR

None at this time.

5. PRESENTATIONS

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

Patti Diaz-Zachary presented for Poseidon Education. The program is ready to start as soon as March 1st, at Fernley Intermediate and Fernley High School. There will be one 5th grade class and one high school class.

Robert Carson, City Treasurer, stated the funding required for this program will come out of the Water Enterprise Fund.

Councilman Mendoza requested we document the process with photos and videos.

Motion: I MOVE TO ACCEPT BOTH OF THESE PROGRAMS AND INCLUDE THE FUNDING FROM THE ENTERPRISE FUND. **Action:** Approve, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4 **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza.

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-along gaming establishments of any size without the resort hotel component.

Lisa Warner, Assistant Planner, presented.

There was no public comment.

Motion: I MOVE TO APPROVE BILL 367 ASSOCIATED WITH CA25010 AS PRESENTED BY STAFF. **Action:** Approve **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Passed, **Summary:** Yes 4 **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza.

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).

Lisa Warner, Assistant Planner, presented.

Demetri Nikolakakis commented on how difficult it is to get wavers completed.

Motion: 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 FMC32.12.010. **Action:** Approve, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Joe Mendoza. **Vote:** Passed, **Summary:** Yes 4, **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza

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.

Pulled from this meeting

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.

Motion: I MOVE 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. **Action:** Approve, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4 Yes**:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza

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).

Alisa Johansson gave the first reading.

9. PUBLIC FORUM

No public comment at this time.

10. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 6:34 PM.

Approved by the Fernley City Council on _____, by a vote of:

AYES _____ NAYS:_____ ABSTENTIONS:_____ ABSENT:_____

_____ _____

Mayor Neal E. McIntyre ATTEST: City Clerk Kim Swanson

MINUTES OF THE

FERNLEY CITY COUNCIL MEETING

MARCH 4, 2026

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilwoman Felicity Zoberski, Councilman Albert Torres, Councilman Ryan Hanan, Councilman Joe Mendoza, Councilman Stan Lau. City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Admin Specialist II Rachael Goetz, Deputy City Clerk Sandy Harris, City Treasurer Robert Carson, Building Official Charity Birkel, Senior Planner Treston Rodriguez, Planning Director Michele Rambo, Public Works Director Berry Willaims, Utilities Director Seong Kim, HR Manager Mitiz Carter, Pool Pac Attorney Becky Brew (on Zoom)

1.3. Public Forum

Julie Torres — Expresses her support for Councilman Albert Torres in light of agenda item 7.2

Tammy Dittman — Expressed her frustration towards the Council as a business owner in Fernley.

Sky Long — Request a more private handling of conduct and behavior matters, especially when it comes to competency, character or alleged misconduct.

Don Mcquin — Request more adult swings at the city parks. The CCRC has an open play area, and Boys and Girls approached while he was there and he was told it was "their" park. The next time he visited, it was fenced off. He'd like to clarify if it is a public park or for Boys and Girls?

Sharron Holly — Here in support of Councilman Albert Torres.

Dolores Oberg — Here in support of Councilman Albert Torres.

Kelly Brye — Spoke about the EDON presentation event that occurred at the CCRC. EDON believes Fernley may be the number one growing city in the US. His hope is the council moving forward will agree to disagree but want the same thing for Fernley.

Tom Eheart — wants the council to handle more matters behind closed doors and not in public.

Debie Skinner, a Business Owner in town, has people come from all over the world to her RV Park. She read a blurb out of Wheels Camp Brown Magazine that expressed growth coming to Fernley and referenced that the largest industrial park in the world is 15 minutes away from Fernley.

Bill Snyder, on Zoom, was in support of Councilman Albert Torres.

1.4. (For Possible Action) Approval of Agenda

Removed 7.2 from tonight's agenda

Councilman Hanan questioned if Councilman Torres was able to vote on this item.

Councilman Torres — NRS281A 420, requires me to disclose a conflict of interest. The matter before this body affects my personal character or competence. I conclude that the independence of judgment of a reasonable person in my situation would not be materially affected by this relationship, and because this is not a clear case of a disqualifying conflict of interest, I am going to be voting for it. I am going to be voting on this matter. I already voted, and my vote

stands.

Councilman Hanan — I just want to go on the record and say I believe Councilman Torres needs to refrain from the vote as it pertains directly to his character, competency, and any such vote, in favor of removing it, completely contradicts state ethics. I'm also asking the Council to make a motion of reconsideration, and have another vote to abide by state law.

No motion was made.

Motion: I'D LIKE TO MAKE A MOTION TO APPROVE THE AGENDA WITH THE REMOVAL OF ITEM 7.2 FOR THIS MEETING AND ANY AND ALL FUTURE MEETINGS. **Action:** Approve, **Moved by:** Councilman Joe Mendoza, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Passed, **Summary:** Yes 3, No 2 **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Mendoza, **No:** Councilman Lau, Councilman Hanan.

2. CONSENT AGENDA

Motion: I'D LIKE TO MAKE A MOTION TO APPROVE THE CONSENT AGENDA AS IT SHOWS. **Action:** Approve, **Moved by:** Councilman Joe Mendoza, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5 **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

Kim Swanson, City Clerk, read the new licenses.

2.4. Possible Action to authorize the execution of the water rights banking and dedication agreement between JOHN FORSTER, Trustee of the FORSTER LIVING TRUST dated July 23, 2005, (the "Dedicator") and the CITY OF FERNLEY, a political subdivision of the State of Nevada (the "City"), APN 020-361-08 TCID serial number 1057-5 in the amount of 18 acre feet annually.

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

Lyon County Fire Chief Bunn — The helipad we're in negotiations right now to have a public-private agreement to bring a helicopter into Fernley. Through generous donations, we have secured concrete and labor. In 2025, the fire department had over 4000 overlapping calls. A life was lost in a house fire on 3/4/26, and I am asking you to reconsider support with revenues for staffing.

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

Kim Swanson, City Clerk — Candidate filing is currently open for Ward 1, Ward 3 and the Mayor. It closes March 13th.

Lydia Altick, Acting City Manager — Code enforcement workshop on Friday, March 13th at 6:00 PM and Saturday, March 14th, at 9:00 AM. The Fernley 25th Anniversary Advisory Committee meeting will be March 25th from 8:30 am to 10:30 AM. The second annual Business Expo is Saturday, April 18th from 1:00 pm to 4:00 pm.

Councilman Ryan Hanan — Responded to some of the public comments made about him. Councilman Hannon stated he cooperated with the investigation and the findings from the review panel unanimously find and concludes that the facts and evidence do not establish credible evidence that the subject (Councilman Hanan) failed to comply with requirements of NRS 281A421 and do not support the determination that just and insufficient cause exists for this matter to be referred to the Commission to render an opinion. This is Councilman Hanan's second complaint, noting the first one was dismissed with prejudice.

Councilwoman Felicity Zerbuski — nothing at this time

Councilman Stan Lau — Congratulations to the Fernley wrestling team for taking 2nd place in Winnemucca.

Councilman Albert Torres - The Fernley Junior High and High school rodeo is scheduled for March 13th-15. For more information, go to Fernley High School Rodeo Club Facebook page or the City of Fernley website. An FCTA sponsored event is the Inferno Music and Fire Festival, coming to Reno-Fernley Raceway from March 27th-29th. For more information, go to the City of Fernley, or fernleyaces.net. He also attended the mental health symposium held in Dayton that was hosted by Shayla Holmes from Lyon County. It brought people from private, state and local agencies to get better mental health services in the rural areas. Councilman Torres was made aware that the Fire Chief was trying to get a helicopter company out here. They were looking for funding at the Fire District to pour two 40X40X4 inch thick pads. One behind the station on Main Street, one behind the new station. Councilman Torres was able to get materials and labor donated for both pads. The first job site visit will be this month. The first pad is scheduled to be poured in April, with the second one following 12–18 months later. All the materials, time, and labor will be donated at no cost to the Fire District or to the City of Fernley Taxpayers.

Councilman Joe Mendoza, along with other council members and department heads, met with NV Energy regarding the future infrastructure. NV Energy is looking at furthering its infrastructure while keeping the residents here in mind at a lower rate, while making larger corporations come in and pay their fair share to put the demand on the grid.

Mayor Neal E. McIntyre apologized to Albert and Julie Torres. The State of the City was a big success you can watch on YouTube. There were 96 people in attendance. The City met with the Renown group last week to show different properties that the city owns and Renown will let the City know about what property they want.

4. PROCLAMATIONS BY THE MAYOR

None at this time.

5. ORDINANCES

5.1. (Possible Action) Introduction and first reading of Bill #379 associated with CA26001, a request from the Planning Department to amend the City's land use table, Fernley Municipal Code Title 32, Chapter 6, Section 150, Table 2, to allow multifamily and mixed-use developments by right in commercial zones pursuant to State Assembly Bill 241.

Treston Rodriguez, Senior Planner, presented the first reading.

6. STAFF REPORTS

6.1. Possible action to approve additional funding for the Phase 1, parcels 4 & 8 reversionary interest process, and the Phase 2 lands conveyance, totaling $46,400.

Acting City Manager Lydia Altick gave a presentation about additional funding for the Bureau of Land Management. Phase 1 began in June 2025 when the Bureau of Land Management conveyed 8 parcels to the City of Fernley totaling 2,167 acres. Phase 2 will secure 15 parcels totaling approximately 7,581 acres. Mrs. Altick reported on the costs and activities associated with Phase 1 and Phase 2 of the public land's conveyance project. For Phase 1 (2020–August 2024), the City of Fernley contributed $36,000 to the Bureau of Land Management (BLM) for coordination of environmental analysis, administration, documentation, surveys, data processing, and the patent issuance process. The City also contracted with Wood Rogers for $101,827.50 to coordinate with the BLM and the Bureau of Reclamation, complete required baseline studies for National Environmental Policy Act compliance, and prepare conceptual layouts for eight parcels under the Recreation and Public Purposes Act.

For Phase 2, which includes 15 parcels, BLM contributions beginning in September 2024 total $195,100, including $11,200 for the reversionary interest process currently under consideration. The City has expended $365,421.08 to date on Phase 2. These costs include cadastral and non-cadastral surveys, NEPA review, mapping and plotting, final survey reports, patent review, historic preservation planning, title and records updates, and patent issuance. Approximately $97,749 was spent on cadastral surveys due to irregular parcel configurations.

Mrs. Altick noted that Phase 2 baseline studies were extensive because the parcels are located on the outskirts of town. Work included habitat assessments and rare plant surveys, a fire fuels management assessment, consultation

regarding nearby sage-grouse habitat, and expanded cultural resource fieldwork across approximately 2,363 acres, including a Class III cultural inventory report, National Register eligibility determinations, and project effects analysis. Mineral potential reports were also prepared for each parcel to assess mineral rights, geology, and the potential value of any mineral resources.
On July 2, 2025, the City Council approved a time-and-materials contract with Wood Rogers not to exceed $183,458 to address five additional parcels added to Phase 2. The contract scope was later reduced to $428,628 after the BLM determined the project qualified for a categorical exclusion, eliminating the need for a full environmental assessment and reducing the overall scope of work. Mrs. Altick noted that the cultural resources portion of the contract alone totaled approximately $172,000.

Motion: I move to pay the Bureau of Land Management $46,400 for work associated with the Fernley Lands Bill Conveyance Phase 1 and 2. **Action:** Approve, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5 **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza

7. RESOLUTIONS

7.1. Councilman Torres' Request: Discussion and Possible action to adopt Resolution number 26-004 and discuss the competency, character, and/or alleged misconduct of Councilman Lau including the results of the independent investigation conducted by Sutton Law and Consulting, with possible action, including but not limited to: censure, removal from boards or committees, adoption of resolution, request for resignation, etc.

Councilman Torres — This issue arises from incidents that happened in April and May 2025. The complaint was originally a hostile work environment due to Councilman Lau's outburst during Public Council meetings. Councilman Torres states for the May 8th meeting, he made a budget suggestion to add to a future agenda. It was clarified by the City Attorney, Aaron Mouritsen, that this would not require an immediate vote. Councilman Torres further states Councilman Lau reacted angrily and threatened physical violence, which Councilman Torres believes is a violation of policy 199300.

Councilman Lau apologized for his outburst during the April 3 and May 8 council meetings. He acknowledged his behavior was unprofessional and said his passion for engineering issues and disagreements with the former city manager contributed to the incidents. He emphasized he takes full responsibility for his actions.
Councilman Lau stated he apologized to Councilman Torres at the May 28 council meeting, where they publicly shook hands. He also said he called Councilman Torres in May to discuss the situation and agree to move forward and focus on city business. He emphasized there have been no further incidents.
Councilman Lau has served on the Fernley City Council for nearly 12 years and highlighted achievements in Ward 3, including the Hardy Lane project, Shadow Lane, and upcoming work on Cedar St. and Miller Lane.
Councilman Lau and his attorney, watching on Zoom, raised concerns about this meeting. Lau alleges improper notice for the hearing, stating he was not served and never received a certified letter. He also said the published agenda did not clearly state the potential for permanent removal. Additionally, he raised concerns about double jeopardy, noting the council addressed the matter in a September 2025 meeting that resulted in sanctions.

Mayor McIntyre called a ten-minute recess.

Becky Brew left the Zoom room at 6:45

The mayor called the meeting to order, allowing Councilman Lau to resume his comments and concerns regarding this discussion. Councilman Lau played a brief video clip from the May 8 meeting that contained the verbal argument of the men. He then reiterated his apology to the City, City Staff and Council for the outburst on both occasions, and he asked Councilman Hanan to speak on his behalf.

Councilman Hanan requested to play a brief video clip of the September 17th meeting. After discussion with City

Attorney Arron Mouritsen, it was left to the mayor's discretion. The Mayor ultimately denied Councilman Hanan's request, stating he did not feel it was relevant to this item.
Councilman Hanan states, what we heard in the May 8th recording was two people breaking the rules of decorum and were speaking over a third person. He remains neutral as to who was right or wrong but feels everyone broke the rules of decorum in that meeting. He states he is embarrassed for the council and that the men involved should also feel embarrassed. He further states this was put on the agenda prematurely as the investigation has been going on for several months and each member was advised to not speak about the investigation or take any action until the investigation has completed. Councilman Hanan furthers he voted 'no' in the September meeting but maintained an open mind and could change his vote if the evidence supports the accusation. He has since reviewed the information and agrees a censure allowed by law would be sufficient in this case.
Councilman Hanan points out this is the first vote of its kind in the history of the State. His understanding of Nevada State law is that the council is duly elected by the representatives in each area and those are the only people who can vote the Council in and who can vote the Council out. He urges the council to follow this law as he sees it as it would set a precedent in the State of Nevada. Councilman Hanan believes Councilman Lau would be able to file a lawsuit against the city and that he believes councilman Lau would remain on the council until the courts decide if this was a legal move.
Councilman Hanan entered into the record the Workplace Investigation Report of Fenley City Council and Councilman Albert Torres's behavior. Councilman Hanan argues that the current proceedings are unfair and inconsistent. He says the council is holding one person to a stricter standard while ignoring another investigation that contradicts what the council is doing. He states he is simply entering a copy of the investigation into the public record. Although he does not agree with Lau's behavior and believes it was inexcusable, Councilman Hanan notes that Lau has already apologized and was previously censured according to policy. Because of that, he argues that bringing the issue up again after the investigation is finished amounts to "double jeopardy."

City Attorney Aaron Mourtionson clarified to the council that a quick summary is done during a legal brief and there would be no disclosure of what occurred in the legal brief or any of the related documents. He further clarified that the service for this meeting was done appropriately under NRS 241.0332A2 and regarding the Open Meeting Law there is a requirement that all items on the agenda explain clearly and concisely, the city has met that requirement.

Councilman Lau was asked to step down and resign from his position. He objected, stating, "as an elected council member, exclusion from council meetings infringes upon the rights of my constituents and raises serious due process and open meeting concerns." He further stated, he will not resign. Councilman Lau says to permanently exclude him would violate open-meeting laws and constitutional due process rights. Expulsion would violate his due process and first amendment rights.

Councilwoman Zoberski states for the record she also attended the briefings with Aaron Mourtionson and Becky Brew.

Motion: I MOVE TO ACCEPT RESOLUTION NUMBER 26-002 AS PRESENTED AND TO HIGHLIGHT SECTION 2, PERMITTED EXPULSION PURSUANT TO NRS 266.240. THAT COUNCILMAN LAU IS HEREBY PERMANENTLY EXPELLED FROM THE CITY COUNCIL, EFFECTIVE IMMEDIATELY. **Action:** Approve, **Moved by:** Councilman Joe Mendoza, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Passed, **Summary:** Yes 3, No 2 **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Mendoza, **No:** Councilman Lau, Councilman Hanan

The Mayor called a recess for the expulsion.

7.2. Councilman Hanan's Request: Discussion and Possible Action to adopt Resolution number 26-003 and discuss the competency, character, and/or alleged misconduct of Councilman Torres including the results of the independent investigation conducted by Sutton Law and Consulting with possible action, including but not limited to: censure, removal from boards or committees, adoption of resolution, expulsion and request for resignation, etc

Removed from this agenda.

8. PUBLIC HEARINGS

8.1. (For Possible Action) Discussion and possible action regarding Bill #380 associated with ZMA25001 and TSM25001, concurrent requests from Wood Rodgers, Inc. on behalf of Genica Clover Ranch, LLC, for a zoning map amendment and tentative subdivision map rezoning (6) parcels containing approximately 24.72 acres 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) and creating a 105-lot single-family residential subdivision (APNs 021-331-15, -19, -20, -22, -29, and -38).

Treston Rodriguez, Senior Planner, presented: The project site is approximately 24.72 acres and is split-zoned with a minimum lot size of 1 half acre and 5 acres. There is a mix of residential lot sizes in the surrounding area. The proposed SF6 zoning district would allow for a minimum lot size of 6,000 square feet, consistent with other residential neighborhoods. The SF6 zoning would allow for approximately 175 units at maximum, the applicant is only proposing 105 lots. The applicant has proposed installing an open-view fence along portions of the subdivision boundary. The three findings needed to amend the zoning map have been found. The project has been designed to comply with applicable environmental and health regulations. Because this project is located within an established portion of the city, police, fire, transportation infrastructure, parks and other public services. Students generated by the project would attend Cottonwood Elementary, Silverland Middle and Fernley High school. The project conforms to the Citys Transportation Master Plan and the traffic analysis indicates the development will not create adverse levels of service impacts in future years plus project conditions. Improvement recommendations include an eastbound left-turn lane, a flashing crosswalk at Farm District Road and full improvement along Clover Lane.

Derek Kirkland with Wood Rodgers presented. He states they have been working on this for almost a year and have met with the neighborhood several times. There was an agreement to not pipe the ditch on the western boundary. Clover Lane is an easement and part of the project will be to make this a full right-of-way which will be dedicated to the city. This project will have 105 lots with 3 of them being common open space lots. About 40 lots are between 6,000 and 7,000 square feet; the rest are between 7,000 and 12,000 square feet. In terms of traffic, we are planning to extend Clover Lane down through the site and extend through the city-owned property to connect to Sutter. That will allow traffic to head to US 50, which will relieve a lot of the traffic on Farm Disc Road.

Councilman Mendoza asked about the drainage plan and water flow path. Wood Rodgers showed where there would be a retention basin. They assured Council they would verify and as they enter the final design steps they will provide all the calculations to the City Engineer.

Councilwoman Zoberski had concerns about the traffic and weather the retention areas would be maintained by the city.

Berry Williams, Public Works Director, stated, they could be considered an open space and depending on design, they could be used for a park or other amenities for the public.

Lauren Chilson, with GCW - We recognize the roundabout has issues. We've conducted many traffic studies in the city of Fernley. What we did in the traffic study was to recognize that people are going to go different ways during peak hours. We wanted to assess the worst case in the local neighborhood, and so we assigned, for the purposes of our analysis, most of that traffic to the north towards US 50, so that we made sure we captured any potential impacts in the neighborhood. We didn't find anything significant. If that traffic were routed to Farm District, Cottonwood, around the back, around the west side. Also, those intersections are functioning at levels that would be okay, and so they're within level service policy. We didn't find any significant impact in that direction either. We wanted to look at the worst case, make sure we addressed any impacts in the neighborhoods to the north. We did that, and we're confident that we're not creating any significant impacts.

Becki Howlett opposes this new development, siting traffic and the size of the lots.

Steven Grizzles lives on the east side of this development. He has major concerns and opposes this development.

Michelle Barney is in favor of the new development.

Bill Swagger expressed concerns about flooding in the area.

Motion: CONSIDERING THE INFORMATION CONTAINED IN THE APPLICANT'S SUBMITTAL PACKAGE, AND BASED ON THE ANALYSIS PRESENTED IN THE STAFF REPORT, I MOVE TO APPROVE AND ADOPT BILL 380 AND ZMA25001, REZONING THE SUBJECT PARCELS FROM RR1 HALF AND RR5 TO SF6 AND APPROVED TSM25001, SUBDIVIDING 24.72 ACRES INTO 105 SINGLE-FAMILY RESIDENTIAL LOTS, WITH THE ADDED CONDITION THAT THE DEVELOPER COMMUNICATE WITH THE CITY ENGINEER, THE NEIGHBORS ON IRRIGATION, AND MV ENERGY, TO MAKE SURE IT'S COHESIVE. **Action:** Approve, **Moved by:** Councilwoman Felicity Zoberski, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 3, No 1 **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, **No:** Councilman Mendoza

9. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

9.1. Discussion and Possible Action: The City Council previously approved moving forward with a comprehensive Efficiency Study to evaluate current operations, organizational structure, service delivery, and resource utilization. This direction was provided several months ago with the intent of advancing transparency, accountability, and operational effectiveness. Since that approval, limited formal updates have been provided to the Council regarding progress, development of the Request for Proposals (RFP), or anticipated timelines. As a result, this item is being brought forward to formally reestablish priorities, ensure accountability, and move the project forward in a timely and transparent manner. (Councilman Mendoza)

Councilman Mendoza raised concerns about significant delays and lack of progress on a requested efficiency study, outlining a timeline that began with a formal request on March 19, 2025. Although the request was approved for agenda placement on April 16, 2025, it was not brought forward for consideration until October 1, 2025, when it was ultimately approved by Council. Following that approval, Councilman Mendoza noted that no meaningful updates or tangible progress were communicated for several months. Due to this lack of follow-through, the item was placed back on the agenda on February 4, 2026, and an update was finally provided on February 13, 2026.

The Council Member expressed frustration that nearly a year had passed without substantive movement on the study and criticized the delay as unacceptable and indicative of poor business practices. Councilman Mendoza has concerns that it could take more than a year to get the RFP out.

Mayor McIntyre takes responsibility and states this falls under him and the City Manager.

Lydia Altick, Acting City Manager: When this request was initiated in April 2025, the City Manager left shortly after and the consensus was that there would be a new City Manager and that hasn't happened yet. Acting City Manager Lydia Altick told council the RFP has already gone out, it went out in early March, and they are currently working on it.

Mayor McIntyre is hopeful this will be rectified in the next few months.

10. PUBLIC FORUM

Dolores Oberg wanted to clear up some of her comments in the first public comment of the night, she said she'll address it privily with Councilman Hanan after the meeting.

11. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 8:34 PM.

Approved by the Fernley City Council on _____, by a vote of:

AYES _____ NAYS:_____ ABSTENTIONS:_____ ABSENT:_____

_____ _____

Mayor Neal E. McIntyre ATTEST: City Clerk Kim Swanson

Kimberly Swanson

From: Albert Torres
Sent: Tuesday, March 3, 2026 6:50 PM
To: Kimberly Swanson; Sandy Harris
Subject: Fw: Meeting

Please add to the record for tomorrow's council meeting
Thank you,
Albert

Albert Torres
Ward 4 City Council
City of Fernley
atorres@cityoffernley.org
775 301-0002

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Linda Carr <sandlcarr5662@sbcglobal.net>
Sent: Tuesday, March 3, 2026 6:43:28 PM
To: Albert Torres <atorres@cityoffernley.org>
Subject: Meeting

> You don't often get email from sandlcarr5662@sbcglobal.net. Learn why this is important

Councilmen Torres,

I unfortunately can't attend the meeting tomorrow evening. I would like you to know I support you 100%. You have always had high standards and always very professional. You care about the City. You're not a yes man. You always do your homework. I may not be in your ward but I know you are there for ALL the citizens. It is unfortunate the character of some of our council members. Hold your head high and continue to be the honest, caring and ethical person I know you are.

Respectfully,
Linda Carr
60+ year Fernley Resident

Sent from AT&T Yahoo Mail on Android

Tammy R. Schiller, RDH
502 Hudson Circle
Volga, SD 57071
Tammyschiller1@gmail.com
02/26/25

City of Fernley
City Manager's Office
595 Silver Lace Boulevard
Fernley, NV 89408
mcarter@cityoffernley.org

To Whom It May Concern:

I've known Albert "Bert" Torres for 25 years. I would be considered Albert's stepsister in law. My father was married to his former mother-in-law. I would like to share some outside perspectives for Mr.Torres personal character and actions.

Mr. Torres has always tackled issues at hand with grace, integrity and discernment. I have known Mr. Torres to be an incredibly understanding, patient and kind person. In every challenging situation, be it personal or professional he has never made a decision that I would question even under extreme duress or social pressure. Albert is one of the most authentic, logical and measured people I know. I cannot think of an instance where he has made a rash decision or caused distress to those around him in decision making. I am a cautious person by nature and do not extend trust freely. I know Albert considers things deeply before making decisions and would consider him a wealth of knowledge in all things community and safety. I believe Albert is an asset to any community he is able to serve and provide direction in future decisions.

I volunteered to write this letter and was not asked. I am happy to answer any questions or expand on topics discussed. I will make myself available to you.

Sincerely,

Tammy R. Schiller, RDH

Tammy R. Schiller, RDH

FCC 3/4/26

Official Public Meeting Sign-in Sheet for the Record

Name: Please print clearly	Organization & Contact Info
Julie Torres	
[illegible]	
Sharon Holley	
Delores Oberg	
Kelly Bryant	
Tom EHRHART	
Debbie Skinner	
Stored Gassers	

Submitted

PRIVILEGED AND CONFIDENTIAL/ ATTORNEY CLIENT COMMUNICATION/ ATTORNEY WORK PRODUCT/ PREPARED AT REQUEST OF COUNSEL

WORKPLACE INVESTIGATION REPORT

FERNLEY CITY COUNCILMAN ALBERT TORRES

February 12, 2026

Prepared by:

Timothy B. Sutton, Esq.

Sutton Law & Consulting Group
2171 S. Hwy. 160
Pahrump, NV 89048
(775) 990-5027
tim@suttonlawgroupllc.com

PRIVILEGED AND CONFIDENTIAL/ ATTORNEY CLIENT COMMUNICATION/ ATTORNEY WORK PRODUCT/ PREPARED AT REQUEST OF COUNSEL

I. EXECUTIVE SUMMARY

Based on consistent accounts from a majority of witnesses, supported by publicly available meeting recordings and by the governing policy framework, the preponderance of the evidence establishes that Councilman Albert Torres ("Torres") has engaged, over an extended period, in a pattern of conduct toward City staff in public meetings that is demeaning, confrontational, or intimidating, thereby violating the City's Employee Bullying policy (§2.3), conflicting with the City's Prohibition of Workplace Violence policy where it encompasses intimidation/harassment (§2.10), and breaching the City Council's Rules of Decorum (Resolution 17-010) which require treating staff with dignity, courtesy, and respect.

II. THE INVESTIGATION

A. Scope of Investigation

This investigation was initiated in response to concerns regarding Torres's conduct toward staff and overall meeting decorum during multiple City Council sessions in 2024–2025, including budget workshops and regular meetings. The inquiry examined whether Torres's manner of engagement—alleged public criticisms of staff competence or integrity, accusatory insinuations, and the use of meeting mechanics—created a hostile or intimidating environment inconsistent with City policies and the Council's decorum rules.

B. Policies

The following policies, resolutions, and bylaws were reviewed and considered in this investigation:

Policy/Bylaw	Available at
City of Fernley Personnel Policies and Procedures	City of Fernley Human Resources
City of Fernley Resolution No. 17-010[1]	City of Fernley Human Resources
City of Fernley Resolution No. 17-011[2]	City of Fernley Human Resources

C. Witnesses Interviewed

Witnesses were interviewed remotely via Microsoft Teams. Eight witnesses were interviewed as follows:

[1] A Resolution of the Fernley City Council, State of Nevada Providing for Rules of Decorum Relating to Public Input and Council Member Conduct. Approved by the City Council on June 7, 2017.

[2] A Resolution of the Fernley City Council, State of Nevada Providing for Rules of Procedure. Approved by the City Council on June 7, 2017.

Witness	Interview Date	Method
Witness A	7/21/2025	Remote
Witness B	7/10/2025	Remote
Witness C	7/21/2025	Remote
Witness D	8/20/2025	Remote
Witness E	8/21/2025	Remote
Witness F	8/21/2025	Remote
Witness G	9/17/2025	Remote
Witness H	9/19/2025	Remote

Councilman Torres, the subject of this investigation, declined to be interviewed. In his declination email, attached hereto as **Exhibit "A"**, Torres expressed concerns that the present investigation was frivolous and retaliatory and requested the identity of the Complainant and any witnesses. This investigator did not provide the identity of the Complainant or any witnesses.

At the outset of every interview, each witness was advised that the investigator was independent and did not represent the City or any of the other witnesses. Witnesses were also asked if they required any special accommodation as part of the interview process (e.g. interpreter, written materials, assistive listening devices, etc.). Witnesses were admonished to keep all interview discussions confidential until completion of this report. Witnesses were also instructed that retaliation by them, against them, or against anyone else was strictly prohibited and that any instances of retaliation should be reported to this investigator.

D. Physical Evidence

Over the course of this investigation, the following physical evidence (e.g. video, documents, photographs, etc.) was reviewed:

Evidence	Available at
Video of February 5, 2025 Fernley City Council Meeting	https://fernleynv.portal.civicclerk.com/event/399/media
Video of February 19, 2025 Fernley City Council Meeting	https://fernleynv.portal.civicclerk.com/event/411/media
Video of April 2, 2025 Fernley City Council Meeting	https://fernleynv.portal.civicclerk.com/event/401/media
Video of April 3, 2025 Fernley City Council Meeting	https://fernleynv.portal.civicclerk.com/event/449/media
Video of May 8, 2025 Fernley City Council Meeting	https://fernleynv.portal.civicclerk.com/event/451/media

Nevada Acknowledgment of Ethical Standards for Public Officials	City of Fernley Human Resources
City of Fernley Acknowledgement of Rules of Decorum and Rules of Procedure	City of Fernley Human Resources
City of Fernley Acknowledgment and Receipt of Personnel Policies	City of Fernley Human Resources
City of Fernley Acknowledgment of Ethical Standards	City of Fernley Human Resources

E. Evidentiary standard

After conducting the investigation and reviewing the relevant documents, this investigator reached a reasonable conclusion based on the information provided to him in the witness interviews and documents. A "preponderance of the evidence" standard was used to evaluate the claims asserted by the Complainant. A preponderance of the evidence standard means that the evidence on the side showing a claim to be true outweigh the evidence on the other side.

III. WITNESS INTERVIEW SUMMARIES[3]

A. Witness A

Witness A confirmed his/her role and tenure with the City of Fernley.

Witness confirmed his/her understanding that the inquiry relates to concerns about conduct during council meetings and personnel decisions. Witness recalled that shortly his/her role began, he/she observed an incident where the former City Manager instructed Councilmember Torres to leave a meeting, but Torres refused. Although the City Manager indicated the meeting should end, it continued, and no one left. Soon after, the City Manager was either terminated by the mayor or resigned. Witness noted that Torres later read a statement at a subsequent meeting explaining his reasons for wanting the City Manager removed, which he/she disagreed with. While Witness was aware of minor disagreements between Torres and the City Manager, he/she did not believe they warranted termination.

Witness also described a May budget meeting involving Councilman Stan Lau, during which he/she could not clearly hear Torres' comments. Witness did not like the motion presented but could not confirm whether Torres' remarks were inappropriate. Witness further stated that Torres appeared to have influenced the departure of other key personnel, including the former City Attorney, who resigned after receiving a poor evaluation in a public meeting, and later returned. Witness also heard that Torres

[3] Witness summaries are provided chronologically by the witness interview date.

pressured the former Public Works Director to quit and expressed dislike for a former HR employee, who eventually resigned. Witness believed these actions contributed to instability and made the city appear poorly managed.

Although Witness acknowledged that Torres generally follows rules of decorum, he/she expressed concerns about his honesty, stating that he sometimes misleads others into thinking matters are resolved, only to surprise them during board meetings. Witness cited an instance where Torres asked the current Public Works Director about morale, and the response was, "What morale?" or "There is no morale." Witness voiced broader concerns about Torres' influence over the council, particularly with the support of Zoberski and Councilman Mendoza, and worried about the city's reputation under his leadership.

Witness did not report any of these incidents, nor does he/she have documentation to support his/her account. Witness has not discussed these matters extensively with others and does not believe there are underlying factors contributing to the situation. Witness noted that the turnover of personnel has made it difficult to find and retain qualified staff, negatively impacting operations and the city's image.

B. Witness B

Witness B confirmed his/her role and tenure with the City of Fernley.

Witness participated in this investigation as the complainant and stated that he/she did not personally file the complaint but believes someone did so on his/her behalf.

Witness described a pattern of behavior by Councilman Torres that he/she characterized as bullying during council meetings over the past year. Witness stated that Torres regularly criticized his/her work, accused him/her of incompetence, laziness, and dishonesty, and suggested he/she was taking bribes. According to Witness, Torres implied that if he/she worked from home, he/she must not have sufficient work to do. Witness noted that Torres' behavior was particularly aggressive from April of the previous year through April of this year, though Witness observed some improvement in recent months, which he/she attributes to the ongoing investigation.

Witness expressed that the hostile environment has significantly impacted his/her well-being. Witness stated that he/she now takes medication before council meetings and began therapy in late 2024 due to anxiety. Witness documented his/her experiences in a personal journal, noting panic attacks during meetings, including symptoms such as shaking, sweating, and a racing heart. Witness recalled one instance where he/she informed a colleague that Witness was having a panic attack, and the colleague presented Witness' item on his/her behalf.

Witness further observed that the council's behavior has contributed to high staff turnover, citing the departures of the former planning director, two city managers, and other employees. Witness emphasized that he/she did not initiate the complaint and that his/her participation in this investigation was based on another individual's recommendation.

C. Witness C

Witness C confirmed his/her role and tenure with the City of Fernley. Witness stated that he/she believes the inquiry relates to Councilman Torres' conduct, including alleged violations of the Open Meeting Law (OML) and inappropriate behavior toward staff.

Witness reported that Torres appeared to disregard OML requirements by allegedly lining up votes outside of council meetings. Witness described Torres as partial, self-aggrandizing, and inclined to take credit for others' efforts. Witness recalled that Torres publicly attacked him/her and the HR Director, claiming a compensation study was flawed because it benefited them. The council later voted to hire an outside consultant, whose findings matched the original study.

Witness recounted that during the public hiring process of the most recent city manager, Torres asked an off-script question, prompting the city attorney to admonish him. Witness suspected Torres was upset that the mayor had not appointed Torres' preferred candidate in a prior search. During his/her first six months, Witness scheduled regular meetings with council members; Torres initially did not attend but later contradicted positions outside those meetings.

In September 2024, the mayor conducted Witness' annual evaluation, soliciting council input. Witness stated that Torres submitted a six-page critique labeling him/her insubordinate and ineffective, without examples or improvement suggestions. The mayor excluded Torres' comments from the final evaluation, which angered Torres. Witness reported that Torres distributed his/her critique to the public at a subsequent meeting, and Councilwoman Zoberski did the same at a May meeting.

Witness also alleged that Torres spread rumors about him/her having inappropriate interactions with members of the opposite sex in the organization. Witness learned that Torres cited these rumors during an executive session as a reason for seeking Witness' termination, claiming that another employer felt uncomfortable meeting with him/her alone. Witness questioned why this was never formally investigated.

Witness described a broader pattern of Torres' public criticism and pressure on staff, which he/she believes harmed morale. Witness listed multiple employees who resigned or were targeted, including former planning director Tim Thompson, former

HR Director Jackie, former City Manager Daphne Hooper, and others. Witness noted that Torres was reportedly abusive toward another Witness, who confided that he/she takes medication before council meetings, and that other staff members have left meetings in tears. Witness stated that Torres also sought the termination of the City Clerk and targeted other employees, creating a climate of fear and instability.

Witness did not formally report these incidents but discussed concerns with senior staff, the mayor, and the city attorney. Witness attributed Torres' behavior to being "power hungry and vindictive" and observed that the impact included staff anxiety, emotional distress, and resignations. Witness did not provide documentation but referenced conversations and staff meetings where these issues were addressed.

D. Witness D

Witness A confirmed his/her role and tenure with the City of Fernley. Witness stated that his/her perspective is based on observations and, in some cases, hearsay.

Witness described Councilman Torres as rude, blunt, and disrespectful toward staff, characterizing him as a bully who exerts control over the board and targets employees. Witness stated, "You can have a good relationship with him until you tell him something he doesn't like, and then you have a target on your back." According to Witness, Torres frequently pulls items from the agenda as a means of punishment and control, and he/she reported being wrongfully accused by Torres of removing items when, in fact, he had done so. Witness believes Torres is manipulative and summarized his influence by saying, "If Albert's not happy, ain't nobody happy."

Witness asserted that Torres has been responsible for multiple staff departures and terminations. Witness cited the former planning director, who resigned after repeated criticism and interference by Torres, and noted that the city currently lacks a city manager because Torres refused to pass the budget until the city manager resigned or was defunded. Witness suspects Torres may be leaking information to a friend who plans to run for council and expressed concern about hidden agendas and Torres' ego. Witness fears that any future city manager with self-respect will also be driven out.

Witness further stated that Torres was harsh toward another employee, berating that employee for mistakes on agenda items, and that nearly everyone has experienced Torres' rudeness at some point. Witness emphasized that "nobody should have this much power." Witness also mentioned hearing that Torres played a role in the departure of the former city attorney, who later returned as deputy city manager.

Witness did not formally report these incidents but noted that the mayor, HR, and city attorney were copied on related emails. Witness is unaware of any corrective actions taken. Witness identified public meeting videos as the only potential evidence and

stated that concerns are occasionally discussed during employee meetings. Witness reported that Torres' behavior creates fear of retaliation and makes staff feel unsafe, adding that it is frustrating to see council claim financial constraints while approving a $500,000 payout to the city manager, which he/she attributes to Torres' influence. Witness did not provide additional information beyond these statements.

E. Witness E

Witness A confirmed his/her role and tenure with the City of Fernley. Witness stated his/her involvement relates to his/her experience and observations of bullying behavior by Councilman Torres.

Witness described his/her first interaction with Torres as witnessing him deliver a harsh performance review to then-City Manager Daphne Hooper during a public meeting. While Witness could not recall specific statements, he/she characterized the tone as unprofessional. Witness noted that Torres has generally been respectful toward him/her and other staff at his/her level, but has been abusive toward city managers and other department heads. Witness stated that Torres frequently insults staff during public meetings, manufactures concerns, and reacts aggressively to legitimate issues. According to Witness, Torres often implies that the City Manager's Office and Planning Department are "on the take," feeding into constituent suspicions of corruption.

Witness reported hearing gossip that Torres was upset when a candidate he favored was not considered for the city manager position, despite lacking qualifications. Witness also heard that Torres behaved aggressively during a budget hearing, though he/she did not witness that herself. Witness stated that Torres' approach reflects a belief that he must hold "lazy government employees" accountable, but he/she believes his conduct is inappropriate and outside his role, as concerns should be raised privately with the city manager rather than in public forums.

Witness did not report these incidents, explaining that he/she never felt personally threatened and believed those targeted should file their own complaints. Witness noted that the mayor has acted informally as a buffer between council and staff, improving morale somewhat since taking office. Current HR staff have also been proactive in educating employees about reporting options and training. Witness recalled hearing that Torres was involved in efforts to remove a prior city manager, citing an off-duty bar fight as a pretext, which he/she viewed as disingenuous given the manager's strong performance.

Witness identified city council meeting footage—specifically the 2022 city manager evaluation—as potential evidence. Witness has not discussed these matters extensively beyond casual office conversations. Witness reported that Torres'

behavior, along with similar conduct from other council members, has been demoralizing, contributing to high turnover among city managers and department heads. While some turnover may relate to pay, Witness believes much of it stems from a toxic work environment. Witness expressed relief that the investigation is addressing these concerns.

F. Witness F

Witness A confirmed his/her role and tenure with the City of Fernley. Witness explained that his/her involvement relates to his/her role in presiding over council meetings where many of the reported issues have occurred.

Witness described Councilman Torres as frequently undermining him/her and staff, noting that Torres often steps outside his role. Witness characterized Torres as the leader of a group of council members—Zoberski, Mendoza, and Torres—who appear to coordinate actions outside of public meetings, which Witness believes violates the Open Meeting Law. Witness cited the decision to defund the city manager position as an example, stating that the group's coordinated effort resulted in the city manager resigning so the budget could pass.

Witness stated that Torres is not upfront or honest, seeks praise for his actions, and targets individuals persistently until they leave. Witness reported that several employees, including Brandie Jensen, Ben Marchant, and Whelan, have departed due to Torres' behavior. Witness noted that Torres prepares extensively for meetings but uses that preparation to pursue personal agendas rather than the city's best interests. Witness said he/she spoke with the city attorney about these concerns and identified public meeting videos as potential evidence. Witness also discussed the situation with his/her spouse and other employees. Witness believes Torres' background in law enforcement contributes to his approach, describing Torres as operating under the assumption that "everyone is guilty until proven innocent" and always looking for wrongdoing.

Witness reported that Torres' conduct has been disruptive and harmful to morale, causing fear among staff and discouraging open communication. Witness stated that the environment has led to the loss of good employees and negatively impacted city operations. According to Witness, staff members worry about retaliation or being targeted, and witness believes Torres prioritizes his own interests over those of the city.

G. Witness G

Witness A confirmed his/her role and tenure with the City of Fernley. Witness stated that his/her understanding of the inquiry was to provide his/her perspective regarding Councilman Torres.

Witness reported that he/she has no issues with Councilman Torres and described him as a "straight shooter." Witness acknowledged that Torres' background as a former law enforcement officer might make some individuals feel intimidated, though he/she has not personally observed or been told by others that they feel uncomfortable with him. Witness noted that he/she initially butted heads with Torres but now maintains a good working relationship with him. Witness characterized Torres as a confident male and suggested that his demeanor may contribute to perceptions of intimidation.

Witness stated that he/she is not aware of any specific incidents involving Torres and did not provide additional information beyond these statements.

H. Witness H

Witness A confirmed his/her role and tenure with the City of Fernley. Witness stated that his/her understanding of the inquiry was to provide his/her perspective regarding Councilman Torres.

Witness described an incident where another councilmember acted inappropriately toward Torres during a meeting, prompting the mayor to call a recess. Witness heard there were subsequent discussions in the hallway and bathroom, but did not witness them. Witness stated that he/she observed nothing inappropriate on Torres' part during that event.

Witness reported that Torres challenged the validity of a staff study during a board presentation and requested that an outside company conduct a new study at a substantial cost to the City. Witness stated that Torres treats other employees poorly. Witness described Torres' tone during employee presentations as confrontational and disrespectful, noting that he often lodges personal attacks against staff in public meetings and dismisses others' input. Witness said he/she was told that an employee takes medication before meetings due to Torres' hostility. Witness characterized Torres as using bullying tactics, micromanaging staff, and being inconsistent in his directives—asking staff to complete tasks one way and later criticizing them for doing so, then demanding changes.

Witness identified public meeting videos as potential evidence and confirmed that he/she discussed these concerns with the city attorney, who advised that he represents the city and therefore could not take action. Witness also spoke with other employees and the mayor about the situation. Witness reported that Torres' behavior has caused several staff members to cry or leave and stated that he/she also takes

medication before council meetings, as do others he/she knows. Witness noted that staff have begun to accept this as the norm.

IV. FINDINGS AND ANALYSIS

A. Analysis of Violations of Policy and Law

Every employee of the City of Fernley is required to abide by the City's Personnel Policies and Procedures manual ("PPM")[4]. The PPM, which was most recently revised and adopted by the City Council on May 15, 2024. Torres acknowledged receipt of these policies and agreed to abide by them on August 15, 2019[5]. (**Exhibit "B"**).

Additionally, the City Council approved Resolution No. 17-010 on June 7, 2017. This Resolution sets forth rules of decorum relating to public input and Councilmember conduct during City Council meetings. Torres acknowledged receipt of this Resolution and agreed to abide by it on November 20, 2024. (**Exhibit "C"**).

Lastly, the City Council approved Resolution No. 17-011 on June 7, 2017. This Resolution sets forth rules of procedure and decorum applicable during City Council meetings. Torres acknowledged receipt of this Resolution and agreed to abide by it on November 20, 2024. (**Exhibit "D"**).

Accordingly, Torres' conduct must be analyzed using the City's own policies as a guide, including the PPM and Resolution Nos. 17-010 and 17-011.

1. Violations of City of Fernley Personnel Policies
   a) Fair Employment Practices (§2.1)

Section 2.1 of the PPM sets forth policies regarding fair employment practices. Section 2.1.2 provides that "The City of Fernley will not tolerate instances of harassment, discrimination, or retaliation, whether or not such behavior meets the threshold of unlawful conduct." The policy prohibits harassment, discrimination, and retaliation, and requires all employees to be treated with professionalism and courtesy. Several employees reported experiencing Torres' conduct in meetings as hostile, personally demeaning, or intimidating, with multiple individuals stating that they take medication before council sessions due to anxiety triggered by Torres's conduct. According to witnesses, Torres engaged in publicly belittling staff, questioning their ethics in front

[4] Although various sections of the PPM explicitly reference their applicability to elected officials, this investigator is assuming, for the purposes of this investigation, that **all** policies apply to elected officials as well as to employees. A full analysis of whether the PPM applies to elected officials is beyond the scope of this investigation.

[5] Although Torres' acknowledgement of the policies predates the most currently adopted version of the PPM, the acknowledgment states that the signer is responsible for abiding by any subsequent updates.

of colleagues and the community, and fostering an atmosphere that employees perceive as unsafe or emotionally harmful. Accordingly, Torres's conduct violates Section 2.1.

b) Anti-Harassment (§2.2)

Section 2.2.1 of the PPM states that "City of Fernley promotes a productive work environment and does not tolerate verbal, physical, written, or graphical conduct/behavior(s) that harasses, disrupts, or interferes with another's work performance[.]" The PPM clarifies that prohibited harassment includes offensive verbal and written communication, gestures, and physical conduct.[6] Multiple witnesses report offensive verbal conduct by Torres (insults, accusations of corruption), public belittling, and disruptive behavior that interfered with staff's ability to present or participate. and therefore, Torres' conduct constitutes harassment as defined in PPM §2.2.

It should be noted that the Policy statement contained in Section 2.2.1 references protected classes, however, the remainder of the harassment policy does not mention protected classes thereafter. Consequently, it is unclear if the harassment policy only prohibits conduct based on a person's protected class. If so, Torres' conduct did not constitute harassment based on a protected class or category. If the policy is not limited to protected classes or categories, then Torres' conduct constitutes harassment pursuant to Section 2.2.1.

c) Employee Bullying (§2.3)

Section 2.3.1 of the PPM defines bullying as repeated mistreatment of one or more persons by one or more perpetrators in the form of verbal abuse or offensive conduct/behaviors (including nonverbal, physical, and cyber-bullying) which are threatening, humiliating, or intimidating. Section 2.3.2 of the PPM affirmatively states that the City "will not tolerate" bullying behavior. The PPM provides a non-exhaustive list of prohibited behavior including, the following:

- *Verbal Bullying* includes slandering, ridiculing or maligning an employee or his/her family; persistent name calling, which is hurtful, insulting, or humiliating; yelling, screaming, and cursing; chronic teasing; belittling opinions or constant criticism.

• *Physical Bullying* including pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to an employee's work area or property.

[6] For a non-exhaustive list of examples of prohibited conduct, see PPM §2.2.2.

• *Nonverbal Bullying* includes nonverbal threatening gestures or glances which convey threatening messages; threatening actions; socially or physically excluding or disregarding a person in a work-related activity.

Witnesses describe a pattern where Torres called employees incompetent, lazy, dishonest, insinuated bribe-taking, and ridiculed remote work. Witnesses independently depict a recurring public pattern: personal attacks, insinuations that departments are "on the take," berating staff for agenda issues, and confrontational/disrespectful tone toward department heads and managers. Reports of staff crying, medicating before meetings, and fear of being targeted reinforce the "repeated" and "intimidating" elements. Torres' actions constitute bullying as defined in §2.3.

d) Prohibition of Workplace Violence (§2.10)

Section 2.10.1 of the PPM states that the City of Fernley is committed to providing for the safety and security of all employees, customers, visitors, and property. Further, Section 2.10.3 provides that the City will not tolerate any form of workplace violence including acts or threats of physical violence, intimidation, harassment, and/or coercion, which involve or affect the City of Fernley, or which occur on property owned or controlled by the City of Fernley, or during the course of the City of Fernley business or which occur at a City of Fernley sponsored social gathering.

The policy mandates a safe and secure workplace and prohibits all forms of threats, intimidation, and violent behavior. The record reflects intimidation by Torres (staff reporting fear, medication before meetings, panic attacks; several witnesses describing hostile, confrontational exchanges that chilled staff contribution). There are no direct threats of physical violence attributed to Torres in these statements, but the intimidation/harassment element suffices under §2.10 and therefore Torres' conduct violated it this section.

e) Code of Ethical Standards (§2.12)

Section 2.12 of the PPM pertains to elected and appointed officers of the City. This policy recognizes that holding public office is a public trust and in order to preserve that trust, the City demands that the highest code of conduct and ethical standards. Accordingly, this section sets forth a non-exhaustive list of behaviors representing the basic level of conduct expected from elected City employees:

- They will treat everyone, including coworkers, subordinates, supervisors, customers and the public, with the utmost professionalism and courtesy.

- They will comply with all applicable federal, state, and local laws.
- They will comply with any lawful and reasonable direction given by someone in the employee's agency who has authority to give the direction.
- They will maintain appropriate confidentiality.
- They will disclose, and take reasonable steps to avoid, any actual or potential conflict of interest in connection with their employment.
- They will use City of Fernley resources in a proper manner.
- They will not provide false or misleading information in response to a request for information that is made for official purposes in connection with their employment.
- They will, at all times, act in a way that upholds the values and the integrity and good reputation of City of Fernley.
- They will comply with any other conduct requirement that is prescribed by the City of Fernley.

Witnesses recount Torres' personalized disparagement in meetings (e.g., accusing staff/units of being "on the take," public "attack" on studies and staff, repeated belittling of directors). Witnesses also report targeting individuals "until they leave," manipulative conduct, and agenda-pulling perceived as punitive. Witnesses noted that staff embarrassment, turnover, and low morale were directly caused by Torres' actions. Based on the foregoing, Torres' conduct violates section 2.12.

2. Violations of City of Fernley Resolution Nos. 17-010 and 17-011

In addition to violating several provisions of the PPM, Torres' conduct also ran afoul of City of Fernley Resolution Nos. 17-010 and 17-011.

a) Respectful Conduct

Resolution 17-010 states Councilmembers must treat staff and the public with dignity, courtesy, and respect. Multiple witnesses describe confrontational, disrespectful tone toward staff by Torres during presentations, personal attacks, and behavior reasonably experienced as intimidating. That conduct violates the core decorum standard of dignity/courtesy/respect.

b) Prohibited Conduct (Section V.D)

Section V.D of the Resolution 17-011 explicitly prohibits the following:

- Profanity or vulgar language or gestures

- Language that insults or demeans any person
- Interruptions or disruptive behavior
- Behavior that reasonably intimidates others

Reports of demeaning and accusatory remarks by Torres about staff integrity, interruptive and intimidating exchanges, and use of meeting mechanics perceived as punitive collectively undermine order and decorum. Multiple witnesses describe confrontational, disrespectful tone toward staff during presentations, personal attacks, and behavior reasonably experienced as intimidating.

V. CONCLUSION

Based on the totality of the evidence and applying a preponderance of the evidence standard, the investigation establishes that Councilman Torres engaged in a sustained pattern of conduct that violated multiple provisions of the City of Fernley Personnel Policies and Procedures Manual and the Council's Rules of Decorum and Procedure. Witnesses consistently described repeated verbal mistreatment, confrontational and demeaning public comments, intimidation, and behavior that undermined staff morale and interfered with the effective functioning of the workplace. This conduct constitutes bullying under PPM §2.3, is inconsistent with the professionalism, courtesy, and ethical standards required under PPM §§2.1, 2.2, 2.10, and 2.12, and breaches the expectations of dignity, respect, and orderly participation set forth in Resolutions 17-010 and 17-011. These actions occurred in public meetings, impacted employees' well-being and participation, and diminished confidence in the City's governance processes.

Respectfully submitted,

Timothy B. Sutton, Esq.
Independent Investigator
Sutton Law & Consulting Group

EXHIBIT A

EXHIBIT A

From: Albert Torres <atorres@cityoffernley.org>
Sent: Tuesday, October 21, 2025 9:34 AM
To: Tim Sutton <tim@suttonlawgroupllc.com>
Subject: Investigation

Good morning.

I am informing you that after my consultation, I will not be attending any interview regarding the current investigation being conducted on me by poolpact. This frivolous and retaliatory complaint from a third-party complainant, should have been squashed upon receiving , since according to the [redacted], the alleged victims were not aware this complaint had even been made.

I have requested and have been denied, any information regarding the allegations against me, dates of occurrence, times and locations, alleged victims, and specific acts I've allegedly committed.

I will not attend an open-ended interview, especially after the obviously biased and very unprofessional statements by Becki Bruh about myself on an open microphone during a recently recorded City Council meeting that I was present at.

Upon the completion of your investigation please send me a copy of your report so I have it for my records.

I appreciate your time and effort.

Albert

Albert Torres

Ward 4 Councilman

City of Fernley

775 301-0002

atorres@cityoffernley.org

Get Outlook for Android

EXHIBIT B

EXHIBIT B

City of Fernley
CITY MANAGER'S OFFICE

Administration
Human Resources
Budgeting
Risk Management
& Contracts

EMPLOYER PERSONNEL POLICIES

The attached document is a copy of the personnel policies for all employees of **the City of Fernley**. The contents of these policies do not constitute a contract of employment and should not be construed as a guarantee of continued employment with **the City of Fernley**. Any provision of these policies that conflicts with the provisions of a collective bargaining agreement (CBA) is superseded by the provisions of that CBA for employees in the bargaining unit.

ACKNOWLEDGMENT AND RECEIPT

This is to acknowledge that I have received a copy of **the City of Fernley's** personnel policy which was adopted **December 5, 2018**.

I acknowledge that I am expected to read, understand, and adhere to these policies and that I am governed by the contents of these policies unless there is a direct conflict with my collective bargaining unit's agreement, if applicable. I understand that my failure to comply with these policies may result in disciplinary action, up to and including termination. If I have questions concerning these policies, I will bring it to the attention of my supervisor, department head, or **City of Fernley** administration.

I also understand that **the City of Fernley** may change, rescind, or add to any policies, benefits, or practices described in these policies from time to time and without prior notice, at the sole and absolute discretion of **the City of Fernley**, provided such changes, rescissions and/or additions are not prohibited by law. I will be responsible to maintain these policies, inserting all updates issued. I agree I will return my copy of **the City of Fernley's** personnel policies upon termination of employment with **the City of Fernley**.

Albert Torres
Employee's Signature

ALBERT TORRES
Employee's Name (Printed)

8-15-19
Date

EXHIBIT C

EXHIBIT C

RESOLUTION NO. 17-010

A RESOLUTION OF THE FERNLEY CITY COUNCIL, STATE OF NEVADA PROVIDING FOR RULES OF DECORUM RELATING TO PUBLIC INPUT AND COUNCIL MEMBER CONDUCT

WHEREAS, the City Council recognizes the importance of protecting the rights of its citizens to express their opinions on the operation of City government and encourages their participation in the local government process; and

WHEREAS, the City Council also recognizes that there is a significant governmental interest in conducting orderly, efficient meetings of public bodies; and

WHEREAS, it is the duty of the Mayor to ensure that decorum is maintained at the meeting; and

WHEREAS, in order to conduct orderly and efficient meetings of the City Council, order must be preserved, and

WHEREAS, the City Council is composed of individuals with a wide variety of background, personalities, values, opinions and goals; and

WHEREAS, despite the diversity of the City Council, all have chosen to serve in public office in order the improve the quality of life in the City of Fernley; and

WHEREAS, in all cases, the common goal should be acknowledged even as Council Members agree to disagree on contentious issues; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FERNLEY, that the following is hereby adopted by the City Council for the City of Fernley, Nevada:

1. Council members shall:

   A. Put constituents foremost at all times;

   B. Treat each other, staff, and members of the public with dignity, courtesy, and respect;

   C. Encourage and ensure that the public treats the City Council, staff, and members of the public with dignity, courtesy, and respect;

   D. Maintain confidentiality of all closed session materials and discussion;

   E. Be attentive to others, limiting interruptions and distractions;

F. Encourage diverse viewpoints in deliberations while being mindful not to prolong discourse or block consensus;

G. Agree to respectfully disagree;

H. Keep comments clear, concise and on-topic;

I. Start and end meetings on time, work from the agenda;

J. Present problems in a way that promotes discussion and resolution.

2. To ensure that decorum is maintained at the meeting, the Mayor shall:

A. Preserve order and decorum at all regular and special meetings of the City Council, and shall have the authority to regulate irrelevant debate, repetitious discussion and disruptive behavior at a public meeting;

B. Decide all questions of order and decorum, subject, however, to an appeal of said decision forthwith by a member of the City Council, in which event a majority vote of the Council Members in attendance shall govern and conclusively determine such question of order or decorum;

C. Ensure that staff and members of the public direct their comments to the Mayor;

D. If necessary, help keep councilmember questions relevant to the matter being considered by the Council;

E. Prevent the use of obscene or profane language, physical violence or the threat thereof, or other loud and boisterous behavior which the Mayor [or a majority of the City Council] shall determine is intended as a disruption of the meeting;

F. If necessary, consider calling for a brief recess if orderly conduct of the meeting is being disrupted; and

[Remainder of page left intentionally blank.]

EXHIBIT D

EXHIBIT D

G. If necessary, and pursuant to Resolution, expel a member of the City Council from the meeting for the duration of the meeting, [subject to an appeal of said decision forthwith by a member of the City Council, in which event a concurrence of two-thirds of the Council Members in attendance shall govern and conclusively determine such question of order or decorum]

PASSED AND RESOLVED this 7th day of June, 2017, by the City Council of the City of Fernley, Nevada.

ACKNOWLEDGED AND APPROVED: Dated:

Neal E. McIntyre, Mayor — 12/4/2024

Ward One — 11-20-24

Ward Two — 11.20.24

Ward Three — 11/20/2024

Ward Four — 11-20-24

Ward Five — 11/20/24

Kimberly Swanson, City Clerk — 11/22/2024

RESOLUTION NO. 17-011

A RESOLUTION OF THE FERNLEY CITY COUNCIL, STATE OF NEVADA PROVIDING FOR RULES OF PROCEDURE

WHEREAS, under the authority of NRS 266.240, the Council has authority to adopt its own Rules of Procedure; and

WHEREAS, the Council recognizes and agrees that Rules of Procedures will assist to the benefit and convenience of the Council and the general public; and

WHEREAS, the Council believes Rules of Procedures will help the Council to conduct its affairs in a timely and efficient manner; and

WHEREAS, the Rules and Procedures do not create substantive rights for third parties or participants in proceedings before the Council; and

WHEREAS, the Council reserves the right to suspend or amend the Rules of Procedure whenever a majority of the Council decides to do so; and

WHEREAS, when the Rules of Procedures do not address a procedural issue, the Council may consider the most recent edition of Robert's Rules of Order for guidance; and

WHEREAS, the failure of the Council to strictly comply with the Rules of Procedures shall not invalidate any action of the Council; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FERNLEY, that **the following is hereby adopted by the City Council for the City of Fernley, Nevada:**

SECTION I. PURPOSE AND BASIC PRINCIPLES

A. Purpose of Rules of Procedure

1. To enable the City of Fernley to transact business fully, expeditiously, and efficiently while affording every opportunity to citizens to witness the operations of government.
2. To protect the rights of each individual Council member.
3. To preserve the spirit of cooperation among Council members.
4. To determine the will of the Council on any matter.

B. Basic Principles Underlying Rules of Procedure

1. The business of the Council should proceed in the most efficient manner possible.
2. Rules of Procedure must be followed consistently.
3. Council actions should be the result of a decision on the merits and not a manipulation of the procedural rules.
4. Only one subject may claim the attention of the Council at a time.
5. Each item presented for consideration is entitled to full and free discussion.
6. Every member has equal rights to participate and vote on all issues.
7. Every member must have equal opportunity to participate in decision-making.
8. The will of the majority must be carried out pursuant to the City's ordinances and resolutions; and
9. The Council must act as a body.

SECTION II MEETINGS

A. When and Where Regular Meetings Are Held

Council meetings and locations will be held as provided in Fernley Municipal Code Chapter 8, Section 2.08.03.

B. Adjourned or Recessed Meetings

1. A meeting of the Council is adjourned when the Council has finished its business and is bringing the meeting to a close, with the intention of holding another meeting at a later date. Generally, when a meeting of the Council is adjourned, the next meeting of the Council is preceded by opening ceremonies. A meeting of the Council is recessed when the Council takes a break between

sittings and after the recess business is resumed where it left off.

2. A properly called regular or additional scheduled meeting may be recessed or adjourned to a time and place certain by a motion made and adopted by a majority of the Council in an open session during the regular or additional scheduled meeting. The motion shall state the time and place where the meeting will reconvene. No further notice need be given of such a recessed or adjourned session of a properly called regular or additional scheduled meeting other than the requirements of the Nevada Open Meeting Law.

C. Seating Arrangement

The mayor shall occupy the center seat on the dais. The remaining members of the Council shall determine their seating arrangement by ward.

D. Mayor/Presiding Officer

Unless otherwise designated by the Mayor, the Mayor shall be the presiding officer. The presiding officer shall preserve order and decorum among the members and enforce the rules of the Council and determine the order of business. The presiding officer shall state every question coming before the Council, announce the decision of the Council on all subjects and decide all questions of order, subject to an appeal of the Council, in which event a majority vote of the Council shall govern conclusively to determine such question of order unless otherwise subject to veto procedures outlined in Chapter 266 of Nevada Revised Statutes.

SECTION III PARLIAMENTARIAN

A. Parliamentarian

The City Attorney shall serve as the Parliamentarian for the purpose of interpreting these Rules of Procedure and the Nevada Revised Statutes, as amended, as may be directed by the presiding officer or as required as a result of a point of order raised by one or more Council members. If the City Attorney is unavailable, his or her designee or the City Manager shall serve as the Parliamentarian.

B. Preservation of Order

1. At meetings of the Council, the presiding officer shall preserve order and decorum. The presiding officer shall have the following

powers:

a. To rule on motions in or out of order, including any motion not germane to the subject under discussion or patently offered for obstruction or dilatory purposes.

b. To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground.

c. To entertain and answer questions of parliamentary law or procedure.

d. To call a brief recess at any time.

e. To adjourn in an emergency.

2. A decision by the presiding officer under any of the first three powers listed above may be appealed to the Council upon motion of any member. Such a motion is in order immediately after a decision under those powers is announced and at no other time. The member making the motion need not be recognized by the presiding officer, and the motion, if timely made, may not be ruled out of order. There are two exceptions to this right of appeal: The presiding officer may adjourn without the Council's vote or appeal in an emergency; and he or she may also call a brief recess without a vote at any time, when necessary to reduce friction among the members. The presiding officer must continue to address the motion upon return.

SECTION IV AGENDA

A. Preparation

The Clerk shall prepare an agenda for the regularly scheduled meetings pursuant to Resolution #15-012, Agenda Process, incorporated by reference herein.

B. Delivery of Agenda

The Council meeting package, including the agenda and related materials, shall be delivered to each member of the Council and the City Attorney the Thursday prior to the regularly scheduled Council meeting.

SECTION V ORDER OF BUSINESS FOR COUNCIL MEETINGS

A. Order of Business

The Order of Business shall be determined by the Presiding Officer.

B. Consent Agenda

1. Upon request of any Council member, an item shall be removed from the Consent Agenda. The item shall be considered separately after adoption of the Consent Agenda.
2. The consent agenda shall be introduced by a motion "to approve," and shall be considered by the Council as a single item.
3. There may be a short discussion of consent agenda items to answer questions or clarify a matter. There shall be no lengthy debate or discussion of a consent agenda item.

C. Citizen Participation

1. Every petition, communication or address to the Council shall be in respectful language, whether verbal or written
2. Public presentations shall be for the purpose of allowing members of the public to present any matter which, in their opinion, deserves the attention of the Council. They shall not serve as a forum for debate with the Council.

D. Prohibited Conduct

1. Persons appearing before the Council will not be allowed to:
    a. Use profanity or vulgar language or gestures.
    b. Use language which insults or demeans any person or which, when directed at a public official or employee is not related to his or her official duties; however, citizens have the right to comment on the performance, conduct and qualifications of public figures.
    c. Make nongermane or frivolous comments.
    d. Interrupt other speakers or engage in behavior that disrupts the meeting including but not limited to applause, cheers, jeers, etc.
    e. Engage in behavior that reasonably intimidates others.
2. The presiding officer shall preserve order and decorum at Council meetings as defined by Resolution. If necessary, and as a last resort, and pursuant to Resolution, the presiding officer may expel a member of the City Council from the meeting for the duration of the meeting, for conduct which the presiding officer deems to be exceedingly disruptive or threatening, after the presiding officer has warned the member of the City Council to cease the conduct, and after a recess has been taken

to allow the situation to calm down. Expulsion is subject to an appeal of said decision forthwith by a member of the City Council, in which event a concurrence of two-thirds of the Council Members in attendance shall govern and conclusively determine such question of order or decorum.

E. Public Hearings

1. This section of the agenda shall be for public hearings as required by City, State or Federal law, or as the Council may direct.

2. The presiding officer shall conduct all public hearings.

3. The order of public hearings shall be as follows:
   a. The presiding officer shall open the public hearing.
   b. The hearing shall begin with a brief presentation from a staff member and/or representative from the cognizant board, authority, commission or committee. The presentation shall summarize the facts about the issue and the staff recommendation. Council members may seek clarification during the presentation.
   c. In land use cases, rezoning or conditional use permits, the City Planner shall determine the presentation's course. The land owner/applicant and/or representative shall have an opportunity to present after staff has made their presentation but prior to public input on the matter. The time limit of the applicant's presentation shall be determined by the Presiding Officer.
   d. Each speaker must clearly state his or her name. The presiding officer shall set a time limit for each individual speaker. If the speaker represents a group, there shall be a time limit of three minutes. A speaker representing a group shall identify the group at the beginning of his or her remarks. A group may have no more than one spokesperson.
   e. After public comments have been received, in a land use case the applicant or the representative of the applicant, at his or her discretion, may respond with a rebuttal. There shall be a three-minute time limit for rebuttal.
   f. Upon the conclusion of public comments, or the applicant's rebuttal in a land use case, the presiding officer shall close the public hearing.

4. When a public hearing has been closed by the presiding officer, no further public comment shall be permitted. Council members, however, may direct questions to the applicant, the representative of the cognizant board, authority, commission, committee, to a speaker, or to a staff member for clarification prior to taking any vote, if a vote

is in order.

5. Following the close of the public hearing, the presiding officer may entertain a motion to dispose of the issue and the Council may debate the merits of the issue.

F. Closed Meetings

1. Closed meetings may only be used as allowed by law, as determined by the City Attorney.

2. No resolution, ordinance, rule, contract, regulation or motion considered in a closed meeting shall become effective until the Council reconvenes in an open meeting and takes a vote of the membership on such action, if any, and which shall have its substance reasonably identified in the open meeting unless allowed by law and approved through the City Attorney.

SECTION VI RULES OF PROCEDURE FOR COUNCIL MEETINGS

A. Quorum

1. As provided by Chapter 11(F)(2), a majority of the members of the Council must be present to conduct business. A quorum is a majority of the entire membership of the Council, including any vacant seats.
2. Quorum refers to the number of members present at a meeting, not the number of members voting on the issue. If no quorum is present or if a quorum is lost, the Council can only (i) adjourn, (ii) recess, or (iii) take steps to obtain a quorum.
3. If a quorum fails to attend any meeting, those attending may adjourn to such other time prior to the next regular meeting as they may determine, and the Clerk shall enter such adjournment in the minutes of the Council and shall notify absent members thereof in the same manner as required for special meetings.
4. If the Nevada ethics code as delineated in NRS 281A prevents some of the members of the Council from participating in an item of business, a majority of the remaining members of the Council shall constitute a quorum.

B. Priority in Speaking on the Council

When two or more members of the council wish to speak at the same time, the presiding officer shall name the one to speak.

C. Comments, Queries of Council Members

1. Council members are to observe the following rules during the discussion of agenda items:
2. The presiding officer shall keep discussion germane to the subject.

Points of clarification shall be limited to questions only. The presiding officer shall rule other comments out of order.

3. Council members may address questions to the City Manager or staff present at the meeting. Staff members should be at a microphone when answering Council members' questions. All legal questions should be addressed to the City Attorney.

D. Action by the Council

Items of business will be considered and dealt with one at a time, and a new proposal may not be put forth until action on the preceding one has been concluded.

E. Motions

1. Informal discussion of a subject is permitted while no motion is pending.
2. A member may make only one motion at a time.
3. Any Council member may make a motion.
4. Members are required to obtain the floor before making motions or speaking, which they can do while seated.
5. Except for matters recommended by a Council committee, or as otherwise stipulated in these rules of procedure, all motions require a second. A motion dies for lack of a second.

F. Substantive Motions

1. A substantive motion is any motion that deals with the merits of an item of business and is within the Council's legal powers, duties, and responsibilities.
2. A substantive motion is out of order while another substantive motion is pending.

G. Procedural Motions

1. Procedural motions are those motions that the Council may use to "act upon" a substantive motion by amending it, delaying consideration of it, and so forth. Procedural motions are in order while a substantive motion is pending and at other times, except as otherwise noted.

2. In addition to substantive proposals, only the following procedural motions, and no others, are in order. Unless otherwise noted, each motion requires the floor and a second, is debatable, may be amended, and requires a majority of the votes cast, a quorum being present for adoption. Procedural motions are listed below in their order of priority. If a procedural option is not listed below, then it is not available.

   a. To Appeal a Procedural Ruling of the Presiding Officer. A decision of the presiding officer ruling a motion in or out of order, determining whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks, or entertaining and answering a question of parliamentary law or procedure may be appealed to the Council which shall decide the matter by majority decision. Such an appeal is in order immediately after such a decision is announced and at no other time. The member making the motion need not be recognized by the presiding officer, the motion does not require a second, and the motion, if timely made, may not be ruled out of order.

   b. Motion to Adjourn. In addition to the presiding officer's authority to call a recess or adjourn without a motion, the Council may also make a motion to adjourn. The motion may be made only at the conclusion of action on a pending substantive matter; it may not interrupt deliberation of a pending matter. The motion is not debatable and cannot be amended.

   c. Motion To Take a Brief Recess. This motion allows the Council to pause briefly in its proceedings. A motion to take a brief recess is in order at any time except when a motion to appeal a procedural ruling of the presiding officer or a motion to adjourn is pending.

   d. Motion To Suspend the Rules. The Council may suspend the provisions of its rules of procedure. The Council may not, however, suspend any provisions of the rules that state requirements imposed by law on the Council. For adoption, a motion to suspend the rules requires unanimous consent or an affirmative vote of two-thirds of members present.

   e. Motion To Defer Consideration. The Council may defer action on a substantive motion to a more convenient time. The Council may use the following motions to defer consideration of a substantive motion:

      i. A motion to "table" is used to temporarily set aside an item of business to deal with a more urgent item. Once an item of business has been presented, a motion to table is needed to bring the item back before the public body for discussion.

ii. A motion to "postpone" delays debate on an item of business so that it may be considered at a later date. An item of business may be "postponed definitely," when it is continued to a definite time or date or "postponed indefinitely" if no future time or date is specified in the motion. A matter that has been postponed to a certain time or day shall be brought up again automatically when that time arrives. When a matter has been postponed indefinitely it takes an affirmative vote of the majority of the Council to bring the matter back for further discussion.

iii. A Motion/Item can be postponed if it does not conflict with regulatory and/or statutory deadlines.

iv. Motion to Call the Question. The presiding officer has authority to call the question. The call of the question is not in order until every member of the Council has had an opportunity to speak.

v. Motion To Amend. Any substantive motion properly on the floor may be amended. An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if adoption of the motion with that amendment added would have the same effect as rejection of the original motion. A proposal to substitute completely different wording for a motion or an amendment shall be treated as a substitute motion. Once a motion has been offered to the council, it is necessary for the person making the original motion to approve any proposed amendment to the motion. It is also up to the person seconding the motion to decide whether or not it should be changed by amendment.

vi. Withdrawal of Motion. A motion may be withdrawn by the introducer at any time before it is amended or before the presiding officer puts the motion to a vote, whichever occurs first.

vii. Motion to Reconsider. The Council may vote to reconsider its action on this matter. The motion to reconsider must be made before adjourning the meeting and can only be made by a member who voted with the prevailing side. The motion cannot interrupt deliberation on a pending matter but is in order when action on a pending matter concludes. A motion to reconsider may not be used in a land use decision involving a rezoning or a conditional use permit. A motion to reconsider may not be used in other land use decisions unless the applicant is still present at the current meeting and the motion is reheard at the current meeting.

H. Debate

1. The presiding officer shall state the motion and then open the floor to debate. The presiding officer shall preside over the debate according to the following general principles:
2. The maker of the motion is entitled to speak first.
3. A member who has not spoken on the issue shall be recognized before someone who has already spoken.
4. To the extent possible, the debate shall alternate between proponents and opponents of the measure.
5. The presiding officer may participate in the debate prior to declaring the matter ready for a vote.
6. Council members shall not engage in nonpublic communications amongst themselves regarding a motion that is on the floor for debate, including but not limited to electronic communications or whispering.

I. Duty to Vote

1. Each member of the Council who is present at a meeting shall be required to vote upon all issues for decision unless prohibited from doing so by Nevada ethics laws.
2. If there is an abstention, it shall be the responsibility of the Clerk to note the abstention and the reason for abstaining for the record.

J. Method of Voting

1. After debate, the presiding officer shall ensure that the motion is clear and call for the vote.
2. All questions submitted to the Council shall be determined by a majority vote of the members voting on any such question, unless required by special or general law.
3. Pursuant to NRS Chapter 266, the mayor is not entitled to vote except in the case of a tie, when the mayor has a casting vote, except as otherwise provided in NRS 266.200.
4. For a motion in a zoning matter to be adopted, it must be approved pursuant to all relevant laws and/or regulations.
5. All questions submitted to the Council for decision shall be decided by a oral vote of "aye" or "nay." Any member may request a roll call vote. In any case, the presiding officer shall announce the results of the vote.

K. Decisions on Points of Order

Any Council member may raise a point of order without being recognized by the presiding officer. The presiding officer shall refer any point of order to the Parliamentarian. The Parliamentarian shall advise the presiding officer who shall then make a ruling on the point of order.

SECTION VII STANDING COMMITTEE'S ROLES AND GUIDELINES

A. Standing Committees Roles and Guidelines

The roles and operating guidelines for the various city committees shall be as adopted by a majority vote of the Council, unless otherwise indicated in the municipal code.

SECTION VIII GENERAL OPERATING POLICIES

A. Broadcasting Council Meetings

The Council shall make reasonable efforts at all regular meetings of the Council to broadcast the meetings live on the internet. Copies of the broadcast may be obtained by the public from the City Clerk's office.

B. Numbering and Indexing of Resolutions and Ordinances

It shall be the responsibility of the Clerk to number and index all resolutions and ordinances adopted by the Council. The resolutions shall be numbered consecutively and use the last two digits of the calendar year. Example: for the first resolution of 2017, the resolution number would be shown as Resolution #17-001. Ordinances shall also be numbered consecutively. The City Clerk shall keep a binder at the City Clerk's office, as well as an on-line binder accessible by the public, which contains all resolutions in one place, to the extent such resolutions passed prior to June 1, 2017, are reasonably available. The City Clerk shall make his or her best efforts to compile a comprehensive and complete set of said resolutions to be placed in said binder, both hard copy and electronic.

C. Minutes of Council Meetings

The minutes of the Council meetings shall reflect the official acts of the Council. They shall provide a summary of the discussion and record Council votes. Minutes shall be considered for approval within a reasonable time after the meeting they record.

D. Amending the Rules of Procedure

These rules may be amended at any regular meeting or at any properly

called special meeting that includes amendment of the rules as one of the stated purposes of the meeting. Adoption of an amendment shall require an affirmative vote of the majority of the Council.

E. Special Rules of Procedure
The Council may adopt its own special rules of procedure to cover any situation that are not adequately addressed in these Rules of Procedure. Adoption of a special rule of procedure shall require an affirmative vote of a majority of the quorum of the Council.

PASSED AND RESOLVED this 7th day of June 2017, by the City Council of the City of Fernley, Nevada.

ACKNOWLEDGED AND APPROVED: Dated:

Mayor — 12-4-24

Ward One — 11-20-24

Ward Two — 11·20-24

Ward Three — 12/3/2024

Ward Four — 11-20-24

Ward Five — 11/26/24

City Clerk — 12/4/2024

Report Criteria:

Business.License status = Active

Business.Origination Date = 02/25/2026-03/25/2026

Bus Name	Name	Mail Addr1	Mail City	Mail St	Mail Zip	Business Tel	Business Description
775 Preservation Services LLC	Samantha McKern, E. Westbrook,	4430 Desert Shadows Lane	Fernley	NV	89408	775-239-1239	
Atwell, LLC	Matthew C. Bissett	Two Towne Square, Suite 700	Southfield	MI	48076	248-447-2000	
Backflow and Foilage Pros, LLC	Jennifer Guzman, Marvin Cruz Bo	3044 Catham Court	Sparks	NV	89434	775-430-7709	Consulting
Books Dunn Right LLC	Rebecca Dunn	PO Box 703	Fernley	NV	89408	775-404-4730	
Border States Industries, Inc.	Jason Seger, President	PO Box 2767	Fargo	ND	58108-	701-293-5834	
Braemar Construction LLC	Dusty D. Shipp	717 W. Idaho Street	Elko	NV	89401	775-777-2949	
CBG Midwest, LLC	David Eisner	3064 Salem Industrial Drive	Winston Salem	NC	27127	336-768-8872	
Crave LLC & Associates	Travis Green	555 E 1st Avenue	Sun Valley	NV	89433	775-527-6270	
D.F. Osborne Construction, Inc.	Stephen Osborne/Elisabeth Osbor	3600 NE Sardou Ave, Bldg 4	Topeka	KS	66616	785-862-2100	
Di Amante Nails, LLC	Adela Galeno Camcacho	1018 Anthony Lane	Fernley	NV	89408	775-560-1711	
Honey Don't List Cleaning & More LLC	Melinda Blair	2275 Hayfield Lane	Fernley	NV	89408	775-835-7742	
Laxalt Law Group, Ltd.	S. Guinn, J. Peak, R. Leary, C. Mo	9790 Gateway Drive, Suite 200	Reno	NV	89521	775-322-1170	
Matrix Design Group, Inc.	Sal Nodjomian, CEO	707 17th Street, Suite 3150	Denver	CO	80202	303-572-0200	
MJP Fabrication and Mechanical Services	Matt Parkhurst	213 Bridlepath Way	Fernley	NV	89408	530-906-7181	
Prayers and Petals LLC	Darlene Montes	115 Primose Drive	Fernley	NV	89408	775-357-6018	
Shane Duitsman	Shane Duitsman	1992 Cheyenne Court	Fernley	NV	89408	775-450-0706	
Summit Overhead Door	Austin Harris	96 Glen Carran Circle, #103	Sparks	NV	89431	775-516-1911	
Texas Republic Signs	Matthew Todd Haltom	2211 Pech Road	Houston	TX	77055	832-865-4662	
The Wandering Page NV	Amber Wagner	910 Thorne Drive	Fernley	NV	89408	775-412-2518	
Titan Plumbing, LLC	Christopher & Tiffany Martell	4690 Longley Lane, Suite 21	Reno	NV	89502	775-685-8060	
Tori Nicholas	Tori N. Nicholas	1305 Rouge River Road	Fernley	NV	89408	775-427-8026	
Victory Glass LLC	Robert & Christina Judd	425 Western Road #109	Reno	NV	89506	775-830-6992	

Grand Totals:

22

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Brenda Gosser**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes: X	No:	Yes: X	No:	510-166-100

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and Possible action to approve a contract for professional services with JUB Engineers, Inc. to provide construction management and materials testing services for the Mesa Drive Water Main Extension project in the amount of $60,354.00.

AGENDA ITEM BRIEF:

Staff is seeking the approval to execute a contract with JUB Engineers, Inc. for Construction Management Services for the Mesa Drive Water Main Extension in the amount of $60,354.00.

RECOMMENDED MOTION:

“I move to approve a contract with JUB Engineers, Inc. for Construction Management Services for Mesa Drive Water Main Extension in the amount of $60,354.00."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may decide not to approve the consent motion and provide direction to the Utilities Department and staff on how to proceed with the improvements needed at this facility.

BACKGROUND:

City staff reached out to JUB Engineering for a proposal for engineering services to construct a new 8 inch water main from the existing 12 inch water main on Mesa Drive to point of connection with the existing 8 inch water main that comes from the water treatment plants interior fire loop. The existing 8 inch main that comes from the plant fire loop to the future point of connection will be retired in place. The new proposed 8 inch main will be located within the Cities Right of Way on Mesa Drive.

JUB's proposal consist of construction administration assistance, construction staking, and record drawings, for an amount of $50,795. Additionally, CME will be conducting the materials testing for this project, for an amount of $9,559.00

During the installation of the surface water takeout project, a water main was extended from the WTP site down to Truckee Lane to have a potential for future service for residents in the area, fire protection for the area, and access to water for operations and maintenance of the new takeout structure and pipeline.

The next step to making this operational is extending a main from the existing dead end water main in Mesa Drive and connecting it to the new main. The extension of this water main will also allow the City to reconfigure the current domestic service and fire service for the WTP.

The WTP is currently supplied from the high service pump station for domestic and fire service. If the high service pump station is not in operation, then the service is compromised. Connecting the WTP into the water main in Mesa Drive will provide a more consistent and reliable water supply for domestic and fire as well as service to the main that was installed as part of the conveyance project.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 338

FINANCIAL IMPLICATIONS:

The funding for this Construction Project was approved in the current budget for fiscal year 2025/2026 under the Water Enterprise GL 510-166-100.

ATTACHMENTS:

1. Mesa Dr. Construction Management Contract_unsigned
2. Attachment A_2026.03.09 MesaWaterMain-CM_20260309rev

CONTRACT

A Contract For Engineering Construction Services

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

and

JUB Engineering
5190 Neil Road, Suite 5000
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 1st day of April, 2026 to the 30th day of June, 2026, 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 A and incorporated herein by this reference.

B. Reimbursable Expenses. Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.

C. Payment Invoicing. Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work and 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 of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

If to Contractor: JUB Engineering
5190 Neil Road, Suite 5000
Reno, Nv 89502

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 Contract 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).

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.

COF CTR

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

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

       City of Fernley
       595 Silver Lace Blvd
       Fernley, NV 89408

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

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

COF CTR

B. Commercial General Liability Insurance

1. Minimum Limits required:
    $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).

COF CTR

C. Business Automobile Liability Insurance

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

COF CTR

D. Umbrella or Excess Liability Insurance

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

COF CTR

E. Commercial Crime Insurance

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

COF CTR

F. Performance Security

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

G. General Requirements.

1. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.

2. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.

3. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve 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.** 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 attachment, and shall be fit for ordinary use, of good quality, with no material defects.

25. **ONE-YEAR WARRANTY.** The Contractor warrants that all Work performed under this Agreement shall be free from defects in materials, equipment, and workmanship for a period of one (1) year from the date of Final Acceptance by the Owner, unless a longer warranty period is specifically required elsewhere in the Contract Documents. During the warranty period, the Contractor shall, at its sole cost and expense, promptly correct any defective or nonconforming Work identified by the Owner. This obligation includes all labor, materials, equipment, excavation, backfill, restoration, testing, and incidental costs necessary to fully remedy the defect. If the Contractor fails to correct defective Work within a reasonable time after written notice, the Owner may perform or cause the corrective work to be performed and charge the Contractor for all associated costs. The one-year warranty period shall recommence for any corrected or replaced portion of the Work from the date the Owner accepts such correction or replacement. This warranty is in addition to, and not in limitation of, any other rights or remedies available to the Owner under the Contract Documents or applicable law.”

26. **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.

27. **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.

28. **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.

29. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by electronic email, telephone, or facsimile. This Agreement may also be executed and delivered by any digital or electronic signature complying with the Electronic Signatures in Global and National Commerce Act and Nevada Revised Statutes 719.260, the terms and effect of which statutes are incorporated herein by this reference, including, without limitation, portable document format (.pdf). The parties agree that www.docusign.com shall be an acceptable digital or electronic signature provider.

30. **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.

31. **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.

32. **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.

33. 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.

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

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

Dated: _____

CITY OF FERNLEY

_____
City of Fernley Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM:
Dated: _____

_____
City Attorney

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

CONTRACTOR

By:_____
Title:_____
Firm:_____
Business License #:_____
Address:_____
City:_____
State:_____
Zip Code:_____
Telephone:_____
Fax:_____
E-mail Address:_____

_____
(Signature of Contractor)

DATED this _____ day of _____, 20__.

J·U·B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Mesa Drive Water Main Extension (Construction Services)
CLIENT: City of Fernley (COF)
J-U-B PROJECT NUMBER: XX-XX-XXX
CLIENT PROJECT NUMBER: Click or tap here to enter text.
ATTACHMENT TO:

☒ **AGREEMENT DATED:** Click or tap to enter a date.**; or**

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Construction services for the Mesa Drive Water Main Extension Project (PWP# LY-2026-187) which includes the following major elements of work:

- construct approximately 700 LF new 8-in PVC C900 water main from existing 12-in water main in Mesa Drive to point of connection with existing 8-in water main that comes from water treatment plant interior fire loop; existing 8-in main from plant fire loop to future point of connection will be retired in place.
- proposed 8-in main is located within Mesa Drive (City of Fernley right-of-way) and City of Fernley Property (along north bank of TCID ditch, and immediately outside of TCID ditch easement). The water main will cross under the TCID ditch easement in a 16-in steel carrier pipe.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 000: Contract Administration / Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
6. Regularly monitor project status, budget and schedule.
7. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
8. Provide a monthly invoice including budget status.
9. Provide ongoing document handling and filing.
10. Provide a weekly Project Status Report to the City that includes:
    a. Current project schedule status compared to the approved baseline schedule

b. Summary of construction progress completed during the reporting period
c. Budget status showing billed-to-date amounts by task and remaining estimated budget (this can be done on a monthly basis through the monthly billing)
d. Identification of key risks, issues, or items requiring COF direction or decision
e. Summary of anticipated activities for the upcoming week's schedule.

11. Deliverables:
    a. Monthly invoices
    b. Weekly Project Status Reports

B. **Task 100: Contract Documents**

1. Prepare Construction Contract Documents based on latest version of EJCDC, and including the COF "long form contract."
2. Deliverables:
    a. EJCDC Construction Contract Documents, to include COF "long form contract"

C. **Task 200: Construction Phase**

1. Prepare and distribute Notice of Award, Construction Agreement and other contract documents. Review Construction Agreement, bonds and insurance documents submitted by Contractor, and assist CLIENT and Contractor in processing documents for the project.
2. Coordinate with the CLIENT throughout the award process. Submit bid documentation including copies of all executed contract documents as required by the CLIENT.
3. Provide pre-construction coordination; prepare a detailed Pre-Construction Conference agenda and displays; conduct a Pre-Construction Conference on behalf of the CLIENT and prepare and issue minutes of the Pre-Construction Conference. It is anticipated that J-U-B will conduct this meeting at the Job Site.
4. Review the Contractor's Work Schedule and verify that it is consistent with the requirements of the Contract Documents. Coordinate construction activity schedule with CLIENT operations.
5. Review submitted shop drawings, Contractor Traffic Control Plan and all submittals required by the Contract Documents. Comment and return all submittals to Contractor for their use and/or revisions and resubmittal.
6. Construction staking by J-U-B shall be provided by the CLIENT as part of the Design Services contract.
7. Provide one full-time project representative to monitor and document construction activities as appropriate. J-U-B shall provide a Resident Project Representative ("RPR") for a maximum of fifteen (15) working days, at eight (8) hours per day, plus up to two (2) hours per day for drive time, unless otherwise authorized in writing by the COF. Any RPR services beyond the fifteen (15) working days identified above shall require prior written authorization from the COF, including approval of the estimated additional cost and duration.
8. Organize and conduct weekly construction meetings with CLIENT, Contractor and others as appropriate. The Resident Project Representative and Project Manager will hold these meetings on the construction site. It is assumed that the Resident Project Representative will already be on site and their time will be covered by Subtask 7 in this section. The Project Manager will visit the site once a week (3 visits) for 1 hour each visit plus 2 hours of drive time.
9. Provide office administration support and assistance to the Resident Project Representative with the Project Manager or Office Administration as field activities may require.
10. J-U-B shall receive and review the Contractor's monthly requests for payment. J-U-B shall determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. It is anticipated that there will be two (2) monthly requests for payment and one final request for payment.
11. Monitor and coordinate Contractor Quality Control Testing Program pursuant COF and Orange Book specifications for Quality Control and Quality Assurance. Materials testing will be completed through the use of a subconsultant. Fees for the Materials Testing Firm Subconsultant shall be reflected in the "Subconsultant" line below.
12. Review of Contractor Wage and EEO documentation is excluded. It is assumed that the CLIENT will manage all aspects of certified payroll.

13. Coordinate with CLIENT and throughout the construction process. Submit required construction documentation, including weekly activity report forms, mix designs, change orders, etc. Coordinate with CLIENT verbally concerning change orders, as required.
14. Prepare Contract Change Order/Supplemental Agreements in accordance with COF and EJCDC requirements including cost analysis. Conduct services associated with evaluation, negotiation, and preparation and processing of Contract Change Orders or Supplemental Agreements. Cost estimate is based on the production of one Change Order.
15. Conduct final and substantial completion inspections. The project will be constructed in one phase. One substantial completion and one final completion will take place during the project. Produce substantial and final completion inspection certificates and field review and documentation of "punch list" items.
16. Limitation of Responsibilities. If J-U-B observes conditions that may pose a risk to the integrity of the work, or compliance with the contract documents or applicable regulations, J-U-B may, after approval by the City, notify the Contractor to temporarily pause the affected portion of the work. If J-U-B observes conditions that pose an imminent risk to the safety of the public or workers, J-U-B shall immediately notify the Contractor's project superintendent and the City for their action.
17. J-U-B shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. J-U-B shall not have the authority or responsibility to stop the work of any Contractor.
18. Deliverables:
    a. Notice of Award
    b. Construction Agreement package, including all executed contract documents
    c. Reviewed Contractor bonds and insurance documents
    d. Bid documentation package with copies of all executed contract documents
    e. Pre-Construction Conference agenda
    f. Pre-Construction Conference displays/materials
    g. Pre-Construction Conference meeting minutes
    h. Review comments on Contractor's Work Schedule
    i. Review comments on shop drawings, submittals, and Contractor Traffic Control Plan
    j. Daily/weekly Resident Project Representative observation documentation
    k. Weekly construction meeting agendas
    l. Weekly construction meeting minutes
    m. Weekly activity report forms
    n. Review and recommendations on Contractor's monthly payment requests
    o. Quality Control/Quality Assurance coordination documentation including materials testing reports
    p. Mix design review documentation
    q. Contract Change Order/Supplemental Agreement including cost analysis
    r. Substantial completion inspection report
    s. Substantial Completion Certificate
    t. Final completion inspection report
    u. Final Completion Letter
    v. Punch list and field documentation
    w. Coordination updates to CLIENT throughout construction
    x. Contract-related correspondence or construction documentation, as required

D. **Task 300: Project Closeout**

1. Prepare Record drawings of "As Constructed" revisions to Design and Construction Drawings for project improvements as provided by the contractor. Provide CLIENT with copies of Record Drawings and one electronic copy to be submitted to NDEP for permit closeout as required. Provide NDEP with Water Project Construction Completion Form.
    a. The record drawings will be prepared based on information gathered during field observations as well as information provided by others. The accuracy or completeness of information provided by others will not be verified by J-U-B.

b. Record drawings shall be provided in PDF and editable CAD format, consistent with the COF drafting standards, and shall clearly identify all deviations from the original Contract Documents based on information provided by the Contractor and field observations.
c. If the record drawings will be a public record, J-U-B will grant the public entity with jurisdiction the right to copy and disseminate the hard copy or digital image to those who legitimately request the information in writing. Any release, use, or reuse by the public entity, any individual, or organization, shall be at the public entity's, individual's, and/or organization's sole risk and without liability or legal exposure to J-U-B.
d. Any seals of the registrants included on the record drawings will represent that the drafting of the record drawing information was completed by staff under the registrants' responsible charge.

2. Archive paper and electronic files and records.
3. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
4. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.
5. Deliverables:
    a. Record Drawings (pdf and CAD)
    b. NDEP Water Project Construction Completion Form

E. **Task 400: City Directed Services (Contingency)**

1. The City Directed Services (Contingency) task establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will only utilize this with written consent by the City.

F. **Task 500: Expenses**

1. Reimbursable expenses include mileage, per diem, lodging, GPS Equipment, printing.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. **CLIENT-Provided Work -** CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. Access to construction site

B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. TBD if required

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Time and Materials fees:
    a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
    b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. **Period of Services**

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing

rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.

2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
000	Contract Administration / Project Management	Time and Materials (Estimated Amount Shown)	$6,349	Concurrent with work progress
100	Contract Documents	Time and Materials (Estimated Amount Shown)	$2,650	Prior to Bid Advertisement
200	Construction Services	Time and Materials (Estimated Amount Shown)	$33,446 (-$5,000 previously approved w/design contract) =$28,446	Concurrent with work progress
300	Project Closeout	Time and Materials (Estimated Amount Shown)	$2,091	At end of project
400	City Directed Services (Contingency)	Time and Materials (Estimated Amount Shown)	$10,059	As mutually agreed to by CLIENT and J-U-B
500	Expenses	Time and Materials (Estimated Amount Shown)	$1,200	Concurrent with work progress
S01	Materials Testing (CME)	Time and Materials (Estimated Amount Shown)	$9,559	Concurrent with work progress
		Total:	**$60,354**	

PART 5 - CERTIFICATIONS AND DELIVERABLES

A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

B. All deliverables submitted by J-U-B under this Agreement are subject to review and acceptance by the COF which shall not be unreasonably withheld. Acceptance of deliverables shall not relieve J-U-B of responsibility for the professional standard of care.

C. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes, graphics, document editing, etc., along with AI

features that are integral to design and other software. Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

D. J-U-B and CLIENT shall have no responsibility or liability for site safety or traffic/pedestrian safety on or around the construction site. All obligations relating to safety compliance, hazard identification, traffic/pedestrian control, and risk management remain solely with the Contractor. The CLIENT shall require that the Contractor indemnify, defend, and hold harmless J-U-B and CLIENT from any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to site or traffic/pedestrian safety, including, but not limited to, accidents, injuries, or regulatory violations.

Exhibit(s):

- Exhibit 1-A: Materials Testing Proposal from CME dated January 28, 2026
- Exhibit 1-B: J-U-B Hours Estimate
- Exhibit 1-C: J-U-B Rate Table
- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Nevada

TYPE OF WORK: City

R&D: No

DISCIPLINE: Water Distribution

PROJECT DESCRIPTION(S)**:**

1. Construction Management (C15)
2. Water Supply/Distribution (W03)

CME CONSTRUCTION MATERIALS ENGINEERS, INC.
300 Sierra Manor Drive, Suite 1
Reno, NV 89511

January 28, 2026

Mike Wilhelm, P.E.
JUB Engineers
5190 Neil Road, Suite 500
Reno, NV 89502

RE: Mesa Drive Water Main Extension
Fernley, NV
Inspection & Materials Testing Services Proposal

Dear Mr. Wilhelm:

CME, Inc. is pleased to provide this cost proposal forl inspection & materials testing services on the referenced project.

It is understood that our scope of work is to provide on-site inspection and materials testing services when required. Based upon plans dated September 4th, 2025, an assumed construction schedule, and the latest edition of the Standard Specifications for Public Works Construction, we will provide the following services which will require inspection and materials testing:

- *Water Main Bedding and Backfill Compaction Testing*
- *Concrete Placement*
- *Asphalt Placement*
- *Laboratory Testing*

A detailed outline including total trips, hours per trip and associated fees is attached for your review.

Based on the project plans and our assumed construction schedule, we will provide our services on a time and expense basis for an estimated fee of $8,690.00. As you know, our services are dependent on your future construction schedule and the scope of work provided. Any changes to your schedule or the anticipated scope may result in a change in cost. A refined estimate can be provided upon receipt of a project schedule. All services outside the attached estimate will be provided on a time and expense basis in accordance with our current standard fee schedule.

We appreciate the opportunity to provide our inspection and materials testing services. Please do not hesitate to call if you have any questions or comments.

Sincerely,

CONSTRUCTION MATERIALS ENGINEERS, INC.





Benjamin R. Seymour
Project Manager
bseymour@cmenv.com
Direct: 775-737-7576
Mobile: 707-327-9990

Jon A. Del Santo, PE
Principal
jdelsanto@cmenv.com
Direct: 775-737-7564
Mobile: 775-846-4399

JAD:brs
Enclosure
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CME CONSTRUCTION MATERIALS ENGINEERS, INC.

775-851-8205

MESA DRIVE WATER MAIN EXTENSION
MATERIALS TESTING
FERNLEY, NEVADA

JUB ENGINEERS **DATE :** **1/28/2026**

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
PROJECT MANAGEMENT					
PROJECT MANAGER	6	1	$ 180.00	$ 1,080.00	COORDINATION, CONSULTATION AND REPORTS
					$ 1,080.00
UTILITIES					**COMPACTION TESTING ONLY**
TECHNICIAN REG.	6	4	$ 135.00	$ 3,240.00	8" C900 WATER MAIN - 850 LF
VEHICLE	24		$ 15.00	$ 360.00	
MOISTURE DENSITY CURVE	3		$ 300.00	$ 900.00	BEDDING, BACKFILL, AGG BASE
					$ 4,500.00
PORTLAND CEMENT CONCRETE (PCC)					
TECHNICIAN REG.*	1	5	$ 135.00	$ 675.00	PCC DITCH LINER
INSPECTOR REG.	1	3	$ 155.00	$ 465.00	REBAR
VEHICLE	8		$ 15.00	$ 120.00	
CYLINDERS	1		$ 225.00	$ 225.00	SETS OF FIVE
*CYLINDER PICKUP INCLUDED THE FOLLOWING DAY					$ 1,485.00
ASPHALT CONCRETE					**MINOR AC**
TECHNICIAN REG.	1	6	$ 135.00	$ 810.00	PERMENANT PATCH - THIN LIFT MONITORING
VEHICLE	6		$ 15.00	$ 90.00	
ASPHALT FULL MARSHALL SERIES	1		$ 725.00	$ 725.00	1/500 TONS
CORE UNIT WEIGHTS			$ 300.00	$ -	SETS OF THREE - IF NEEDED
					$ 1,625.00

ESTIMATED TOTAL FEE: $ 8,690.00

NOTES:

1. **BASED ON CME PAYING NON PREVAILING WAGE RATES**
2. **OVERTIME IS NOT INCLUDED, BUT IF NEEDED, WILL BE CHARGED AT 1.3 TIMES REGULAR RATE**
3. **INCLUDES DRIVETIME TO/FROM SOUTH RENO OFFICE**
4. **BASED ON ASSUMED CONSTRUCTION SCHEDULE**

PROJECT TITLE:		**Mesa Drive Water Main Replacement**													
CLIENT:		**City of Fernley**													
JOB NUMBER:		**RP-xx-xxxxx**													
DATE:		**January 30, 2026**	**rev 2/12/26**				**J-U-B Engineers, Inc. Fee Estimate (Construction Phase)**								
		Shane Dyer	Mike Wilhelm	Cole Herbert	Alex Mustard				Pam Hamilton						
TASK NO	PROJECT TASK	**Principal** $300.00	**Program Manager** $265.00	**Project Engineer** $184.00	**Project Designer** $144.00	**CAD Designer** $144.00	**Land Surveyor** $224.00	**Survey Tech** $160.00	**Financial Accountant** $98.00	**Admin.** $87.00	**Trips**	**TOTAL HRS**	**TASK DIRECT COSTS**		
000.	**Contract Admin/Project Management**														
1	Project financial set up & Contract	1							1			2	$398.00	$6,349.00	
2	Commnicate/coordinate J-U-B activities		1	1	1							3	$593.00		
3	Monthly subconsultant invoices		3						3			6	$1,089.00		
3	Monthly invoices		3						3			6	$1,089.00		
4	Weekly Project Status Reports		12									12	$3,180.00		
100.	**Contract Documents**														
1	EJCDC Construction Contract Documents		10									10	$2,650.00	$2,650.00	
200.	**Construction Phase**														
1	Prepare Construction Award Documents		1	1	4							6	$1,025.00	$33,446.00	
2	Coordinate with Client on Award		1									1	$265.00		
3	Conduct Pre-Construction Conference		3	3	3							9	$1,779.00		
4	Review Contractor Schedule		1									1	$265.00		
5	Review Shop Drawings & Submittals			6								6	$1,104.00		
6	Provide Project Representative (15 wd)				150						15	150	$21,600.00		
7	Conduct Weekly Construction Meeting (3)		9								3	9	$2,385.00		
8	Provide Office Administration Support		3									3	$795.00		
9	Review Contractor's Pay Request		3									3	$795.00		
10	Monitor & Coordinate QA Testing		1									1	$265.00		
11	Construction Coord w/subs and Client		1									1	$265.00		
12	Prepare Construction Change Orders		1	1								2	$449.00		
13	Conduct Final & Substantial Completion		6		6							12	$2,454.00		
300.	**Project Closeout**														
1	Prepare Record Drawings		2		8							10	$1,682.00	$2,091.00	
2	NDEP Closeout		1		1							2	$409.00		
	Sub -Total	1	62	12	173	0	0	0	7	0	18	255	$44,536.00		
LABOR:															
	Labor	1	62	12	173	0	0	0	7	0	18	255	$44,536.00		

EXPENSES:	Cost Per Unit	Air Trips	Ground Trips	Days	Hours	Trip Miles	Markup	
Air Travel	$0.00	0					1.0	$0.00
Mileage	$0.725		18			80	1.0	$1,044.00
Per Diem	$68.00						1.0	$0.00
Lodging	$150.00						1.0	$0.00
GPS Survey Unit	$53.94						1.0	$0.00
Printing	$156.00						1.0	$156.00

SUBCONSULTANTS:			
S01	CME (Materials Testing)	$8,690	1.1	$9,559.00
			1.1	$0.00
			1.1	$0.00

	Subtotal - Labor + Management Reserve	$44,536.00
400.	Subtotal - Expenses	$1,200.00
	Subtotal - Subconsultants	$9,559.00
	Total -Project Construction Fees	**$55,295.00**

Exhibit 1-C
J-U-B Engineers
Fee Schedule July 2025

Labor Category	Hourly Rate
Principal / Program Manager	$251-$300
Project Engineer – Senior/Discipline Lead	$221-$280
Project Manager	$224-$242
Project Engineer	$180-$220
Project Designer	$144-$170
CAD Designer	$116-$180
Environmental Specialist Lead/Senior	$183-$238
Environmental Scientist	$108-$156
Survey PLS – Senior/Discipline Lead	$224-$245
Survey PLS or Lead	$178-$224
Survey Technician – Lead/Senior	$135-$170
Assistant Surveyor	$126-$157
Assistant Designer/Intern	$91-$150
Survey Technician	$101-$135
Project Accountant	$97-$135
Administrative Assistant	$66-$95

1) Rates subject to change on a yearly basis.

2) GPS, mileage, per diem, and other direct costs will be specified in Project Scopes of Work and budgets. No direct costs will be charged without Client approval.

3) A 10 percent markup will be applied to Subconsultant fees.

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

☒ Yes
☐ No

1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

☒ Yes
☐ No

2. *Pre-Construction Conference.* Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☐ Yes
☐ No

a. Periodic Site Visits by J-U-B. Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☒ Yes
☐ No

b. Resident Project Representative ("RPR"). When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☐ Yes
☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes
☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes
☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes
☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes
☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes
☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

☒ Yes
☐ No

10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.

☒ Yes
☐ No

11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.

☒ Yes
☐ No

12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.

☒ Yes
☐ No

13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.

☒ Yes
☐ No

14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

☒ Yes
☐ No

15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

☐ Yes
☒ No

1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.

☐ Yes
☒ No

2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.

☐ Yes
☒ No

3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.

☐ Yes
☒ No

4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.

☒ Yes
☐ No

5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

☐ Yes
☒ No

6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.

☒ Yes
☐ No

7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.

☒ Yes
☐ No

8. *Warrantee Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.

☒ Yes
☐ No

9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.

2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.

3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.

4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.

5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.

6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.

7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).

8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).

9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.

10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.

2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

   a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.

   c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.

6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*

7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.

8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.

9. *Review of Work and Rejection of Defective Work.*

   a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

   b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Startups.*

    a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.

    b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.

    c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.

    d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

    Nothing in this Agreement will be construed to require RPR to conduct inspections

11. *Records.*

    a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.

    b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

d) Maintain records for use in preparing documentation of the Work.

e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.

c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.

d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.

3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.

6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.

7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.

8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.

2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.

3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.

4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.

5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Brenda Gosser**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes: X	No:	Yes: X	No:	510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to authorize the execution of the water rights banking and dedication agreement between, 301 Flint Street, LLC, a Nevada Limited Liability Company, to the City of Fernley, APN 020-093-15, 020-093-16, 020-093-17, and 020-093-18 TCID Serial Number 1028-1, 1028-1-1, 1028-1-2, and 1028-1-3 in the amount of 3.6, 3.38, 3.6 and 3.6 acre-feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with 301 Flint Street, LLC, a Nevada Limited Liability Company, (hereinafter referred to as “GRANTOR”) to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as “GRANTEE”), APN 020-093-15, 020-093-16, 020-093-17, and 020-093-18 TCID Serial Number 1028-1, 1028-1-1, 1028-1-2, and 1028-1-3 in the amount of 3.6, 3.38, 3.6 and 3.6 acre-feet.

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement with 301 Flint Street, LLC, a Nevada Limited Liability Company, (hereinafter referred to as “GRANTOR”) to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as “GRANTEE”), APN 020-093-15, 020-093-16, 020-093-17, and 020-093-18 TCID Serial Number 1028-1, 1028-1-1, 1028-1-2, and 1028-1-3 in the amount of 3.6, 3.38, 3.6 and 3.6 acre-feet."

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:

It is policy for the City of Fernley to have City Council approve all water right dedication agreements.

301 Flint Street, LLC is proposing to dedicate 14.18 acre-feet of water rights appurtenant to APN 020-093-15, 020-093-16, 020-093-17, and 020-093-18 (TCID Serial Number 1028-1, 1028-1-1, 1028-1-2, and 1028-1-3) to the City of Fernley. The deed and dedication package were reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035 requires developers to dedicate sufficient water rights to support their proposed development projects. Water dedicated to the City and banked under a banking agreement such as the one proposed here may be used to meet that requirement.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. 301 Flint Street Dedication Agreement
2. 301 Flint Street Draft Deed

WATER RIGHTS BANKING
AND DEDICATION AGREEMENT

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 2022 (this "Agreement"), by and between 301 FLINT STREET, LLC, a Nevada limited liability company (the "Dedicator") and the CITY OF FERNLEY, a political subdivision of the State of Nevada (the "City"), for the purpose of dedicating and banking certain water rights.

R E C I T A L S

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

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

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

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

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

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

1. **Dedication of Water Rights and Facilities.** The Dedicator hereby agrees to dedicate the Water Rights to the City. The Dedicator and the Assignee agree and understand that dedication of the Water Rights is a condition precedent to receiving a will-serve commitment for water utility service from the City. The parties further agree that:

   (a) The quantity of surface or ground water rights reasonably necessary to insure an adequate water supply to the subject property is independently determined by the City. The Dedicator and Assignee understand and agree that the determination of the quantity of surface or ground water rights necessary to serve any proposed development will be made at such time as the Dedicator or Assignee request a will serve commitment for the development in accordance with the ordinances, resolutions, statutes, standards, and policies in effect at the time the request for a

will serve commitment is made. In addition, the parties agree and understand that the City has no obligation to independently obtain the necessary water rights to fulfill a will-serve commitment;

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

(c) Any easement or legal access reasonably necessary to insure an adequate water supply to the property will also be dedicated from the Dedicator or the Assignee to the City as part of the grant of will-serve commitments.

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

A Three and Six one-tenths (3.6) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1028-1; and

A Three and Thirty-Eight one-hundredths (3.38) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1028-1-1; and

A Three and Six one-tenths (3.6) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1028-1-2; and

A Three and Six one-tenths (3.6) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1028-1-3.

Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Numbers 020-093-15, 020-093-16, 020-093-17, and 020-093-18 and further described as follows:

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

Parcels B-1, B-2, B-3, and B-4 of the Parcel Map for Milton and Alyce Steinheimer of Parcel B of Parcel Map Recorded File 59198, and being a portion of the SW 1/4, NW 1/4, Sec. 13, T20N, R24E, M.D.M., Lyon County, Nevada, Recorder's File Number 93976, July 16, 1985.

3. **Revegetation Requirements.** As a condition of receiving water right dedications in exchange for utility service, any lands which are being irrigated within the existing place

of use of the Dedicated Water Rights, and which will no longer be a place of use of the Dedicated Water Rights, must be re-vegetated pursuant to a re-vegetation plan approved by the City. The intent of this requirement is to prevent formerly irrigated lands from becoming dust and erosion hazards when the land is no longer irrigated. This requirement does not apply to land which is the existing place of use if that land will become a subdivision, or other use that will maintain ground cover.

(a) As part of any dedication, the City will determine whether revegetation of formerly irrigated land is required, and if re-vegetation is required, the Dedicator of the water rights, or its assignee, will submit a plan for re-vegetation that will be reviewed and approved by the City.

(b) A re-vegetation plan must be prepared by a qualified agricultural engineer or the equivalent and must outline the method by which permanent ground cover will be established. The re-vegetation plan shall provide for the application of a suitable seed mixture susceptible to natural germination in the climatic conditions existing on the formerly irrigated land. The re-vegetation plan shall be deemed fully performed upon the first to occur of the following:

(i) The City's written confirmation that the re-vegetation plan has been fully performed or

(ii) The Dedicator or its assignee, as the case may be, diligently and in compliance with the re-vegetation plan causes not less than two applications of the approved seed mixture to be placed upon the formerly irrigated land without success during a period of thirty (30) months following the date of dedication of the applicable water rights.

(c) The goal of a re-vegetation plan is to establish natural ground cover that will limit dust and erosion and can be sustained in Fernley's climatic conditions without human assistance.

(d) For each water right that is dedicated to the City of Fernley from land that it is determined by the City to require re-vegetation, the City of Fernley will hold back a portion of the water right, in an amount equal to ten (10) percent of the total water right, from the issuance of will serve commitments until the City of Fernley has approved the actual re-vegetation of the property at issue. Once the City of Fernley has approved the actual re-vegetation on a former place of use for a dedicated water right, the ten (l0) percent portion of the Water Right held back pursuant to this section will be made available for future will serve commitments.

4. **Annexation.** If water utility service is requested by the Dedicator or the Assignee from the City outside the city limits of the City, and the Dedicator or the Assignee desires to use the Water Rights to satisfy the water right dedication requirements for water utility service,

the City will determine whether it is appropriate to annex that property and will only provide water utility service if the area is annexed into the City.

(a) If annexation is necessary, the Dedicator or the Assignee is responsible for any and all annexation costs and fees in the same manner as any other person or entity requesting that property be annexed to the City.

(b) If annexation is necessary, all line extensions, water distribution systems and upgrades shall be constructed to the standard required by the City, and the Dedicator or Assignee shall pay all hook-up fees and complete all required improvements that the City determines are reasonably necessary to service the property.

5. **Banking.** The Water Rights dedicated to the City under this Agreement shall be available for use in the satisfaction of the water right dedication requirement that is a pre-condition to receiving water utility service from the City. Once the water rights have been dedicated to the City, the City will maintain those rights in an account as a credit for the Dedicator for the term of this agreement, including any renewal period.

(a) During the term of this agreement, including any renewal period, the Dedicator and the Assignee may request will-serve commitments for water utility service from the City. The Water Rights that are held by the City pursuant to this Agreement may be used to satisfy the water dedication requirement that exists at the time of the request for the will-serve commitments.

(b) **Place of Will-Serve Commitments.** The Dedicator and the Assignee may request will-serve commitments for water utility service from the City anywhere within the City's water utility service area. Will-serve commitments may be requested for property to which the Water Rights are not appurtenant.

(c) **Assignment of Banked Credits.** The Dedicator's banked credits that are held in an account with the City may be assigned to an Assignee. Upon the execution of an assignment agreement with the Assignee, the City will allow the Assignee to receive the credits as satisfaction of the water right dedication requirement in existence when the Assignee applies for will-serve commitments from the City for water utility service.

(d) **City Consent to Assignment.** The assignment of banked credits includes the assignment of all rights and obligations under this Agreement, and requires the consent of the City. An assignment of banked credits created by this Agreement is invalid without the City's consent. Consent may only be withheld by the City if the Assignee does not agree to comply with the terms of this Agreement. All fees and costs assessed against banked water rights, if any, shall be paid to the City prior to any assignment of banked credits. No assignment agreement will be valid unless and until such costs are reimbursed.

(e) **Reduction in Banked Credits.** The City will file an application to change the manner of use and place of use of the Water Rights to municipal uses in the City's water utility service area. If the State Engineer determines, or if appeal from such a ruling by the State Engineer determines, that the total number of acre-feet that can be used by the City for municipal uses in its water utility service area is less that the amount of Water Rights that are dedicated under this Agreement, the City will reduce the credits that are accounted to the Dedicator by the amount of the reduction in the State Engineer's ruling, or in the appeal from such a ruling.

6. **Change Applications.** Dedicator recognizes that the manner of use and place of use of the Water Rights must be changed to allow for municipal use in the City. Change applications that change the points of diversion, manner and place of use of the Water Rights will be prepared so that the Water Rights may be utilized for municipal purposes within the City's water utility service area as its boundaries are currently set and as they may be expanded through annexation.

(a) At the option of the Dedicator, the City may prepare all required change applications.

(b) If the Dedicator elects to prepare the required change applications, they must be completed, along with appropriate maps and documentation, to the City's satisfaction and delivered to the City for submittal to the State Engineer by and on behalf of the City.

(c) The City shall pay all associated statutory fees relating to the filing and approval of the Change Application, including but not limited to the application filing fees, permit fees, and certificate fees.

7. **Use of Dedicated Water Rights.** Dedicator and Assignee agree and acknowledge that the City receives the dedication of Water Rights that are the subject of this agreement free and clear of any encumbrances or liens and that as a result of such dedication the City shall be the sole holder of legal title to such Water Rights. Accordingly, the City may perform any action that a holder of such Water Rights is legally allowed to perform including, without limitation, hypothecation, rental, or lease of the dedicated Water Rights to a third party; and any revenue collected pursuant to such agreements may be utilized by the City at its sole and complete discretion. The parties agree that the City may, by contract or written agreement, permit the use of the Water Rights by other governmental entities, public or private utilities, or any other person or entity, including those engaged in providing water, storm drainage or sewer service. The Parties agree that in exchange for the dedication of Water Rights pursuant to this Agreement, the Dedicator or Assignee shall have the ability, pursuant to Section 5, to use the dedicated Water Rights to satisfy the water right dedication requirement that is a pre-condition to receiving water utility service from the City, however, nothing in this agreement shall be construed as creating an encumbrance or lien on the title of the dedicated Water Rights in favor of Dedicator or Assignee. The Parties further agree that the City reserves the right to satisfy its obligation to provide water service

to Dedicator or Assignee in any manner that the City, at its sole discretion and consistent with Nevada Law and the Fernley Municipal Code, determines best serves the interests of the City water system.

8. **Facilities Standards.** Any facilities that are subject to this Agreement shall be designed and constructed in accordance with standards and other requirements prescribed by the City as a condition to provision of water utility service.

9. **Approval of Service Conditional.** Every will-serve notification and administrative approval of applications for water utility service is conditioned upon the acceptance of the dedication, and the satisfaction of all other service requirements that are established by local ordinance or state law. Any application or renewal, including applications for extension of will-serve commitments is subject to the provisions herein. The parties agree that:

   (a) The City is the final authority in determining the number of will-serve commitments which may be granted by the City; and

   (b) The City is the final authority regarding the number of will serves that may be serviced by the Water Rights for any development. Such determination shall be based on the criteria established by the City and further established by the State Engineer.

10. **Term of Agreement.** The term of this Agreement shall be for a period of twenty-five (25) years and shall be renewable for one successive twenty-five (25) year period upon application of the Dedicator or the Assignee, and the approval of the City.

   (a) It is further understood and agreed between the City and the Dedicator that the Parties must agree to renew this agreement for the subsequent twenty-five year period. The City's decision to approve or reject a renewal of this agreement must be made pursuant to a vote by the Fernley City Council.

   (b) The City may reject approval of a renewal of this Agreement **only** if:

      (i) The City sends notice of the expiration of the initial twenty-five year term to the record owner of the Water Rights and receives no response within thirty (30) days of such notice; and

      (ii) The Dedicator has not complied with the obligations included in this Agreement or does not agree to comply with the obligations of this Agreement during the renewal term of this Agreement.

   (c) In the event that this Agreement is terminated, or expires pursuant to the provisions of this section, the City shall retain the title to the Water Rights, regardless of whether the Water Rights have been credited to an existing will-serve commitment.

11. **Notice.** Any notice required pursuant to this Agreement shall be sent via certified mail to the address listed below. Each Party is responsible for informing the other Party of any change in address. Notices from the City, including but not limited to notice of expiration of the 25-year term of this Agreement, shall be made to the address listed below, or to an updated address provided by the Dedicator or Assignee.

Dedicator	**City of Fernley**
_____	Department of Public Works
_____	595 Silver Lace Boulevard
_____	Fernley, NV 89408

12. **General Conditions.**

(a) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument.

(b) **Governing Law.** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada applicable to agreements made and to be performed wholly within the State of Nevada.

(c) **Venue.** Any action or proceeding concerning the rights or responsibilities of the parties to this Agreement shall be heard and entertained in the State district court in Lyon County, Nevada.

(d) **Entire Agreement.** This Agreement (including any exhibits attached hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto, including without limitation, that certain memorandum of understanding between the parties. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

(e) **Survivability.** The parties' rights and responsibilities under this Agreement shall survive the conveyance of the Water Rights by the Dedicator to the City.

(f) **Waivers; Extensions.** No waiver of any breach of any agreement or provision

herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

(g) **Non-Waiver of Rights.** No failure or delay of either party in the exercise of any right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or of any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.

(h) **Further Assurances.** The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the dedication of the above reference water rights or any other agreement contained herein in the manner contemplated hereby.

(i) **Successors and Assigns: Assignment.** This Agreement shall be binding upon and shall inure to the benefit of each of the City and the Dedicator and to their respective heirs, successors and assigns.

(i) The City shall have the right to assign its interest in this Agreement in whole or in part to any successor agency, subsidiary, or entity with jurisdiction to supply water service to customers within the City of Fernley, in which case, the references to the City herein shall include such assignee, and provided that such assignee assumes all of the obligations of the City under this Agreement by written instrument.

(ii) Any such assignment shall not relieve any party of its obligations under this Agreement. Any attempt to transfer, convey or assign this Agreement other than as provided herein shall be null and void.

(j) **Time.** Time is of the essence in respect to each and every particular of this Agreement. Any time period to be computed pursuant to this Agreement shall be computed by excluding the first day and including the last. If the last day falls on a Saturday, Sunday or holiday, the last day shall be extended until the next business day that the City is open for business, but in no case will the extension be for more than four (4) days.

(k) **Severability.** The determination that any covenant, agreement, condition or provision of this Agreement is invalid shall not affect the enforceability of the remaining covenants, agreements, conditions or provisions hereof and, in the event of such determination, this Agreement shall be construed as if such invalid covenant, agreement, condition or provision were not included herein.

(l) **Delivery of Deed and Warranty.** The Dedicator shall deliver a Water Rights Grant Bargain and Sale Deed conveying and dedicating the Water Rights to the City at the time of the execution of this Agreement. Further, the Dedicator shall warrant that it is the legal owner of the Water Rights.

(m) **Indemnification.** The Dedicator and the Assignee agree, jointly and severally, to indemnify the City at all times and hold the City harmless in respect of any claims, damages or losses (including, without limitation, attorney's fees and costs), whether known or unknown, disclosed or undisclosed, arising from, by reason of or in connection with any part or portion of this Agreement. Dedicator hereby represents and warrants it has not sold, assigned, transferred, conveyed, hypothecated, pledged, or otherwise disposed of or encumbered the water rights transferred herein except as provided in this Agreement. Dedicator acknowledges that in the event that any claim or dispute relating to the title of the water rights renders such water rights unusable within, or unavailable to, the City's water delivery system, the City may, at its sole discretion and in addition to any other remedies provided for by law, rescind this Agreement and withhold the will-serve commitments provided for herein. In the event that such will-serve commitments have already been issued, the City, in addition to any other remedies provided by law, may require Dedicator or Assignee, jointly or severally, to immediately acquire and dedicate to the City the same quantity and quality of water rights as the water rights rendered unusable within, or unavailable to, the City's water delivery system and/or the City may assign any other banked or reserved water rights in which Dedicator or Assignee have a beneficial interest, and that remain uncommitted to will-serve commitments, to the will-serve commitments already issued pursuant to this Agreement.

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

[Signature Pages Follow]

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

City of Fernley

_____
Mayor of Fernley

_____
Date

Attested:

_____
City Clerk

Dedicator

_____
M. Max Steinheimer
Manager of 301 Flint Street, LLC

_____
Date

_____
Connie Jane Steinheimer,
Manager of 301 Flint Street, LLC

_____
Date

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

LYON CO. APNs: 020-093-15; 020-093-16; 020-093-17; 020-093-18

RECORDING REQUESTED BY:
City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

AFTER RECORDATION RETURN TO:
City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

THIS WATER RIGHTS DEED is made and entered into this _____ day of _____, 2026, to convey the below-mentioned water rights from 301 FLINT STREET, LLC, a Nevada limited liability company (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE")

W I T N E S S E T H :

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

A Three and Six one-tenths (3.6) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1028-1; and

A Three and Thirty-Eight one-hundredths (3.38) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1028-1-1; and

A Three and Six one-tenths (3.6) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1028-1-2; and

A Three and Six one-tenths (3.6) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1028-1-3.

Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Numbers 020-093-15, 020-093-16, 020-093-17, and 020-093-18 and further described as follows:

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

Parcels B-1, B-2, B-3, and B-4 of the Parcel Map for Milton and Alyce Steinheimer of Parcel B of Parcel Map Recorded File 59198, and being a portion of the SW 1/4, NW 1/4, Sec. 13, T20N, R24E, M.D.M., Lyon County, Nevada, Recorder's File Number 93976, July 16, 1985.

This legal description appeared previously in Document No. 435839, recorded on December 19, 2008, Official Records of Lyon County, Nevada.

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

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

[signature page follows]

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

GRANTOR:

BY: _____
M. Max Steinheimer,
Manager of 301 Flint Street, LLC

BY: _____
Connie Jane Steinheimer,
Manager of 301 Flint Street, LLC

STATE OF _____)
: ss.
COUNTY OF_____)

This instrument was acknowledged before me on _____, 2026, by M. Max Steinheimer.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

STATE OF _____)
: ss.
COUNTY OF_____)

This instrument was acknowledged before me on _____, 2026, by Connie Jane Steinheimer.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Mitzi Carter, Human Resource Manager**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:	No: X	Yes:X	No:	510-840

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve the revised position descriptions for the Water Treatment Plant Utility Operator, Shift Operator, and Supervisor positions. Revised language was necessary to bring the position descriptions into alignment with NAC 445A.6243

AGENDA ITEM BRIEF:

Discussion and possible action to approve the revised position descriptions for the Water Treatment Plant Utility Operator, Shift Operator, and Supervisor positions. Revised language was necessary to bring the position descriptions into alignment with NAC 445A.6243.

RECOMMENDED MOTION:

"Move to approve the revised position descriptions for the Water Treatment Plant Utility Operator, Shift Operator, and Supervisor."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Council may not approve revised position description language or provide staff with further direction.

BACKGROUND:

Partick Sparks, Water Treatment Plant Chief, changed the position description language to align with the "Responsible Charge" as defined in NAC 445A.624, NAC 445A.6243 and NAC 445A.6247. The revised position descriptions for the Water Treatment Plant Utility Operator, Shift Operator and Supervisor were negotiated in good faith with and approved by Marty Kumle, Business Agent for the IBEW, Local 1245 and are now ready for Council's approval.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NAC 445A.624, NAC 445A.6243, and NAC 445A.6247

FINANCIAL IMPLICATIONS:

There are none as there was no change to the current salary range.

ATTACHMENTS:

1. Water Treatment Plant Utility Operator Union Approved
2. Water Treatment Plant Shift Operator Union Approved
3. Water Treatment Plant Supervisor Union Approved
4. NAC445a

CITY OF FERNLEY

Water Treatment Plant Utility Operator

$50,260.70 - $68,421.60

DEFINITION

Under direction of the Water Treatment Plant Chief Operator (person in responsible charge), performs all facility equipment, grounds maintenance, and cleaning in accordance with plant operation and maintenance manuals, local directives, state and federal directives, and regulations at the City's water treatment plant.

DISTINGUISHING CHARACTERISTICS

The Utility Operator is responsible for the day-to-day plant maintenance requirements. This includes, but is not limited to, the water treatment facility's scheduled and unscheduled equipment maintenance requirements, facility grounds maintenance, spare parts inventory control, and facility cleaning as required.

Entry level with good mechanical aptitude and a positive "can-do" attitude. Must be flexible and have a willingness to learn a new career in the potable water treatment field. Must exhibit good common sense and judgment. Safety oriented individual with good communication and writing skills. Good mathematics skills and intelligence level required. Works well with others and accepts responsibility when tasked.

Incumbents in this class are expected to achieve a minimum T-1 Water Treatment Plant Operator Certificate issued by the State of Nevada within one year of employment.

EXAMPLES OF DUTIES: The duties listed below are examples of the work typically performed by employees in this class, an employee may not be assigned all duties listed and may be assigned duties which are not listed below. *Marginal duties* (shown in italics) are those which are least likely to be essential functions for any single position in this class.

I. Responsible for facility maintenance and cleanliness.

2. Responsible for the thorough familiarization of procedures regarding the facility and plant equipment maintenance and safety requirements as directed by the O&M manuals, SOP's and EOP's.

3. Attends training sessions and operator meetings as directed.

4. Regularly reviews Operations and Maintenance Manuals. Standard & Emergency Operating Procedures and Facility Required Reading Boards.

5. Maintains the facility's O&M Library.

6. Maintains spare parts and cleaning supplies inventory and necessary SDS packets.

7. Assists the plant supervisor and shift operators as directed by the Chief Operator.

8. Maintains the facility tools in good working order and makes recommendations to the supervisor regarding tools/equipment needed.

9. Performs necessary labor functions as required.

10. Trains with operators and alone whenever possible.
11. Learns and performs all required local process sampling procedures.
12. Maintains all necessary assigned logs in a professional manner.
13. Performs chemical unloading and tank transfer functions with proper PPE.
14. Reports all noted operational deficiencies or violations to the Shift Operator, Supervisor, or Chief Operator immediately.
15. Performs both scheduled and unscheduled maintenance on facility equipment as required.
16. Performs necessary facility and equipment cleaning and janitorial functions as required.
17. Maintains the facility grounds as required.
18. Performs related duties and responsibilities as required.
19. Assists with plant emergency conditions as required/directed.
20. Performs related duties and responsibilities as directed by the Chief Operator.

QUALIFICATIONS FOR EMPLOYMENT

Knowledge and Abilities:

Knowledge of:

- Basic hand and power tools, torque wrenches and thread load limitations;
- Basic hydraulics theory;
- Basic pneumatics theory;
- Basic lubrication systems theory;
- Basic electric motor theory;
- Basic mechanical energy theory;
- Basic gear reduction methods;
- Basic mathematics.

Ability to:

- Perform a variety of semi-skilled and skilled manual maintenance and construction tasks on treatment equipment and city facilities;
- Maintain accurate and legible records of activities and conditions observed; understand and follow written and verbal instructions;
- Read and follow diagrams;
- Perform water systems arithmetic calculations. safely operate a variety of equipment and tools;
- Work harmoniously and tactfully with other City employees, contractors, and the public, including individuals, complaints regarding City services:
- Locate and repair problems with equipment. machinery. and water systems while working independently in the field;
- Share information, as appropriate consistent with City policy;
- Apply work methods consistent with state and federal regulations. department. and city policies and procedures;
- Train new staff in work methods and equipment operation;
- Select alternatives and project the consequences of proposed actions; and
- Operate a personal computer.

Special Requirements:
Must possess a valid Nevada driver's license.

Must achieve a State of Nevada Water Treatment Plant Operator Grade I (T-1) Certificate within one year of employment.

Experience and Training: *Any combination of training, education, and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:*

High school diploma.

PHYSICAL DEMANDS *(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who have been offered employment are encouraged to discuss potential accommodations with the employer.)*

Strength, stamina, and dexterity to sit in vehicles operating on rough roads and rough surfaces for short periods of time each day; walk on uneven or slippery surfaces; perform heavy manual tasks using hand tools such as shovels and picks; perform repetitive motions including use of controls with hands and feet; climb up and down ladders to enter confined spaces and other areas; coordination and dexterity to adjust and make minor repairs to equipment; strength to lift and cany containers and equipment weighing up to 90 pounds; visual acuity sufficient to operate equipment and read gauges in a variety of lighting conditions, including bright light, low light, and low visibility conditions; depth perception sufficient to maneuver equipment and determine position of equipment components; ability to hear changes in operation of motors and other equipment; and physically demanding work for continuous and lengthy periods of time.

WORKING CONDITIONS
Work in outdoor and indoor environments with intermittent to frequent exposure each day to unpleasant elements such as vibrations, noise, dust, fumes and odors, dampness, raw sewage, noise levels, or extreme weather conditions including heat. rain. snow. cold and wind and dust. Potential exposure to dangerous chemicals. Occasional work in confined areas. Work is typically performed independently and may be in isolated geographic areas.

FLSA Status: Non-Exempt

Reports to the Water Treatment Plant Chief Operator (person in responsible charge).

The job description does not constitute an employment agreement between the City and employee. It is subject to change at any time by the City at its sole discretion.

Printed Name _____ Date_____

Signature _____

CITY OF FERNLEY
Created 06.15.2011

Water Treatment Plant Utility Operator
Revision Approved:

Proposed Position has been Negotiated and is Approved:	Yes ☑	No ☐

Reason for Denied Approval:	
	Just to update to comply with NAC Requirements

Signature:

Marty Kumle, Business Agent
IBEW 1245

Date: 2/4/2026

DRAFT

CITY OF FERNLEY
Water Treatment Plant Shift Operator
$52,148.93 - $71,731.30

DEFINITION
Under direction of the Water Treatment Plant Chief Operator (person in responsible charge), performs all daily operational potable drinking water process requirements in accordance with plant, local, state and federal directives and regulations at the City's water treatment plant. ***This position performs the responsibilities designated in NAC 445A.6243.***

DISTINGUISHING CHARACTERISTICS
The Shift Operator is responsible for the day-to-day plant operational requirements. This includes, but is not limited to, water treatment plant controls, adjustments, lab analysis, discharge quality, production, inspections, and maintenance and cleaning.

Journey level potable water treatment plant operations experience and familiarity with operation of raw water supply and distribution systems; Knowledge of techniques, practices, and methods of operation in chlorination, clarification, filtration, chemical feed, and mechanical and instrumentation equipment associated with water treatment. Familiarity with drinking water regulations as promulgated by USEPA and NDEP/BSDW and the ability to communicate effectively, orally and in writing. Perform work in emergency situations as necessary.

Incumbents in this class are expected to possess and maintain a minimum T-2 Water Treatment Plant Operator Certificate issued by the State of Nevada; be prepared to perform under those credentials.

EXAMPLES OF DUTIES: The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties which are not listed below. *Marginal duties* (shown in italics) are those which are least likely to be essential functions for any single position in this class.

1. Responsible for plant operations during shift when assigned as "Shift Operator in Control" (OIC).
2. Responsible for thorough familiarization and coordination of all facility process controls and operating procedures.
3. Attends training sessions and operators meetings.
4. Regularly reviews Operations and Maintenance Manuals, Standard & Emergency Operating Procedures and Facility Required Reading Boards.
5. Assists with preparation of SOP's and EOP's.
6. Monitors treatment plant operations and plant discharge water quality through Supervisory Control and Data Acquisition (SCADA) as well as physical process familiarization.
7. Performs necessary labor functions as directed by the Chief Operator.
8. Calculates proper chemical dosage requirements and performs feed pump draw down checks.
9. Performs all required local process sampling and analysis procedures.

Revision Approved:

10. Maintains all necessary logs in a professional manner.
11. Performs chemical delivery verifications, transferring and metering functions.
12. Maintains a minimum T-2 Certification with NDEP/BSDW as required and maintains current knowledge of local, state and federal regulations.
13. Reports all noted operational deficiencies or violations to the Chief Operator immediately.
14. Performs both scheduled and unscheduled maintenance on facility equipment as required.
15. Works as the responsible lead person and quality control, on job assignments when directed.
16. Performs assigned equipment cleaning and inspections..
17. Assists Utility Operator with facility grounds maintenance as directed.
18. Conducts plant tours with the general public as required.
19. Performs related duties and responsibilities as directed by the Chief Operator.

QUALIFICATIONS FOR EMPLOYMENT

Knowledge and Abilities:

Knowledge of:

- principles, practices, methods, and materials used in maintenance and operation of water systems;
- equipment and tool safety and operating procedures for treatment plant operations;
- regulations governing the operation of municipal water treatment facilities and the related distribution, and storage facilities;
- laboratory procedures for basic, routine testing of water system plus related sample gathering and handling techniques; and
- occupational hazards and safety practices related to water system operation, repair, and maintenance.

Ability to:

- perform a variety of semi-skilled and skilled manual maintenance and construction tasks on treatment equipment and facilities;
- maintain accurate and legible records of activities and conditions observed;
- understand and follow written and verbal instructions;
- read and follow diagrams;
- perform water systems arithmetic calculations;
- safely operate a variety of equipment and tools;
- work harmoniously and tactfully with other City employees, contractors, and the public including individuals having complaints regarding City services;
- locate and repair problems with equipment, machinery, and water systems while working independently in the field;
- share information, as appropriate, consistent with City policy;
- apply work methods consistent with state and federal regulations, department, and city policies and procedures;
- train new staff in work methods and equipment operation;
- select alternatives and project the consequences of proposed actions; and,
- operate a personal computer and Process Control Systems Equipment.

Special Requirements:

Must possess a valid Nevada driver's license.

Revision Approved:

Incumbents in this class must possess and maintain a T-2 Water Treatment Plant Operator Certificate issued by the State of Nevada; and perform under those credentials.

Experience and Training: *Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:*

High school diploma or equivalent plus two (2) years of experience in the operations and maintenance of Water Treatment Plants or Water Distribution Systems.

PHYSICAL DEMANDS *(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. In compliance with applicable disabilities laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.)*

Strength, stamina, and dexterity to sit in vehicles operating on rough roads and rough surfaces for short periods of time each day; walk on uneven or slippery surfaces; perform heavy manual tasks using hand tools such as shovels and picks; perform repetitive motions including use of controls with hands and feet; climb up and down ladders to enter confined spaces and other areas; coordination and dexterity to adjust and make minor repairs to equipment; strength to lift and carry containers and equipment weighing up to 90 pounds; visual acuity sufficient to operate equipment and read gauges in a variety of lighting conditions, including bright light, low light, and low visibility conditions; depth perception sufficient to maneuver equipment and determine position of equipment components; ability to hear changes in operation of motors and other equipment; physically demanding work for continuous and lengthy periods of time.

WORKING CONDITIONS
Work in outdoor and indoor environments with intermittent to frequent exposure each day to unpleasant elements such as vibrations, noise, dust, fumes and odors, dampness, raw sewage, noise levels, or extreme weather conditions including heat, rain, snow, cold and wind, and dust. Potential exposure to dangerous chemicals. Occasional work in confined areas. Work is typically performed independently and may be in isolated geographic areas.

FLSA Status: Non-Exempt

Reports to the Water Treatment Plant Chief Operator (person in responsible charge).

The job description does not constitute an employment agreement between the City and employee. It is subject to change at any time by the City at its sole discretion.

Signature: _____ ***Date:*** _____

Printed name: _____

Proposed Position has been Negotiated and is Approved:	***Yes*** ☑	***No*** ☐
Reason for Denied Approval:	UPDATE to comply with The NAC requirements	

Signature: 2/4/2026

Marty Kumle, Business Agent Date:
IBEW 1245

DRAFT

Revision Approved:

CITY OF FERNLEY
Water Treatment Plant Supervisor
$63,621.00 -$89,680.03

DEFINITION
Under direction of the Water Treatment Plant Chief Operator (person in responsible charge), supervises and participates in the operation, maintenance, repair and construction of the City's water treatment plant's production and water quality. This position performs the responsibilities designated in NAC 445A.6247.

DISTINGUISHING CHARACTERISTICS
This is a working class distinguished from the other positions in the Water Treatment Plant Operator Series by its responsibility for the technical and efficient operation of the drinking water treatment facility only. This position does not supervise personnel.

Advanced level potable water treatment plant operations experience and familiarity with operation of raw water supply and distribution systems; Knowledge techniques, practices, and methods of operation in chlorination, clarification, filtration, chemical feed, and mechanical equipment associated with water supply. Familiarity with drinking water regulations as promulgated by USEPA and NDEP/BSDW and some experience in the development and preparation of water quality reports and coordination with regulatory agencies; ability to communicate effectively, orally and in writing. Experience in providing supervision of water treatment and/or distribution operations; ability to assist in the development of operating budgets. Perform work in emergency situations as necessary including ability to serve as shift operator.

Incumbents in this class are expected to possess and maintain a minimum T-3 Water Treatment Plant Operator Certificate issued by the State of Nevada; be prepared to perform as "person in responsible charge" under those credentials.

EXAMPLES OF DUTIES: The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties which are not listed below. *Marginal duties* (shown in italics) are those which are least likely to be essential functions for any single position in this class.

1. Provides oversight of the day-to-day operations and technical direction of the drinking water treatment facility.

2. Fills in as "Person in responsible charge" for the Water Treatment Facilities production of safe and aesthetically pleasing drinking water to the City of Fernley in the absence of the Water Treatment Plant Chief Operator, when approved by the NDEP/BSDW.

3. Provides technical advice and support to staff; determines the need for repair and maintenance of existing public works facilities and equipment; researches and updates equipment and facilities that utilize modern technology, including computer programs to improve operations; recommends purchase of new equipment or construction of new facilities as necessary ; consults with engineers and other resources, as required.

4. Ensures the timely completion of scheduled projects according to applicable codes and specifications; determines and implements modifications in specifications where appropriate; researches and develops specifications for material and equipment used in public works operations.

5. Implements training programs to enhance the capabilities of staff and improve the delivery of services; instructs and trains staff on facility operations;

6. Schedules maintenance and repair activities as directed by the Chief Operator; organizes and prioritizes work; assesses and coordinates availability of equipment and materials; arranges for training in use of equipment and in performance of specialized tasks.

7. Monitors and inspects assigned water facilities to identify needed repairs and performs quality control reviews of completed projects to ensure compliance with standards; determines maintenance schedules and work methods; prepares recommendations based upon the results of inspections; investigates and resolves complaints and concerns regarding department services and facilities.

8. Estimates costs of repairs and small construction projects; facilitates the procurement of necessary materials and equipment; monitors expenditures on assigned projects to assure compliance with budgets; accounts for variances between projected and actual expenditures.

9. Oversees the operation of the water treatment systems, water storage facilities, and auxiliary generator; follows-up on scheduled maintenance activities; reviews daily activity records.

10. Maintains records and reports of system maintenance and repair activities, equipment usage; keeps records of time worked, equipment and supplies used, and conditions observed; controls the distribution and usage of tools and equipment.

11. Inspects facilities and observes field operations to assess conditions and needed work; responds to emergencies and handles peak workloads by prioritizing projects.

12. Coordinate and monitor Process Control System changes, diagnose/troubleshoot Process Control Systems as required; Checks operation of gauges and trends, and performs routine maintenance on system instrumentation; maintains water storage facilities; maintains auxiliary generator; replaces filters and mechanical seals; maintains daily records.

13. Manage the water quality at the treatment plant and discharge lines; collects samples of water at various points within the plant for lab analysis; performs routine tests on samples; checks flow data records and records test results, gauge readings, and observed conditions; evaluates data to ensure proper operation of the treatment plant in accordance with NDEP/BSDW.

14. Review O&M manuals and assist in making appropriate changes as required; regularly review Standard and Emergency Operating Procedures (SOP's and EOP's); review the facility Emergency Response Plan; posts and controls the plant operators "required reading" boards.

15. Communicates with NDEP/BSDW as required.

16. Coordinate residuals disposal activities with the Bureau of Waste Management and disposal services contractors.

17. Assists Plant Chief Operator with development of annual operating budget, review operating expenditures.

18. Performs related duties and responsibilities as directed by the Chief Operator.

QUALIFICATIONS FOR EMPLOYMENT

Knowledge and Abilities:

Knowledge of:

- techniques to motivate employees;
- principles, practices, methods, and materials used in maintenance and operation of water systems;
- equipment and tool safety and operating procedures for treatment plant operations;
- regulations governing the operation of municipal water treatment facilities and the related distribution, and storage facilities;
- laboratory procedures for basic, routine testing of water system plus related sample gathering and handling techniques; and
- occupational hazards and safety practices related to water system operation, repair, and maintenance.

Ability to:

perform a variety of semi-skilled and skilled manual maintenance and construction tasks on treatment equipment and facilities;

- maintain accurate and legible records of activities and conditions observed;
- understand and follow written and verbal instructions;
- read and follow diagrams;
- perform water systems arithmetic calculations;
- safely operate a variety of equipment and tools;
- work harmoniously and tactfully with other City employees, contractors, and the public including individuals having complaints regarding City services;
- locate and repair problems with equipment, machinery, and water systems while working independently in the field;
- share information, as appropriate, consistent with City policy;
- apply work methods consistent with state and federal regulations, department, and city policies and procedures;
- train new staff in work methods and equipment operation;
- select alternatives and project the consequences of proposed actions; and,
- operate a personal computer and Process Control Systems.

Special Requirements:

Must possess a valid Nevada driver's license.

Incumbents in this class must possess and maintain a T-3 Water Treatment Plant Operator Certificate issued by the State of Nevada; be prepared to perform as "person in responsible charge" under those credentials if approved.

Experience and Training: *Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:*

High school diploma or equivalent plus three (3) years of experience in the operation and maintenance of water distribution, water treatment and/or wastewater systems; at least one year of experience must include maintenance and operations program administrative and supervisory experience.

PHYSICAL DEMANDS *(The physical demands described here are representative of those that must be met by an employee to successfully and fully perform the essential functions of the job. In with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.)*

Strength, stamina, and dexterity to sit in vehicles operating on rough roads and rough surfaces for short periods of time each day; walk on uneven or slippery surfaces; perform heavy manual tasks using hand tools such as shovels and picks; perform repetitive motions including use of controls with hands and feet; climb up and down ladders to enter confined spaces and other areas; coordination and dexterity to adjust and make minor repairs to equipment; strength to lift and carry containers and equipment weighing up to 90 pounds; visual acuity sufficient to operate equipment and read gauges in a variety of lighting conditions, including bright light, low light, and low visibility conditions; depth perception sufficient to maneuver equipment and determine position of equipment components; ability to hear changes in operation of motors and other equipment; physically demanding work for continuous and lengthy periods of time.

WORKING CONDITIONS
Work in outdoor and indoor environments with intermittent to frequent exposure each day to unpleasant elements such as vibrations, noise, dust, fumes and odors, dampness, raw sewage, noise levels, or extreme weather conditions including heat, rain, snow, cold and wind, and dust. Potential exposure to dangerous chemicals. Occasional work in confined areas. Work is typically performed independently and may be in isolated geographic areas.

FLSA Status: Non-Exempt

Reports to the Water Treatment Plant Chief Operator (person in responsible charge).

The job description does not constitute an employment agreement between the City and employee. It is subject to change at any time by the City at its sole discretion.

Printed Name: _____ Date: _____

Signature: _____

Proposed Position has been Negotiated and is Approved:	Yes ☑	No ☐
Reason for Denied Approval:	UPDAte to Comply with NAC Requirements	

Signature: _____ 2/4/2026

Marty Kumle, Business Agent
IBEW 1245

Date:

Reorganization Approved by Fernley City Council on 05/18/2010, to be effective on 07/01/2010. Revision approved on

NAC 445A.624 "Responsible charge" defined. (NRS 445A.860, 445A.880) "Responsible charge" means:

1. Actively engaged in on-site supervision and performance of operation activities including the treatment or distribution of water; and
2. Independently making process control or system integrity decisions about water quality or quantity that affect public health.

(Added to NAC by Bd. of Health, eff. 9-16-92; A by R185-99, 2-10-2000; R021-02, 8-29-2002)

NAC 445A.6243 "Shift operator" defined. (NRS 445A.860, 445A.880) "Shift operator" means a person who is in direct charge of the operation of a water treatment facility or distribution system for a specified period of the day and who reports to the person in responsible charge of the facility or system.

(Added to NAC by Environmental Comm'n by R129-05, eff. 10-31-2005)

NAC 445A.6247 "Supervisor or foreperson" defined. (NRS 445A.860, 445A.880) "Supervisor or foreperson" means a person who has the overall responsibility for the daily operation of a water treatment facility or a distribution system and who reports to the person in responsible charge of the facility or system.

(Added to NAC by Environmental Comm'n by R129-05, eff. 10-31-2005)

NAC 445A.625 "Surface water" defined. (NRS 445A.860, 445A.880) "Surface water" means all water open to the atmosphere and subject to surface runoff.

(Added to NAC by Bd. of Health, eff. 9-16-92)—(Substituted in revision for NAC 445.3658)

NAC 445A.626 Requirement for certificate. (NRS 445A.860, 445A.880) A person who desires to operate a public water system described in subsection 1 of NRS 445A.875 must obtain a certificate to operate such a public water system pursuant to NAC 445A.617 to 445A.652, inclusive.

(Added to NAC by Bd. of Health, eff. 9-16-92; A by R185-99, 2-10-2000; R021-02, 8-29-2002)

NAC 445A.6267 Minimum certification required; certification of persons making certain decisions. (NRS 445A.860, 445A.880)

1. The staff of a water treatment facility must have a minimum certification as follows:

(a) For a Treatment-1 facility:

(1) A person in responsible charge must have at least Treatment-1 certification;

(2) A supervisor or foreperson must have at least Treatment-1 certification; and

(3) A shift operator must have at least Treatment-1 certification;

(b) For a Treatment-2 facility:

(1) A person in responsible charge must have at least Treatment-2 certification;
(2) A supervisor or foreperson must have at least Treatment-2 certification; and
(3) A shift operator must have at least Treatment-1 certification;

(c) For a Treatment-3 facility:
(1) A person in responsible charge must have at least Treatment-3 certification;
(2) A supervisor or foreperson must have at least Treatment-3 certification; and
(3) A shift operator must have at least Treatment-2 certification; and

(d) For a Treatment-4 facility:
(1) A person in responsible charge must have at least Treatment-4 certification;
(2) A supervisor or foreperson must have at least Treatment-3 certification; and
(3) A shift operator must have at least Treatment-2 certification.

2. The staff of a water distribution system must have a minimum certification as follows:

(a) For a Distribution-1 facility:
(1) A person in responsible charge must have at least Distribution-1 certification;
(2) A supervisor or foreperson must have at least Distribution-1 certification; and
(3) A shift operator must have at least Distribution-1 certification;

(b) For a Distribution-2 facility:
(1) A person in responsible charge must have at least Distribution-2 certification;
(2) A supervisor or foreperson must have at least Distribution-2 certification; and
(3) A shift operator must have at least Distribution-1 certification;

(c) For a Distribution-3 facility:
(1) A person in responsible charge must have at least Distribution-3 certification;
(2) A supervisor or foreperson must have at least Distribution-3 certification; and
(3) A shift operator must have at least Distribution-2 certification; and

(d) For a Distribution-4 facility:
(1) A person in responsible charge must have at least Distribution-4 certification;
(2) A supervisor or foreperson must have at least Distribution-3 certification; and
(3) A shift operator must have at least Distribution-2 certification.

3. Each public water system shall ensure that all decisions concerning distribution process control and system integrity that may affect public health or the environment are made by a certified water distribution operator. Such decisions include, but are not limited to:

(a) Installing, tapping, relining, disinfecting, testing and connecting of water mains and appurtenances;
(b) Shutdown, repair, disinfection and testing of broken water mains;
(c) Flushing, cleaning and pigging of existing water mains;

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Filiga Farmer**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:X	No:	Water Enterprise Fund

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible action to approve the purchase and installation of Advanced Metering Infrastructure (AMI) receiver equipment and associated services in an amount not to exceed $322,848.79

AGENDA ITEM BRIEF:

The Utilities Department is requesting approval to purchase and install Advanced Metering Infrastructure (AMI) receiver equipment and associated services to support the City's automated water meter reading system. The total project cost is not to exceed $322,848.79 and is included in the approved Water Enterprise Fund Capital Improvements Program budget.

The AMI receivers will allow meter data to be transmitted remotely, improving billing accuracy, reducing manual meter readings, and providing earlier detection of leaks and abnormal water usage. This project is a planned step in the City's implementation of its AMI system.

The purchase includes receiver equipment, installation, project management, and training services. Funding for this item is included in the approved Utilities budget.

RECOMMENDED MOTION:

"I move to approve the purchase and installation of Advanced Metering Infrastructure (AMI) receiver equipment under the City's existing agreement and authorize the Utilities Department to execute all related documents."

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:

Do not approve the purchase and continue manual meter reading operations.

BACKGROUND:

The City is implementing an Advanced Metering Infrastructure (AMI) system to modernize water meter reading and improve operational efficiency. The installation of fixed network receivers will allow meter data to be transmitted automatically, reducing manual meter readings, improve billing accuracy, and assist in early leak detection. This purchase is part of the planned AMI deployment and funding is included in the approved Utilities Capital Improvement Program.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

There are none

FINANCIAL IMPLICATIONS:

The total project cost is not to exceed $322,848.79 and funding is included in the approved Water Enterprise Fund Capital Improvement Program budget. No additional appropriation is required.

ATTACHMENTS:

1. Quote_Western Nevada Supply
2. FERNLEY UTILITIES - AM_Fernley, NV_Design Pkg_020326

WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

TO: CITY OF FERNLEY
355 COTTONWOOD LN.
FERNLEY, NV 89408

JOB:SENSUS FIXBASE SYSTEM

REMARKS:

DATE: 01/22/26 NO. 1212428
EFFECTIVE 01/22/26 TO 08/21/26

TERMS: NET 30 DAYS PAGE# 1
FOB: FFA
PREP. BY: BARNEY ARNESON
775-353-1250
barneson@goblueteam.com

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

Western Nevada Supply Co expressly reserves the right to equitably adjust the quoted price at any time prior to shipment in the event that material costs increase for reasons beyond our control

*** SALES TAX NOT INCLUDED ***

Qty	Part #	Description	Price.....	Extended
1		===> Base Station		
2	WZNS902350	SENSUS BASE STATION M420B W/SPM-900 ***ONE TIME PURCHASE***	50758.40	101516.80
		SEGMENT 1 TOTAL		101,516.80
2		===> Base Station Insalation		
2	WZNS908433	BASESTATION INSTALLATION ***ONE TIME PURCHASE***	42625.00	85250.00
		SEGMENT 2 TOTAL		85,250.00
3		===> SENSUS Project Management		
1	WZNS908436	SENSUS PROJECT MANAGEMENT ***120 HOURS*** ***ONE TIME PURCHASE***	41875.00	41875.00
1	WZNS908435	SEE ATTACHMENT FOR PROJECT MANAGEMENT SERVICE INCLUDE:		
		SEGMENT 3 TOTAL		41,875.00
4		===> SENSUS Software/Setup/Training		
1	WZNS902356	SENSUS SaaS RNI-SETUP FEE PART #MS SU RNISAAS ***ONE TIME PURCHASE***	8755.00	8755.00
1	WZNS902653	SENSUS SaaS RNI ANNUAL FEE **ANNUAL INCREASE OF 3%**	18265.00	18265.00

*** CONTINUED ON NEXT PAGE ***

WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 1212428
DATE..: 01/22/26
JOB...: SENSUS FIXBASE SYSTEM
PAGE#.: 2

Qty	Part #	Description	Price.....	Extended
1	WZNS902654	TRAINING-SENSUS AMI FLEXNET CORE EDUCATI PART #ED AMI ONSITE ***ONE TIME PURCHASE***	15000.00	15000.00
1	WZNS902655	SENSUS ANALYTICS-SETUP FEE PART #SA SU ***ONE TIME PURCHASE***	7405.00	7405.00
1	WZNS902656	SENSUS ANALYTICS-ANNUAL FEE **ANNUAL INCREASE OF 3%** PART # SA ENH	14630.00	14630.00
1	WZNS902378	SENSUS ANALYTICS-STANDARD INTEGRATIONS PART #PS SA STANDARD ***ONE TIME PURCHASE***	8593.75	8593.75
		SEGMENT 4 TOTAL		72,648.75
5	===> SENSUS Convert IPERL Meters			
1	WZNS902705	SENSUS TO REPROGRAM EXISTING IPERL WATER METERS OVER THE AIR FROM 1000 GALLONS TO 1 GALLON ***ONE TIME PURCHASE***	16375.00	16375.00
		SEGMENT 5 TOTAL		16,375.00
6	===> SENSUS Base Station EXT Warranty			
2	WZNS902354	SENSUS M420B EXTENDED WARRANTY **ANNUAL FEE** **ANNUAL INCREASE OF 3%**	2591.62	5183.24
		SEGMENT 6 TOTAL		5,183.24
7	===> BACK HAUL			
1	WZNS908453	BACK HAUL STARLINK HARDWARE TO BE SUPPLIED BY CITY OF FERNLEY		

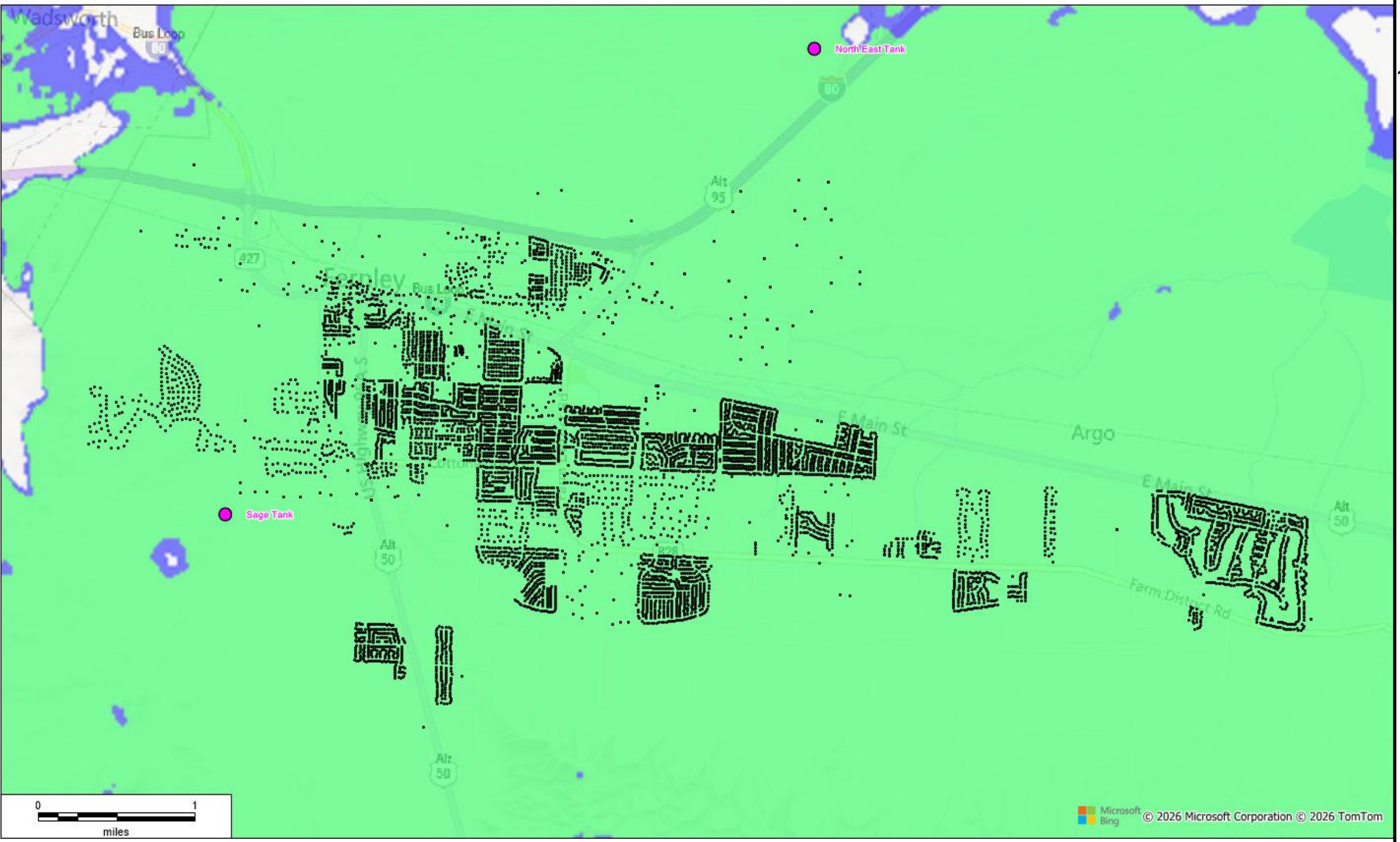
*** CONTINUED ON NEXT PAGE ***

WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 1212428
DATE..: 01/22/26
JOB...: SENSUS FIXBASE SYSTEM
PAGE#.: 3

Qty	Part #	Description	Price.....	Extended
		INSTALLATION IS INCLUDED IN THE BASESTATION INSTALLATION PRICE		
			SEGMENT 7 TOTAL	0.00
8		===> POWER TO ALL BASESTATIONS		
1	WZNS908454	POWER TO ALL BASESTATION LOCATIONS CITY OF FERNLEY IS RESPONSIBLE FOR POWER TO ALL BASESTATIONS LOCATIONS THE AC POWER CONNECTION SHOULD BE LOCATED WITHIN 1 FOOT OF THE DESIRED LOCATION OF THE BASESTATIONS CABINET 120 VAC-15A CIRCUIT BREAKER		
			SEGMENT 8 TOTAL	0.00
			QUOTATION TOTALS	322,848.79

* * * SALES TAX NOT INCLUDED * * *
THE MATERIAL LIST ABOVE IS QUOTED PER THE PLANS / SPECS PROVIDED TO WNS,
AND WHETHER SPECIFIED OR NOT WILL BE SUBJECT TO THE ENGINEERS APPROVAL.
ALL SALES ARE SUBJECT TO SALES TAX.



FlexNet Design

Propagation Analysis

15696 - FERNLEY UTILITIES – AM
Fernley, NV

RF Engineer: Chris Priester
Date: 2/3/2026

Site Details

Total Site Locations: 2
Total Base station Counts: 2
M420B = 2

Design Factors

Flex Net Version: V1
Endpoint Type: Water
Smart point Location: PitsetAL

	Count	%
Total Endpoints Covered	8,287	100.00%
2 Way Coverage	8,287	100.00%
1 Way Coverage	0	0.00%
Total Endpoints Analyzed	8,287	

LEGEND

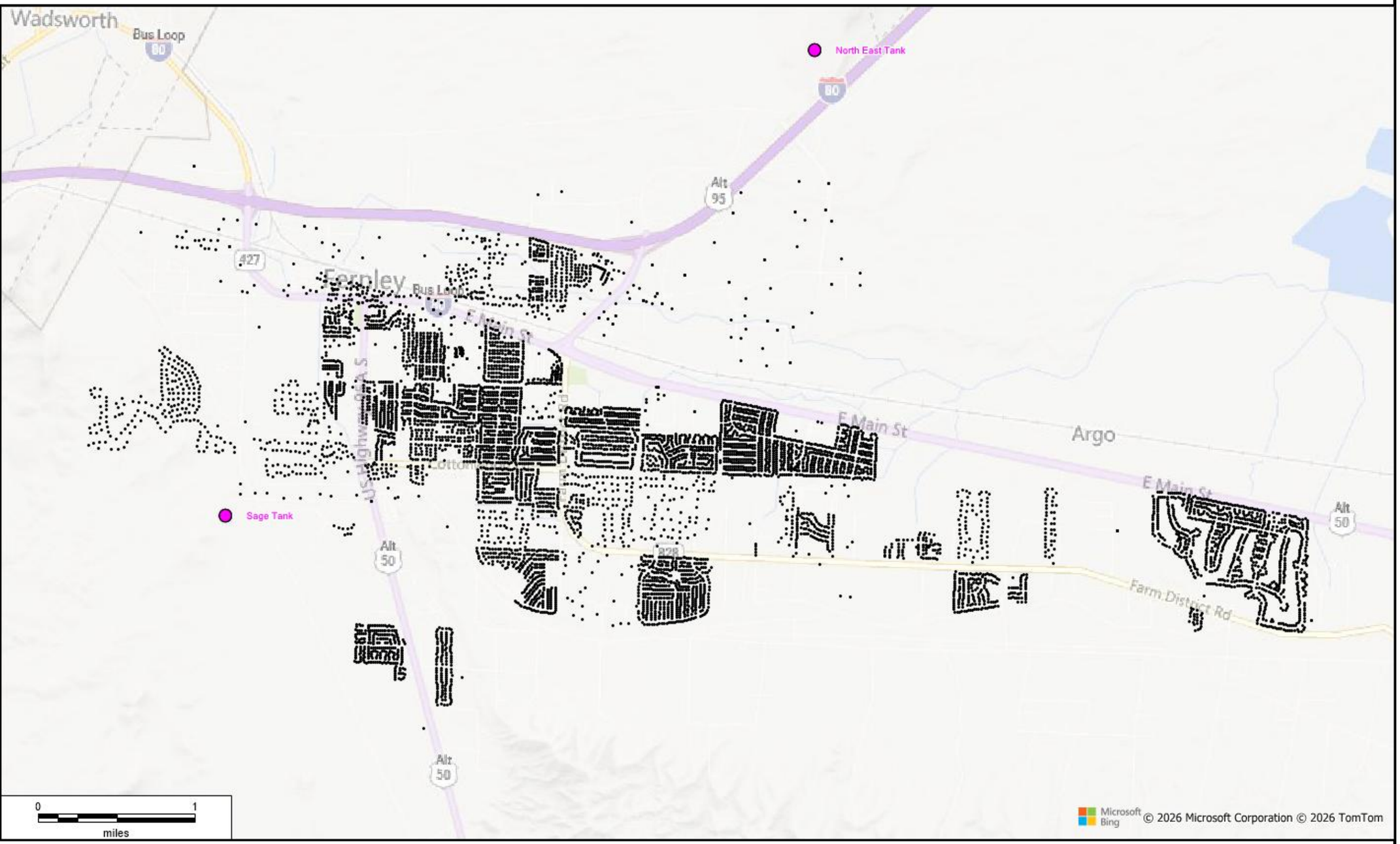
- 2 Way Coverage
- 1 Way Coverage
- Site Location
- Endpoint Location

This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

SENSUS
a xylem brand

FlexNet Design

Base station and Endpoints



LEGEND

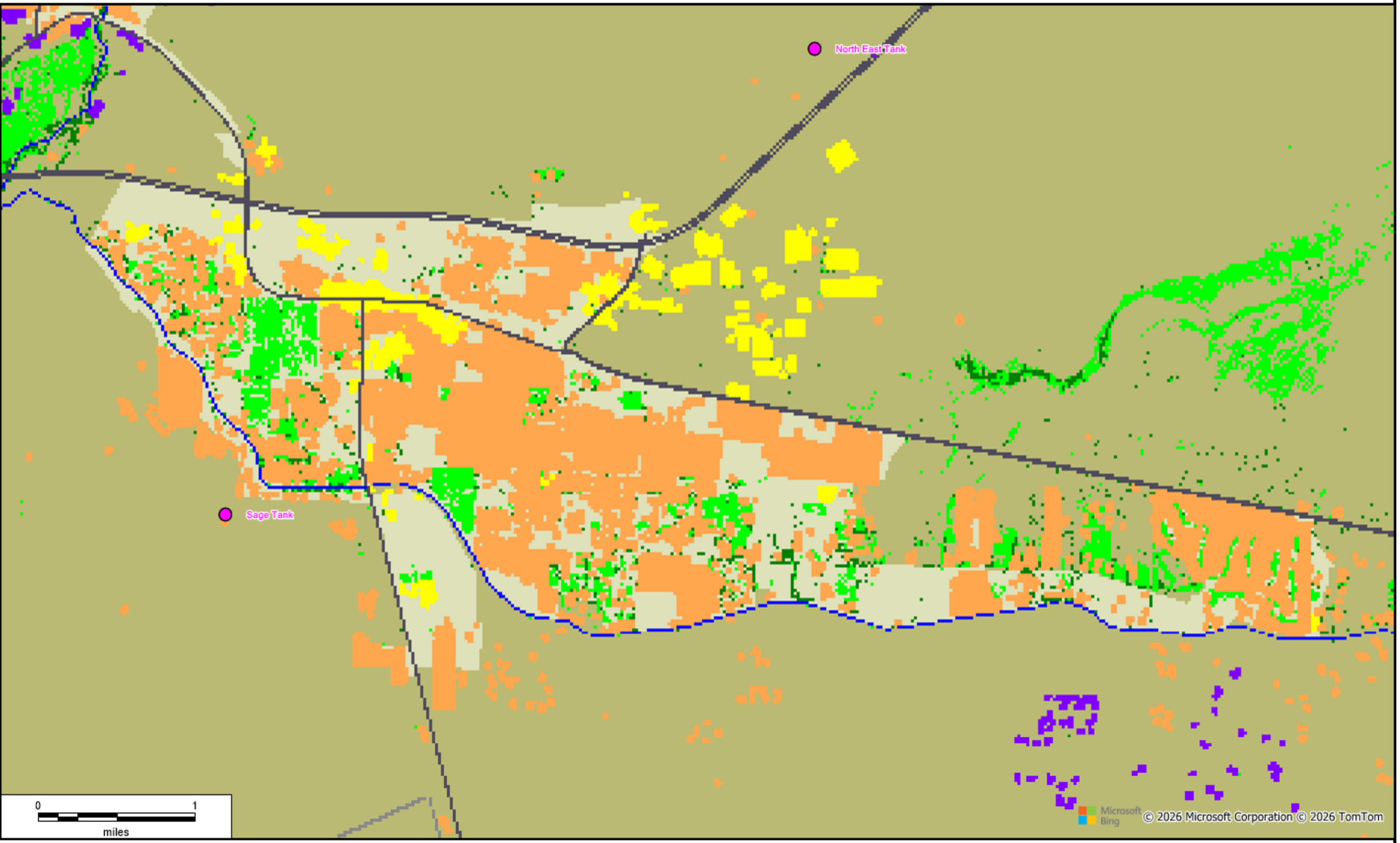
- Site Location
- Endpoint Location

This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

SENSUS
a xylem brand

FlexNet Design

Base station and Clutter



LEGEND

- Site Location
- Core Urban
- High Density Urban
- Urban
- Commercial Industrial
- Residential with Trees
- Residential with few Trees
- Airport
- Transportation
- Grassland Agriculture
- Open in Urban
- Open
- Seawater
- Rural
- Forested Dense Vegetation
- Marsh Wetland
- Inland Water

This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

SENSUS
a xylem brand

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Michele Rambo, Planning Director**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes: X	No:	Yes:	No: X	To be determined if the grant is obtained.

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Possible approval of the submittal of a grant application to the Nevada Department of Wildlife for the amount of $100,000 to assist in the funding of the Mayor's pond park design and/or construction.

AGENDA ITEM BRIEF:

City staff has submitted a grant application to the Nevada Department of Wildlife for $100,000. Per the City of Fernley Grants Management Policy adopted in 2021, the City Council must approve the application prior to submittal. Staff had limited time to submit the application and was not able to get City Council approval before the submittal deadline and is now seeking the required approval. If the City Council does not approve the application, staff will withdraw the application from consideration.

RECOMMENDED MOTION:

(If removed from Consent) I move to approve the submittal of a grant application to the Nevada Department of Wildlife for the amount of $100,000.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

(If removed from Consent) I move to deny the submittal of a grant application to the Nevada Department of Wildlife.

BACKGROUND:

City staff has submitted a grant application to the Nevada Department of Wildlife for $100,000 through the Wildlife Heritage Program. This grant program provides funding for projects that benefit Nevada wildlife. Phase 1 of the Mayor's Pond Park qualifies as benefiting Nevada wildlife such as trout, sport fish, songbirds, geese, ducks, and others.

Per the City of Fernley Grants Management Policy adopted in 2021, the City Council must approve the application prior to submittal. Originally, NDOW staff was going to fill out the application and manage any grant money awarded to the City of Fernley. However, NDOW determined that the application would be better coming from the City about 2 weeks prior to the submittal deadline of March 1, 2026. Therefore, Staff had limited time to submit the application and was not able to get City Council approval before the submittal deadline. Staff is now seeking the required approval. If the City Council does not approve the application, staff will withdraw the application from consideration.

The City Council allocated $100,000 in the 2025/2026 budget to put toward design of the park, which Lumos & Associates is currently working on. Staff will be asking for an additional $500,000 to be allocated in the 2026/2027 budget to begin construction of Phase 1. This phase will include the pond, portions of planned walking paths and the parking lot, and restrooms. The potential $100,000 grant amount will help save the City money during this phase of construction.

The submitted grant application and all attachments are attached to this report for review.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

None

FINANCIAL IMPLICATIONS:

The money obtained through this grant will be used exclusively for the design and/or construction of the Mayor's pond park. Therefore, the financial impact to the City will be that much less.

ATTACHMENTS:

1. Letter of Intent
2. Grant Application Form
3. Vicinity Map
4. Project Site Map
5. Pond Park Preliminary Design

Michele Rambo, AICP
Planning Director

Alisa Johansson
Senior Planner

Treston Rodriguez
Associate Planner

Lisa Warner
Assistant Planner

Jim Umbach, AICP
Planning Technician

Planning Department

February 23, 2026

Matt Glenn
Nevada Department of Wildlife
mglenn@ndow.org

RE: Wildlife Heritage Program Grant Application – Letter of Intent

Dear Mr. Glenn:

The City of Fernley is submitting an application for grant funding through the Wildlife Heritage Program to assist in funding a new park facility, which would include a fishing pond. This pond would be similar in nature to ponds currently existing in other Nevada communities including Carson City and Gardnerville.

The City Council has allocated $100,000 in the 2025/2026 budget to put toward design of the park. Staff will be asking for an additional $500,000 be allocated in the 2026/2027 budget to begin construction of Phase 1. This phase is anticipated to include the pond, a portion of walking path, a portion of the parking lot, and potentially restrooms. The City is also working with local contractors and businesses to donate labor, equipment, and supplies throughout the process. At this point, a total estimate of those donations is not available.

We look forward to working with NDOW on this fishing pond project. Please contact me if you have any questions.

Thank you,

Michele Rambo

Michele Rambo, AICP
Planning Director
mrambo@cityoffernley.org
775-784-9815

Wildlife Heritage Account Project Proposal Form

APPLICANT INFORMATION

Person Submitting Proposal/Project Manager: Michele Rambo, Planning Director

Organization/Agency: City of Fernley

Date: February 20, 2026

Address: 595 Silver Lace Blvd. City: Fernley

State: NV Zip Code: 89408

Cell: N/A Phone: 775-784-9815

Email: mrambo@cityoffernley.org Fax: N/A

NDOW Monitor (if the project would be managed by someone other than a NDOW employee):

Michele Rambo, Planning Director

PROJECT INFORMATION

Project Title:

Fernley Community Pond

State Fiscal Year(s) Wildlife Heritage Account Funds are Needed: 2026-2027

Project Location: This project is within the City limits of Fernley, NV at 2305 Farm District Road

Amount of Funds Requested from Heritage Account: $100,000

Is a Project Map Attached? Yes ☑ No ☐

(a map **must** include the project title, map scale, date map was created, and a north arrow; Note that we will need project spatial information in the future if funded)

Project Partners/Organizations and Roles (Implementation Lead, Agency Cooperator, Non-Agency Cooperator, Private Landowner:

Jake Ward - NDOW Fisheries Biologist
Michele Rambo - City of Fernley Planning Director
Barry Williams - City of Fernley Public Works Director

Define Priority Resources (Big Game, Diversity, Fish, General Habitat Improvement, Waterfowl, Upland Game): Fish, Diversity/Non-Game, Waterfowl, Upland Game

Select Priority Species (e.g. Sage-grouse, mule deer, etc.): Rainbow Trout, Warmwater Sport Fish, Coldwater Sport Fish,Migratory Songbirds, Geese, Dabbling Ducks, Diving Ducks, Bats, Raptor Species

Is this Project related to an Project Initiatives (e.g. NDOW Mule Deer Enhancement Program, Sagebrush Ecosystem Program, Shared Stewardship, NRCS Sage-grouse Initiative, NV Biodiversity Initiative, Sagebrush Conservation Initiative, Monitoring and Research, etc.):

No

Project Activities (e.g. Conifer Removal, Fire Rehabilitation, Fuels Management, Riparian Enhancement, Acquisition, Population Monitoring or Research, etc.)

Install artificial habitat

Does the Project benefit Greater Sage-grouse or their Habitat (Yes/No):

No

Purpose of the Project:

The Fernley Community Pond and Park will serve the community of Fernley, Nevada residents and public in general as an opportunity to increase outdoor recreation, outdoor education, and promote fishing opportunities within the city limits.

Detailed Description of Project and Rationale (include any development plans such as vegetation removal, planting, seeding, or installation of structures; also include the schedule for obtaining any necessary permits, completing NEPA compliance, etc.)**:**

Community ponds and parks are vital to the communities in which they are established to enhance outdoor recreational opportunities for everyone. The proposed Fernley Community Pond and Park will provide easily accessible fishing opportunities in a rural community which currently offers none. Stocked fish (trout and warmwater sportfish species) provide memorable days for the public and community ponds are heavily utilized by all ages and demographics. At this time, Fernley has very little angling opportunity and no areas where fish are routinely stocked. The closest body of water for recreational opportunities is Lahontan Reservoir. Lahontan is a minimum 30-minute drive from the city center which can be a limiting factor for some community members. Having a community pond located within the city limits will provide more accessible recreational opportunities.

In partnership with the City of Fernley, there has been a commitment from local construction and engineering companies to have equipment, time, and personnel donated to help complete this project. This project will be composed of the development of a 23-acre parcel currently owned by the City of Fernley. The City of Fernley maintains adequate water rights, acquired from the Newlands Project, to irrigate the pond and associated park. The main point of delivery is from the adjacent Truckee Canal, which serves as a water relay system from the Truckee River to Lahontan Reservoir. The intent of this project is to provide a 1-3 acre fishing pond, ADA access fishing piers, a walking trail, parking area, and other outdoor recreational related activities for community use.

Awarded funds will be used to assist with the pond design and construction. If awarded, this money will be used to support the City of Fernley's $100,000 initial investment which has been approved by the City Council for the design and implementation of the project. In addition, local construction and engineering companies have committed to donate time, personnel, and equipment to the implementation of the project.

This project will not only improve community rapport, but will also provide unique habitat for warm water and cold water fish species. NDOW plans to add the Fernley Community Pond to the yearly fish stocking allotments and support the community with management of the fishery upon its completion. In addition to the fisheries associated values, there will be increased habitat for migratory bird species and resident wildlife. Additionally, revenue from increased fishing license sales directly related to this opportunity will assist with the department's overall mission to protect and conserve all Nevada wildlife.

How Would this Project Help with "the protection, propagation, restoration, transplantation, introduction and management of any game fish, game mammal, game bird or fur-bearing mammal in this State; or the management and control of predatory wildlife in this State"**?** (See NRS 501.3575)

This project will help with the introduction and management of game fish by providing aquatic habitat to promote sportfish management, education, and recreational opportunities within our rural communities. More recreational opportunities will also promote license sales, providing further support for the Nevada Department of Wildlife mission. These efforts will not only support fishery's management but can provide habitat for migrating birds, mammals, and other non-game species that will use the pond for refuge and forage.

Project Schedule (describe key milestones for project implementation):

Anticipated construction start: Summer 2026

Anticipated completion: Spring 2027

Does this Project have a Monitoring Plan and if so, please describe:

Upon completion, project will be monitored through routine fisheries activities. Success will be determined by multiple parameters to include: angler use, angler success, and establishment of sportfish species.

Legal Description of the Property on Which the Proposed Project is to be Located (**must** include the property address, access roads, township, range and section)**:**

2305 Farm District Road; APN: 021-303-16
Access Road: Farm District Road
39.58406, -119.1982
Section 20, Township 20 North, Range 25 East

Does this Project Have Additional Funding Sources Other than Your Wildlife Heritage Account Request? Yes ☑ No ☐

Does this Project Involve Habitat Restoration and Improvement of a Long-term or Permanent Nature?

Yes ☑ No ☐

Please Describe in Detail the Reason Why You Need Wildlife Heritage Account Funding to Fund this Project:

The Wildlife Heritage Account funding will be used to support the City of Fernley's $100,000 initial investment which has been approved by the City Council for the design and implementation of the project. This funding will be used to assist with all pond design, construction, and development related activities creating outdoor recreation and education opportunities for local constituents in Fernley, other nearby communities, and Nevada residents. Creating outdoor recreational opportunities allows for more youth and localized involvement within our rural communities.

Project Duration: one year ☑ two years ☐ three years ☐ more ☐

Estimated Start Date: Summer 2026 **Estimated End Date:** Spring 2027

PROJECT FUNDING

The funding breakdown below should cover the total funding needs of the project. While projects may be extended beyond the fiscal year for which money was awarded, such an extension must be due to unusual circumstances and be approved by the Wildlife Commission (see NAC 501.340).

1. Amount of Heritage Account Funds Being Requested		$100,000
2. Other Cash Funding Sources for this Project		
a. City of Fernley		$100,000
b.		
c.		
d.		
e. Total Other Cash Funding Sources (lines a – d)		$ 100,000 -
3. In-kind Services for this Project		
a. Volunteer Time		
b. Equipment		
c. Materials		
d.		
e.		
f.		
g.		
h. Total Donations/In-kind Services (lines a – g)		$ 0 -
4. Total Project Funding	$ 200,000 -	

PROJECT COSTS

The cost breakdown below should cover the total costs of the project you are seeking funding for. NOTE: THE HERITAGE ACCOUNT CANNOT BE USED TO PAY INDIRECT COSTS.

	Heritage Costs	All Other Costs
1. Land Acquisition		
2. Personnel (NDOW employee costs can't be included in the Heritage column)		
3. Travel (NDOW travel costs can't be included in the Heritage column)		
a. Per diem		
b. Mileage		
c. Total Travel Costs (lines a & b)	$ 0 -	$0 -
4. Equipment Items		
a.		
b.		
c.		
d. Total Equipment Costs (line a - c)	$0 -	$0 -
5. Materials		
a.		
b.		
c.		
d.		$0 -
e. Total Material Costs (lines a - d)	$ 0 -	$0 -
6. Miscellaneous Costs		
a. Design/Initial Construction	$100,000	$100,000
b.		
c.		
d.		
e. Total Miscellaneous Costs (lines a - d)	$ 100,000 -	$100,000 -
7. Total Heritage Costs Only (add lines 1, 2, 3c, 4d, 5e, 6e)	**$**100,000 -	
8. Total All Other Costs (add lines 1, 2, 3c, 4e, 5e, 6e)		**$**100,000 -
9. Total Project Costs (add lines 7 & 8)	**$**200,000 -	
(Note: total project funding from previous table must match total project costs)		

Budget Narrative:
Awarded funds will be used to assist with all pond design, construction, and development related activities. If awarded, this money will be used to support the City of Fernley's $100,000 initial investment which has been approved by the City Council for the design and implementation of the project. In addition, local construction and engineering companies have committed to donate time, personnel, and equipment to the implementation of the project. While an estimate of the value of these donations is not yet known, it is anticipated that the pond and associated improvements would normally cost approximately $500,000. It is anticipated that additional funding will be provided by the City Council for the 2026-2027 fiscal year.

Are There Going to be Any Ongoing Costs for This Project? Yes ☑ No ☐

Maintenance of the pond and surrounding park will create ongoing costs. The City of Fernley is in the process of possibly creating a Parks and Recreation department, but funding for that is still unknown.

If There are Ongoing Costs Associated with This Project, is There an Anticipated Funding Source for These Costs? Yes ☐ No ☑

Do You Anticipate Needing Additional Wildlife Heritage Account Funds Beyond the Upcoming Fiscal Year? If So, Please Describe What You Think Your Funding Requirements will be and for What Purposes (As noted above, extensions beyond the first fiscal year must be due to unusual circumstances and approved by the Wildlife Commission.)**:**

N/A

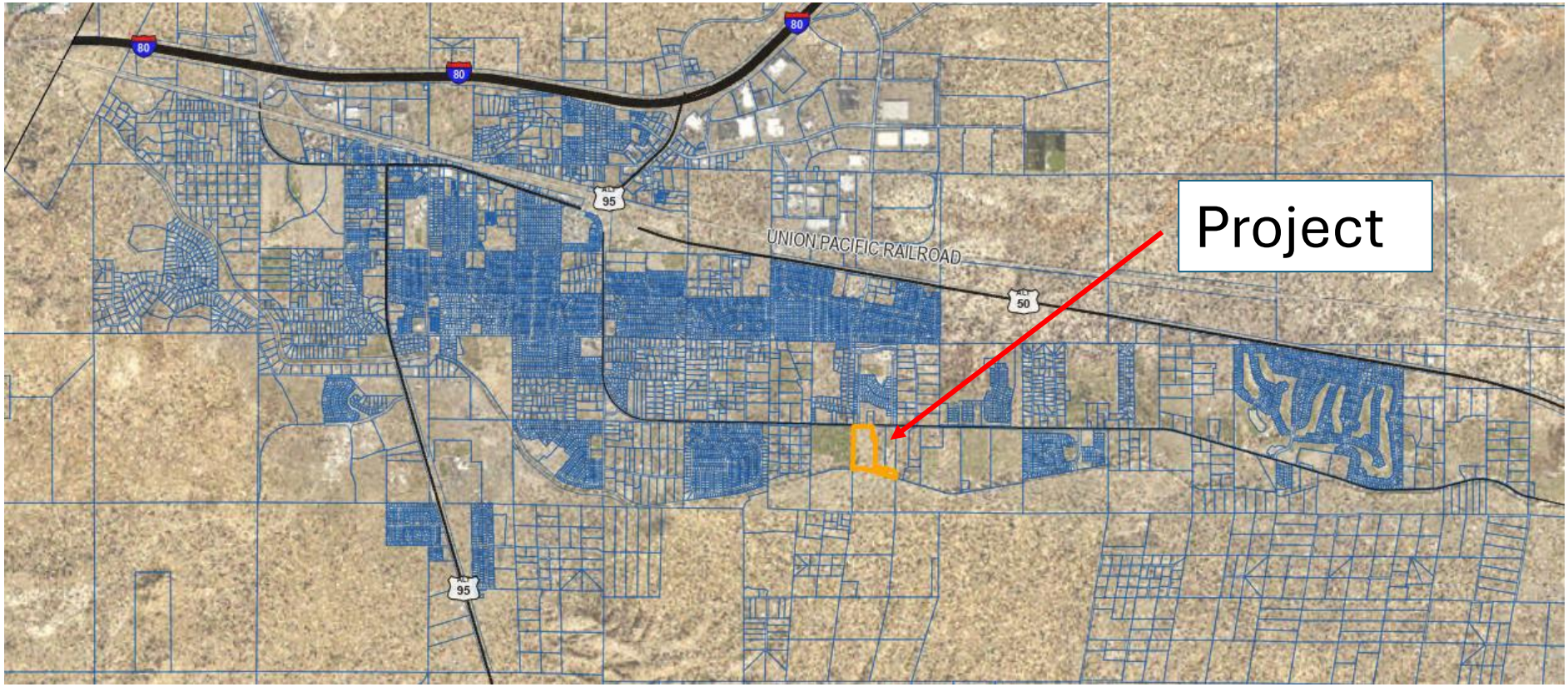
How Will You Give Credit to the Wildlife Heritage Account and Other Funding Sources?

Signage recognizing the support of the wildlife heritage committee/account will be located on-site.

Authorizing Signature: Michele Rambo

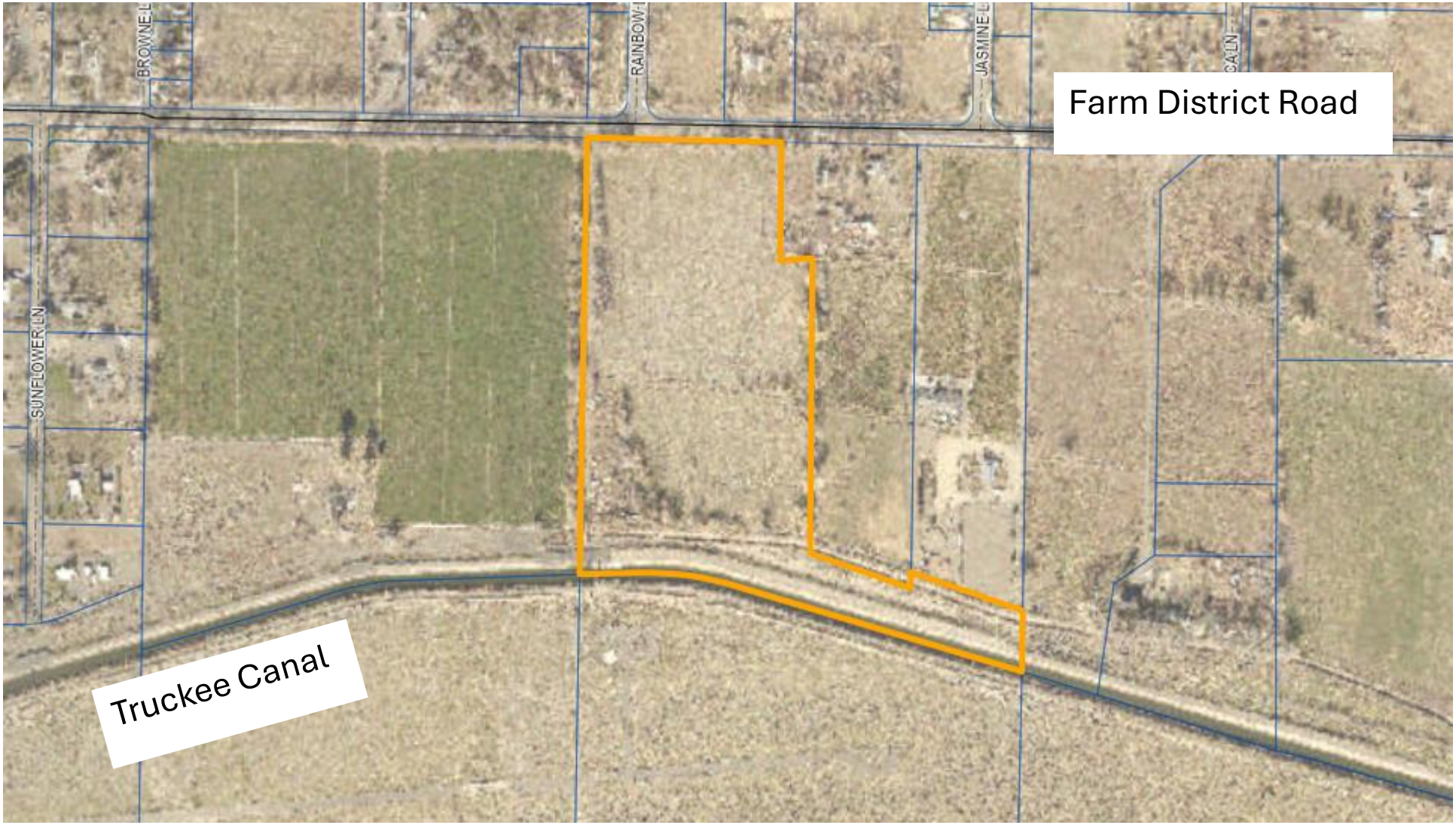
Review Date 2/20/26

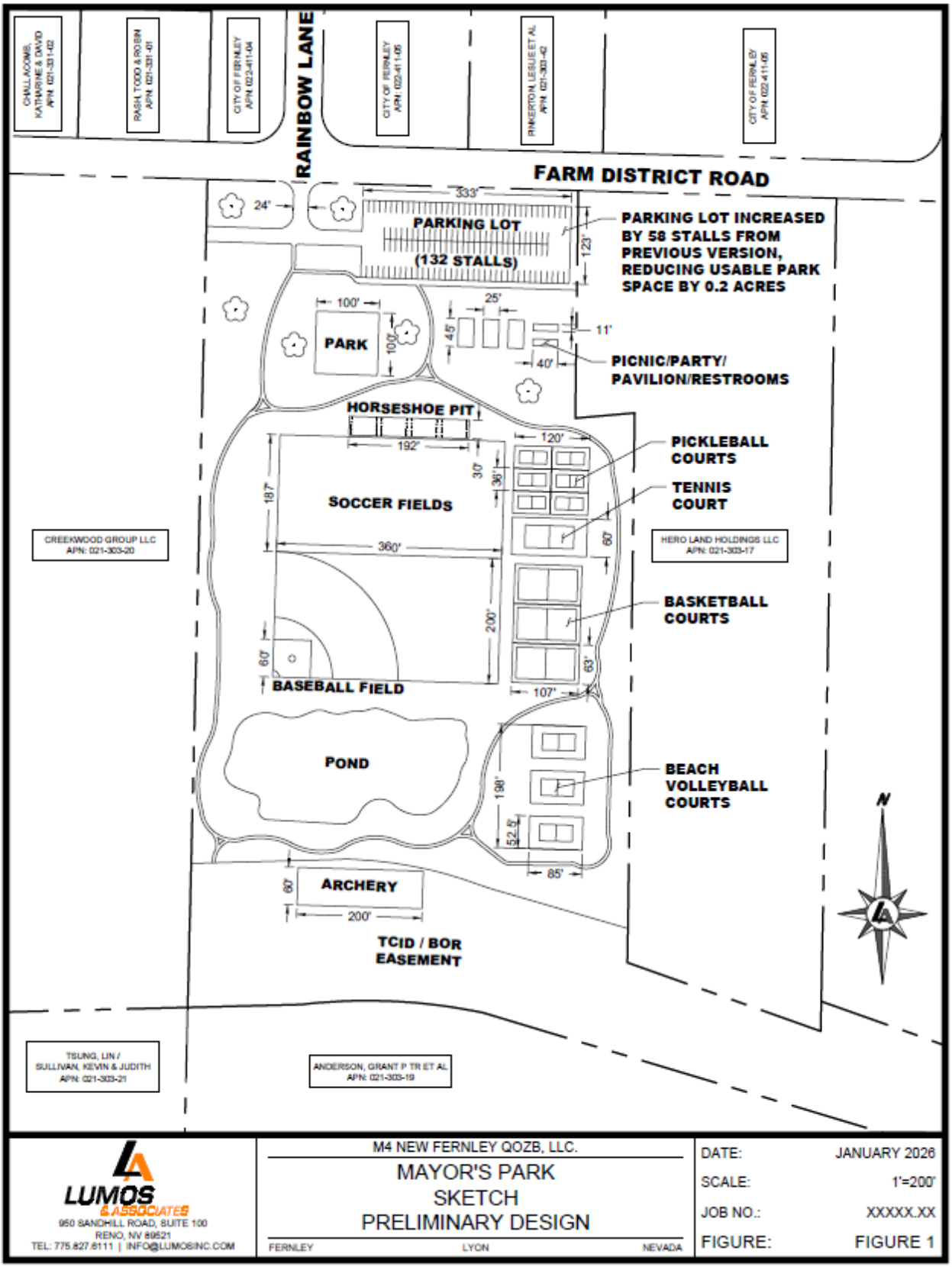
Vicinity Map



Fernley, NV

Project Site




CHALL ADAMS, KATHARINE & DAVID APN: 021-331-02
RASH, TODD & ROBIN APN: 021-331-01
CITY OF FERNLEY APN: 022-411-04
RAINBOW LANE
CITY OF FERNLEY APN: 022-411-05
RINGERTON LESLIE ET AL APN: 021-303-42
CITY OF FERNLEY APN: 022-411-05
FARM DISTRICT ROAD
24'
333'
PARKING LOT
(132 STALLS)
123'
PARKING LOT INCREASED BY 58 STALLS FROM PREVIOUS VERSION, REDUCING USABLE PARK SPACE BY 0.2 ACRES
100'
PARK
100'
25'
45'
11'
40'
PICNIC/PARTY/ PAVILION/RESTROOMS
HORSESHOE PIT
192'
120'
PICKLEBALL COURTS
30'
36'
TENNIS COURT
187'
SOCCER FIELDS
360'
60'
CREEKWOOD GROUP LLC APN: 021-303-20
HERO LAND HOLDINGS LLC APN: 021-303-17
BASKETBALL COURTS
200'
60'
63'
BASEBALL FIELD
107'
POND
BEACH VOLLEYBALL COURTS
198'
52.5'
85'
N
60'
ARCHERY
200'
TCID / BOR EASEMENT
TSUNG, LIN / SULLIVAN, KEVIN & JUDITH APN: 021-303-21
ANDERSON, GRANT P TR ET AL APN: 021-303-19
LUMOS & ASSOCIATES
950 SANDHILL ROAD, SUITE 100
RENO, NV 89521
TEL: 775.827.6111 | INFO@LUMOSINC.COM
M4 NEW FERNLEY QOZB, LLC.
MAYOR'S PARK
SKETCH
PRELIMINARY DESIGN
FERNLEY LYON NEVADA
DATE: JANUARY 2026
SCALE: 1"=200'
JOB NO.: XXXXX.XX
FIGURE: FIGURE 1

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Brenda Gosser**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes: X	No:	Yes: X	No:	510-395-910 520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from Jenuane Communities Onda Verde, LLC for Village3, Friendly 5 Subdivision for 50.11 ERC's of water and 50.00 ERC's for Sewer for Lyon County Parcel 021-303-67 located at 0 Farm District Road, Fernley, NV 89408.

AGENDA ITEM BRIEF:

1. Jenuane Communities Onda Verde, LLC is seeking a will-serve for Village3, Friendly 5 Subdivision.
2. This project requires 50.11 ERC's for water and 50.00 ERC's for Sewer.

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Jenuane Communities Onda Verde, LLC for Friendly 5 Subdivision for 50.11 ERC's of water and 50.00 ERC's for Sewer for Lyon County Parcel 021-303-67 located at 0 Farm District Road, 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:

Jenuane Communities Onda Verde, LLC is seeking a will serve for 50.11 ERCs for Water and 50.00 ERCs for sewer to accommodate the Village 3, Friendly 5 Ranch subdivision, Lyon County Parcel 021-303-67, located in Fernley, NV.

Water and sewer connection fees will be paid at the time of building permit issuance at the rate of $7,879 per ERC unit for Water Service Connection and $5,628 per ERC unit for Wastewater Service Connection.

The water needed for this project has been previously dedicated under a prior banking agreement.

City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Will-Serve Commitment Letter Friendly 5 Village 3

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: Jenuane Communities Onda Verde, LLC (Friendly 5 Ranch Village 3) Development/ project or property located at 021-303-67 Fernley, Nevada with 50.11 water connections and/or 50.00 sewer connections for Service to 50 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 $7,879 per unit for water and $5,628 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# 021-303-67

Fernley City Council Approved Will-Serve on:

Public Works Director	**Mayor – City of Fernley**
Applicant	**Date**

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Aaron Smith**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes: X	No:	Yes:	No: X	Water Enterprise Fund

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible action to approve an Agreement for Professional Services with Shaw Engineering to provide review, design, permitting, bid support, construction management and installation observation and compliance services for the Water Treatment Plant Microfiltration Rack System Electrical Improvements Project, for a total amount of $37,500.

AGENDA ITEM BRIEF:

Agreement for Professional Services with Shaw Engineering to provide review, design, permitting, bid support, construction management and installation observation and compliance services for the Water Treatment Plant Microfiltration Rack System Electrical Improvements Project.

RECOMMENDED MOTION:

approve

BUSINESS IMPACT (per NRS Chapter 237):

There are none

See attached report for background, analysis, alternatives.

ALTERNATIVES:

There are none

BACKGROUND:

Water Treatment Plant Maintenance project

RELEVANT LAWS, STATUTES, AND REGULATIONS:

There are none

FINANCIAL IMPLICATIONS:

There are none

ATTACHMENTS:

1. WTP MF Rack Electrical-Shaw Contract

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 _____, a _____, whose address is: _____("Contractor").

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

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

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

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

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

2. **CONTRACTOR'S SERVICES:**

    a. **Description of Services.**

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

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

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

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

3. REQUIRED 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) 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: Shaw Engineering
20 Vine Street
Reno, NV 89503

5. INSPECTION & AUDIT:

a. **Books and Records**. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. **Inspection & Audit**. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

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

6. TERMINATION OR SUSPENSION:

a. **Suspension**. The City may suspend, without cause, the performance by Contract 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:

    i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;

    ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

    iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy

court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.

e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct**. This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.

f. **Winding Up Affairs upon Termination.** 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. <u>REMEDIES:</u> 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.

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 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 CTR

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 achieve under the standard ISO separation of insureds clause.

iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by the City.

v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.

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

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

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

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.

iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.

iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the

insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

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

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

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

17. **ASSIGNMENT/DELEGATION:** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to

operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations, or duties under this Contract without the prior written consent of the City.

18. **PROPRIETARY INFORMATION:** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.

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

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

    a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

    b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42

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

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

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

22. **CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017):** By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

23. **PROPER AUTHORITY:** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

24. **GOVERNING LAW; VENUE:** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper

venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.

25. **INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.

26. **COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

27. **ADVICE OF COUNSEL:** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

28. **MODIFICATION; NO WAIVER:** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.

29. **INTERPRETATION OF AGREEMENT:** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising

herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.

30. **COOPERATION OF PARTIES:** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF FERNLEY

_____
Mayor, City of Fernley Date

_____
City Clerk, City of Fernley Date

Approved as to form:

_____
City Attorney, City of Fernley Date

Originating Department:

_____
Department Head Date

CONTRACT

A Contract for Professional Services

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

CONTRACTOR

BY:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address:

City: State: Zip Code:

Telephone: Fax #:

E-mail Address:

_____

(Signature of Contractor)

DATE SIGNED this _____ day of _____, 20__.

February 27, 2026

Ms. Ana Navarro
City of Fernley
595 Silver Lace
Fernley, NV 89408

Re: Water Treatment Plant Microfiltration Rack System Electrical System Electrical Review, Design, Bid-Phase Services, and Construction Management Services Proposal

Dear Ms. Navarro:

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

Task 1.0 Electrical Engineering Review, Design, and Construction Management

Shaw Engineering will utilize the services of Jensen Engineering Inc, for the electrical engineering scope for the project. This task includes review of the existing electrical system for the microfiltration racks including power supply, panels, wiring, grounding, electrical load, and capacity for expansion. A site visit to inspect the microfiltration racks and electrical facilities for compliance with NEC, NFPA, and City of Fernley standards is also included. The main deliverable will be a technical memorandum summarizing findings and recommendations for any modifications to wiring, panels, or controls.

During the bid phase of the project; Jensen Engineering will prepare engineer stamped and signed bid package documents complete with necessary calculations and panel schedules, technical specifications, drawings/markups, and clarifications, respond to contract requests for information, issue addenda if required, and attend a pre-bid meeting.

During construction, Jensen will attend a pre-construction meeting, review contractor submittals, shop drawings, and material certifications, provide construction observation for compliance with design intent, respond to RFI's and provide clarification during construction, attend equipment startup, and support the final punch list development and project closeout.

Task 2.0 Permitting and Bidding Support Services

Depending on the scope of the project recommended through completion of Task 1, Shaw anticipates permitting will be required with the Nevada Division of Environmental Protection, Bureau of Safe Drinking Water. Shaw Engineering will prepare a water project

application for submittal to NDEP-BSDW. This will include responding the comment letters as appliable and required to complete the permitting process.

Once NDEP-BSDW Engineering approval has been received, Shaw Engineering will advertise for Bids using the Engineers Joint Contract Document Committee (EJCDC) C-Series Agreement documents to be used for a construction contract between the successful bidder and the City of Fernley. Shaw will compile final bid documents utilizing the design and technical specifications generated in Task 1. Shaw will advertise bids using Quest CDN and the Reno Gazette Journal, respond to bidder RFI's, participate in a pre-bid meeting and site walk, prepare document requirements, assist in bid opening, and provide a recommendation of award following bid opening.

Task 3.0 Construction Management Support and Project Closeout

This task includes elements of construction management for the project scope not already included in Jensen Engineering's scope from Task 1. Shaw will assist the City with the issuance of the Notice of Award, review of the contractor's insurance and bonds, facilitation of agreement execution, issuance of the Notice to Proceed, schedule and conduct the pre-construction meeting, and review the contractor RFIs and submittal documents. During the construction phase, Shaw will manage correspondence, contractor's requests for information, submittals, change orders, and review applications for payment for accuracy in accordance with the EJCDC document control procedures. Throughout the project, contract days will be monitored to ensure compliance with the general and special conditions of the agreement and enforce the project schedule.

At project completion, Shaw will conduct a final walk through of the project, prepare the final punch list, and review as-built drawings for accuracy. Lastly, Shaw will prepare a project completion report which will be submitted to the NDEP-BSDW at the conclusion of the project.

The following assumptions have been made for this proposal.

- It is anticipated the construction of the improvements listed above will take begin in the first quarter of 2026 and be completed in the third quarter of 2026.
- Shaw has not budgeted for any daily, onsite, inspections during construction. Attendance of weekly meetings is included assuming a three-week construction schedule.
- Permit fees with NDEP-BSDW have not been included.

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

Task 1.0	**Electrical Engineering Review, Design, CM**	$	23,500
Task 2.0	**Permitting and Bid Phase Support**	$	6,000
Task 3.0	**Construction Management Support and Closeout**	$	8,000
	Total	**$**	**37,500**

The work listed above will be billed based on time and materials at the fee schedule attached and will not exceed unless approved by the City of Fernley.

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

Sincerely,
SHAW ENGINEERING



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

2026 FEE SCHEDULE

PROFESSIONAL

Senior Principal	$215.00/hr
Principal	$200.00/hr
Project Manager	$175.00/hr
Senior Engineer	$165.00/hr
Professional Engineer II	$155.00/hr
Professional Engineer I	$145.00/hr
Staff Engineer II	$125.00/hr
Staff Engineer I	$115.00/hr
Expert Testimony	
Consultations	$250.00/hr
Reports/Preparations	$500.00/hr
Trial/Depositions	$750.00/hr (4 hr.Min.)

TECHNICAL

Project Coordinator	$110.00/hr
Drafting/Technician II	$ 95.00/hr
Drafting/Technician I	$ 85.00/hr
Construction Inspector II	$115.00/hr
Construction Inspector I	$105.00/hr

ADMINISTRATIVE

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

OTHER

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

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

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Brenda Gosser**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes: X	No:	Yes: X	No:	510-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from Northern Nevada Veterans Memorial Cemetery for NNVMC - Committal Building for 0.40 ERC's of water for Lyon County Parcel 021-091-08 located at Mission Way, Fernley, NV 89408.

AGENDA ITEM BRIEF:

1. Nevada Veterans Memorial Cemetery is seeking a will-serve for NNVMC - Committal Building.
2. This project requires 0.40 ERC's for water.

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Northern Nevada Veterans Memorial Cemetery for NNVMC - Committal Building for 0.40 ERC's of waterfor Lyon County Parcel 021-091-08 located at Mission Way, 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:

Nevada Veterans Memorial Cemetery is seeking a will-serve for 0.40 ERCs for Water to accommodate the NNVMC - Committal Building, Lyon County Parcel 021-091-08, located in Fernley, NV.

Water connection fees will be paid at the time of building permit issuance at the rate of $7,879 per ERC unit for Water Service Connection.

Nevada Veterans Memorial Cemetery has paid in-lieu of fees instead of dedicating 0.45 acre-feet of water for this will-serve.

City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. NNVMC Will Serve Letter_draft

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: Northern Nevada Veterans Memorial Cemetery, NNVMC – Committal Building Development/ project or property located at Mission Way Fernley, Nevada with 0.40 water connections and/or 0 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 $7,879.00 per unit for water and $5,628.00 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 the Engineering Department.**

6. This Will-Serve applies to: APN# 021-091-08

Fernley City Council Approved Will-Serve on:

Utility Director	**Mayor – City of Fernley**
Applicant	**Date**

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Barry Williams, Public Works Director**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:X	No:	General Fund

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible action to approve a contract with Sloane Consulting Group for preparation of the City of Fernley Cemetery Master Plan for an amount not to exceed $120,000.

AGENDA ITEM BRIEF:

The City of Fernley Public Works Department solicited proposals from qualified consultants to prepare a master plan, known as the City of Fernley Cemetery Master Plan, for the Fernley Desert Memorial Garden Cemetery. This plan will be used to inform City staff of recommendations and provide long-term vision along with comparisons to similar cemeteries of their current sites, operation, and management. Sloane Consulting Group was the consultant chosen, and the contract requires City Council approval.

RECOMMENDED MOTION:

"I move to approve a contract with Sloane Consulting Group for preparation of the City of Fernley Cemetery Master Plan for an amount not to exceed $120,000."

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:

City Council could choose to deny approval of the contract and provide staff with further direction.

BACKGROUND:

On January 17, 2025, City Council provided direction on which initiatives will best serve the City to pursue during FY 2025/2026 in accordance with the 2021-2026 Strategic Plan. A City of Fernley Cemetery Master Plan would fulfill several goals listed as strategic priorities, which include managing sustainable growth and maintaining public infrastructure, increasing opportunities for civic engagement and community building, and ensuring municipal services meet the needs and expectations of the community.

In September 2025, the City sought proposals from qualified consultants to prepare a planning document and policy guide, known as the City of Fernley Cemetery Master Plan, for the Fernley Desert Memorial Garden Cemetery. One (1) proposal was received. Sloane Consulting Group will guide all aspects of project coordination, strategy, and deliverables.

The purpose of this master plan is to outline the future development, maintenance and preservation of the city's cemetery, which would include land use and development, aesthetic maintenance and improvements and future expansion through capital improvement planning. This comprehensive guide will define the cemetery's vision, preserve documents and improve procurement and long-term maintenance processes, and will engage the community throughout future planning and care as well as providing cost estimations and phased capital improvement implementation.

The City Council has allocated money in the 2025-2026 budget to facilitate the preparation of this master plan. It is anticipated that the City of Fernley Cemetery Master Plan will be completed and adopted by December 2026.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332

FINANCIAL IMPLICATIONS:

This purchase will be made using the General Fund portion of the FY 25-26 Budget.

ATTACHMENTS:

1. Sloane Consulting Group CONTRACT
2. Sloane Fernley CMP Proposal

CONTRACT

A Contract For Design 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 _____, a _____, whose address is _____ ("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:**
                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.
                b. Fee Schedule
                c. Schedule of Services. Tasks and subtasks shall be completed in accordance with the schedule in Attachment A. Any change(s) to the schedule must be approved in writing by the City's Project Manager.
                d. Project Team. Contractor will perform the work using the project team identified in Attachment A. Any changes to the project team must be approved in writing by the City's Project Manager.

_____Contractor's Initial _____CoF Representative

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

c. **Notice to Proceed.** Contractor shall not commence work until the Contract is fully executed by City and Contractor and a Notice to Proceed (NTP) has been issued to the Contractor by the City.

d. **Optional Services.** If applicable, the City shall have the right to exercise its option(s) for all or any part of the OPTIONAL tasks or subtasks identified in Attachment A Fee Schedule, (and further described in Attachment A Scope of Services). The Contractor shall not commence work on any OPTIONAL task prior to issuance of a NTP for the OPTIONAL task by the City.

3. REQUIRED APPROVALCOMPENSATION AND TERMS OF PAYMENT:

a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment A and incorporated herein by this reference.

b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.

c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work and Fee Schedule).

d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year

e. **Not to Exceed.** The maximum amount payable to Contractor to complete each task is equal to the not-to-exceed amounts identified in Attachment A. Contractor may submit a written request to the City's Project Manager to reallocate not-to-exceed amounts between Tasks. The request to reallocate must be accompanied by a revised fee schedule with associated revised not-to-exceed amounts and must be approved in writing by the City's Project Manager prior to performance of the work. Contractor shall not be compensated in excess of the Total not-to-exceed Contract amount:

Subtotal Professional Services	$120,000
Subtotal OPTIONAL Professional Services: (N/A)	N/A
Total NTE Amount (Including OPTIONAL Services)	$120,000

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

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

If to Contractor:
Sloane Consulting Group
Attn: Stephanie Sloane
516 Clifton Road Northeast
Atlanta, GA 30307

4. INSPECTION & AUDIT:

a. **Books and Records**. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. **Inspection & Audit**. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise),

including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

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

5. TERMINATION OR SUSPENSION:

a. **Suspension**. The City may suspend, without cause, the performance by Contract 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:

   i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;

   ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

   iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.

e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct**. This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.

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

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and

iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.

v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).

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

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

8. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachment. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

9. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or

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

10. **INDEMNIFICATION:** The City does not require the Contractor to defend, indemnify or hold harmless the public body or the employees, officers or agents of that public body from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the public body.

    a. The City does require the Contractor to indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor in the performance of the contract.

    b. The City does not require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor. If the Contractor is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body, as reimbursement for the attorney's fees and costs incurred by the public body in defending the action, by the Contractor in an amount which is proportionate to the liability of the Contractor.

    c. The City does require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are not based upon or arising out of the professional services of the Contractor.

11. **INDEPENDENT CONTRACTOR:** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details

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

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

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 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

i. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and

2. Contractor is otherwise in compliance with those terms, conditions and provisions.

COF CTR

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

i. Retroactive date: Prior to commencement of the performance of this Contract

ii. Discovery period: Three (3) years after the termination date of this Contract.

c. **General Requirements**.

i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.

ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.

iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.

iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by the City.

v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.

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

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

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

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.

iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.

iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit

the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

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

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

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

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

17. **PROPRIETARY INFORMATION:** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.

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

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

    a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

    b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

    c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment

because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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

21. **CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017):** By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

22. **PROPER AUTHORITY:** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

23. **GOVERNING LAW; VENUE:** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.

24. **INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth

herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.

25. **COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

26. **ADVICE OF COUNSEL:** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

27. **MODIFICATION; NO WAIVER:** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.

28. **INTERPRETATION OF AGREEMENT:** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.

29. **COOPERATION OF PARTIES:** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that

are necessary and appropriate to give full force and effect to the terms and intent of this Contract.

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

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

CITY OF FERNLEY

_____
Mayor, City of Fernley Date

_____
City 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

SLOANE CONSULTING GROUP

November 3, 2025

Barry Williams
Public Works Director
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

RE: Fernley Desert Memorial Garden Cemetery Master Plan

Dear Mr. Williams,

Sloane Consulting Group is pleased to submit our response to the City of Fernley's Request for Proposals to develop a Master Plan for the Fernley Desert Memorial Garden Cemetery. As a consulting firm that has specialized in the planning, operation, and management of cemeteries for more than forty years, we are well positioned to assist the City in creating a comprehensive, sustainable, and forward-looking plan. Our extensive industry knowledge and experience will allow us to deliver a master plan that is timely, actionable, and fully aligned with the City's goals for preservation, enhancement, and long-term maintenance.

Over the past four decades, Sloane Consulting Group has provided consulting services for over 500 cemeteries nationwide, addressing many of the same challenges facing Fernley today. We understand that cemeteries across the country are adapting to profound shifts, such as increased cremation, changing community expectations, water restrictions, and urban expansion, while striving to remain relevant and financially sustainable. Our approach emphasizes collaboration with City staff, community members, and key stakeholder**s** to ensure that each plan reflects both local character and modern best practices in cemetery operations and planning.

We are proud to be partnered with Civisworks and WC Fry Design on this important project. Civisworks brings more than twenty years of experience in cemetery planning and design, offering services that span site analysis, design, and construction oversight. WC Fry Design, led by Wendy Fry, adds over thirty-five years of award-winning experience in cemetery planning and landscape architecture. Their deep understanding of community values, design innovation, and industry trends ensures each master plan honors tradition while preparing for the evolving needs of Fernley's residents. Together, our combined expertise in cemetery management, design, and planning will provide the City with a comprehensive and actionable roadmap for the Cemetery's future.

We have provided a detailed scope of services designed to meet the objectives outlined in the RFP. We see the key priorities for this project as:

- **Engaging stakeholders** within the City and community to identify opportunities for Fernley Desert Memorial Garden Cemetery to continue serving as a vital community resource.
- **Supporting the City's mission** to facilitate responsible and orderly growth and ensure the provision of professional, efficient, and cost-effective municipal services.
- **Planning for future capital needs** through a well-reasoned and community-supported phased development approach.
- **Ensuring best practices** in operations, policy, and preservation so that the Cemetery remains a valued community asset for generations to come.
- **Determining the highest and best use of remaining space**, reflecting the needs, traditions, and preferences of Fernley's residents and families.

We appreciate the opportunity and are pleased to submit this proposal and look forward to working with the City of Fernley to develop a thoughtful and visionary Cemetery Master Plan for the Fernley Desert Memorial Garden Cemetery. Please do not hesitate to contact us with any questions or requests for additional information.

Thank you for your consideration of our proposal,



Stephanie Sloane
Principal
Sloane Consulting Group

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EXECUTIVE SUMMARY

As both cemetery operators and consultants, supported by a team of talented landscape architects, Sloane Consulting Group brings unmatched experience to the development of the Fernley Desert Memorial Garden Cemetery Master Plan. Our team is the right choice to help the City of Fernley create an actionable, phased plan that balances operational efficiency, thoughtful design, and long-term sustainability.

We understand the opportunities and complexities of this site: its desert setting, unique history, distinct memorialization, division by Mission Way and Veteran's Way, proximity to the Northern Nevada Veterans Memorial Cemetery, and visibility from Interstate 80. These characteristics create a strong foundation for a master plan that will strengthen connections, celebrate local identity, and enhance Fernley's evolving memorial corridor.

As the lead consultant, Sloane Consulting Group will guide all aspects of project coordination, strategy, and deliverables. In collaboration with WC Fry Design and Civisworks, we have assembled a skilled and regionally knowledgeable team. Our landscape architects bring first-hand experience having lived and worked extensively in mountain and high-desert environments. They are deeply knowledgeable of desert adapted design and the use of native plantings, ensuring a plan that reflects and respects Fernley's natural character.

We employ a refined planning process that engages staff, stakeholders, and the broader community to build consensus and shape a shared vision. Our approach integrates site assessment, operational review, and design development, ensuring that design decisions are informed by operational realities and that operational strategies are strengthened through thoughtful design.

The project will advance through five structured phases: Site and Operations Assessment, Marketplace Analysis, Community Engagement, Concept Development, and Master Plan Presentation. Each step will yield clear deliverables that guide decision-making and implementation, culminating in a phased plan with capital priorities, cost estimates, and operational strategies that support responsible growth and fiscal stewardship.

Our approach is grounded in the understanding that design excellence must be supported by sound and sustainable operations. A cemetery is not only a designed landscape but a perpetual enterprise that must remain functional, financially stable, and responsive to its community for generations. Sloane Consulting Group brings unmatched experience in operational analysis and long-term management planning, ensuring that every design recommendation is feasible to maintain and supports the City's financial and staffing capacity.

We help municipalities plan for perpetual care by aligning design with maintenance efficiencies, scalable infrastructure, and revenue models that sustain ongoing stewardship. This balance between operational strategy and thoughtful design ensures the Fernley Desert Memorial Garden Cemetery can continue to serve the needs of a growing community while maintaining its dignity, accessibility, and environmental resilience.

Recent work in the western United States includes the Hillcrest Cemetery Master Plan for the City of Temple, Texas (a 69-acre plan integrating the cemetery into a broader green corridor and ensuring future burial capacity); the Guaje Pines Cemetery Master Plan in Los Alamos, New Mexico (a roadmap for expansion and operational improvements balancing design and fiscal sustainability); and Red Rock

Memorial Park in Las Vegas, Nevada (a 96-acre new cemetery designed around environmentally and context sensitive principles and desert-adapted ecology).

On the East Coast and in the Midwest, completed projects include Green Hill Cemetery in Waynesville, North Carolina (a comprehensive preservation and expansion plan for a 26-acre historic cemetery); Greenmount Cemetery in Wendell, North Carolina (a collaborative plan addressing operations, circulation, and landscape improvements); and Lake Forest Cemetery in Grand Haven, Michigan (an environmentally sensitive expansion featuring a scattering garden, native plantings, and dune stabilization).

Together, these projects demonstrate our ability to translate community values and operational goals into practical, sustainable, and enduring cemetery landscapes. Through our collaboration, the City of Fernley will gain a clear and achievable framework to guide the cemetery's future, ensuring it remains a place of dignity, connection, and pride for generations to come.

EXPERIENCE

We have assembled a team of professionals with complementary skill sets to successfully execute the Fernley Desert Memorial Garden Cemetery Master Plan. Each firm brings specialized expertise that together provides a comprehensive understanding of cemetery planning, design, and operations. Our team has the capacity and commitment to make this project a top priority in 2026, ensuring dedicated attention from start to finish.

Sloane Consulting Group and Civisworks have worked extensively throughout the mountain west, with a strong understanding of the regulatory framework, environmental conditions, and operational dynamics unique to the region's cemeteries. As the proposer, Sloane Consulting Group will serve as the primary liaison between the City and the project team, overseeing coordination, setting project strategy and schedules, and ensuring the overall quality and consistency of deliverables.

Our project team brings national expertise in the management and operations of historic and municipal cemeteries similar in nature to the Fernley Desert Memorial Garden Cemetery. We have significant experience collaborating with community organizations, municipal agencies, and diverse stakeholder groups to ensure meaningful engagement and lasting results.

Our firms have partnered on many successful projects, including the 69-acre Hillcrest Cemetery Master Plan for the City of Temple, Texas, and the Guaje Pines Cemetery Master Plan for the County of Los Alamos, New Mexico, which is currently in its final stages. Additionally, our team developed the 96-acre Red Rock Memorial Park Master Plan in Las Vegas, Nevada—a de novo cemetery concept designed for the desert landscape. On the East Coast and in the Midwest, completed work includes Green Hill Cemetery in Waynesville, North Carolina, Greenmount Cemetery in Wendell, North Carolina, and Lake Forest Cemetery in Grand Haven, Michigan, projects focused on preservation, expansion, and environmentally sensitive design. These projects demonstrate our ability to translate client goals and community values into clear, actionable, and sustainable cemetery master plans.

SLOANE CONSULTING GROUP

Founded in 1981, Sloane Consulting Group has worked in 41 states with over 500 clients, specializing in every aspect of cemetery management, planning, and development. The firm's deep expertise in cemetery operations is supported by its current role directly managing ten historic, non-profit cemeteries in three states.

Sloane Consulting Group assists clients in addressing the evolving challenges of cemetery management, challenges that have intensified as the industry undergoes significant transition. The firm regularly collaborates with municipal leaders, community members, and stakeholder groups to ensure that cemeteries remain vital and responsive community resources.

Headquartered in Georgia, with additional resources in Florida and California, Sloane Consulting Group has extensive experience working with municipalities across the western United States. For the Fernley project, the project lead will be based in Northern California, providing convenient access and ongoing communication with the City.

Sloane works extensively with municipal organizations to prepare master plans, business plans, and strategic plans. The firm is currently engaged with a historic metropolitan cemetery to develop innovative cremation inurnment solutions that expand capacity while respecting historic context. Sloane has also seen increased demand for green burial alternatives and has partnered with land conservation groups and existing cemeteries to design green burial sections and explore future disposition trends, including natural organic reduction (human composting).

For a full list of our clients please see our credentials document in Appendix A.

WC FRY DESIGN, LLC

Founded by Wendy Fry, PLA, WC Fry Design provides targeted land planning, landscape architecture, and design services with a particular emphasis on cemetery and memorial landscapes. Wendy brings over thirty-five years of award-winning experience, having worked with Fortune 500 companies, national healthcare organizations, small municipalities, college campuses, and cemeteries across the country.

Cemetery planning and design have been at the core of the firm's practice since the mid-1980s. WC Fry Design recognizes that cemeteries today must serve as more than places of burial; they must be dynamic community landscapes that balance reflection, heritage, and relevance. The firm's experience spans projects of every scale, from site analysis to master planning, design detailing, and construction coordination.

Throughout its history, WC Fry Design has evolved with the changing needs of the cemetery industry, offering clients innovative, community-responsive solutions. The firm's work emphasizes flexibility, creativity, and adaptability, addressing trends such as the growing demand for cremation options, including cremation gardens, glass- or granite-front niches, and in-ground interment alternatives.

WC Fry Design also assists cemeteries in enhancing their community role by integrating historic interpretation, landscape preservation, and arboretum accreditation. The firm has helped several cemeteries become recognized as accredited arboreta, celebrating heritage trees and natural features that enrich the visitor experience. Central to its philosophy is the belief that cemeteries must provide choice

and diversity, offering meaningful options in burial type, monument design, and landscape setting to meet the needs of every family.

CIVISWORKS

Civisworks brings a multidisciplinary team of professional, technical, and administrative staff dedicated to delivering efficient and high-quality results. The firm's bench depth allows it to address complex cemetery projects that involve site analysis, demographic evaluation, and operational planning. Team members include landscape architects, civil, structural, electrical, and geotechnical engineers, and business development specialists, ensuring all aspects of a project are handled by qualified professionals.

Greg Graham, the principal of Civisworks, has a strong record of completing projects on schedule and within scope. Notably, the firm developed the master plan and full construction documents for a new ten-acre City of Las Vegas Park in an expedited four-month period, including review meetings and approvals and developed the master plan and planning submittal package to obtain entitlements for the 96-acre Red Rock Memorial Park Cemetery in Clark County Nevada

With over twenty eight years of experience in cemetery planning and design, Civisworks has successfully executed numerous cemetery projects throughout the Southwest, including Nevada, Utah, Idaho, Arizona, and Texas. Based in Riverton, Utah, the firm operates from a single office yet provides responsive, client-focused service nationwide. The team routinely conducts on-site meetings, performs field assessments, and engages with stakeholders to understand local issues and priorities. Meeting notes and progress documentation are systematically shared with the client and project partners to ensure transparent communication throughout each project phase.

PROJECT TEAM

Stephanie Sloane of Sloane Consulting Group will serve as the lead consultant and primary point of contact for the City of Fernley, ensuring that communication remains clear, timely, and coordinated throughout the project. Stephanie Sloane will oversee all project activities, manage schedules, and maintain alignment between the City, project partners, and stakeholders.

Design leadership will be shared by Greg Graham (Civisworks) and Wendy Fry (WC Fry Design), who will work collaboratively to integrate functional, aesthetic, and community-focused design solutions. Greg will lead technical site analysis and planning elements, drawing on his extensive experience with desert and historic in-fill opportunities in cemeteries, while Wendy will bring her decades of cemetery experience to the design framework and concept development, ensuring that each recommendation reflects Fernley's character and long-term vision.

Regular coordination meetings and milestone reviews will be conducted to maintain progress and accountability. Sloane Consulting Group will facilitate these sessions, ensuring that design, operational, and financial perspectives are seamlessly integrated, and that the resulting master plan reflects both the City's goals and community priorities.

Project Lead:

Stephanie Sloane | Principal, Sloane Consulting Group

Stephanie Sloane brings over two decades of hands-on experience in the planning, management, and revitalization of cemeteries nationwide. She combines strategic insight with operational expertise to help organizations modernize, remain financially sustainable, and strengthen their role as valued community resources.

A member of the founding leadership team for a national non-profit cemetery management services organization, Stephanie has led large-scale operational improvement initiatives for both public and private cemetery systems. She is passionate about using data analytics and process optimization to help cemetery organizations understand their customers, increase efficiency, and plan for long-term stability.

Her experience spans strategic planning, capital budgeting, development management, and organizational restructuring. Stephanie has directed multi-million-dollar capital projects, including the rehabilitation of the historic front entrance and plaza at Graceland Cemetery in Chicago, Illinois, and the creation of new mausoleum and columbarium inventory at cemeteries across the country. She recently served as the Project Lead for the Hillcrest Cemetery Master Plan in Temple, Texas and the Guaje Pines Master Plan in Los Alamos, New Mexico. In addition, she has managed feasibility studies and planning efforts for numerous historic and municipal cemeteries.

Stephanie holds a Certificate in Lean Six Sigma from Villanova University and an MBA from Santa Clara University, where she also earned dual undergraduate degrees in Philosophy and Economics. She applies this blend of analytical and human-centered thinking to every project—balancing strategic rigor with respect for the cultural and emotional dimensions of cemetery landscapes.

Project Team:

Wendy Fry, PLA, ASLA, CLARB, LEED AP | Principal, WC Fry Design, LLC

Wendy Fry is a professional landscape architect and the founder of WC Fry Design, a firm specializing in land planning, landscape architecture, and design services for cemeteries, parks, and community spaces. With more than 35 years of experience, Wendy has worked with a wide range of clients, including Fortune 500 companies, healthcare institutions, municipalities, and cemeteries across the country.

Cemetery planning and design have been central to Wendy's practice since the mid-1980s. She brings extensive experience in cemetery master planning, site design, and memorial landscape development, with a focus on creating meaningful and enduring places that serve both families and the broader community. Wendy's approach emphasizes sensitivity to history, landscape character, and local identity, qualities that align closely with the City of Fernley's vision for the Desert Memorial Garden Cemetery.

Wendy will share design leadership with Greg Graham, collaborating closely on the development of the site design, conceptual layouts, and landscape recommendations. Her design work will focus on integrating the cemetery's cultural and aesthetic values with its functional needs, ensuring that the master plan reflects the community's history, environment, and aspirations.

Greg Graham, Nevada Landscape Architect #556 | President, CivisWorks Group

Greg has 28 years of diversified experience working on cemetery, park, and trail projects across Utah, Nevada, Arizona, New York, Washington, and Texas. An experienced landscape architect and project

manager, Greg provides expertise in site analysis, master planning, conceptual and construction drawings, cost estimation, and construction management.

Greg brings a wealth of knowledge in desert-set cemetery environments and historic in-fill site planning, giving him a strong understanding of both environmental challenges and the sensitive integration of new development within existing landscapes. He has applied these skills on numerous projects across the Southwest and intermountain west, combining technical precision with a deep understanding of regional climate, soil, and plant conditions.

Greg will share design responsibility with Wendy Fry, ensuring that community input, stakeholder priorities, and best practices are translated into a cohesive and sustainable master plan. He will work closely with the team to develop the conceptual design components for the Fernley Desert Memorial Garden Cemetery.

William Sloane | Principal, Sloane Consulting Group

William F. Sloane joined the firm in 2012 after working with the global consulting firm SAIC. He holds an undergraduate degree in Environmental Studies and History from Emory University in Atlanta.

Will specializes in the operation of historic cemeteries, managing administrative and operations teams at multiple sites. His work focuses on sustainable, incremental growth that allows cemeteries to remain responsive to their communities while maintaining fiscal health. He brings expertise in automation, finance, budgeting, and capital project oversight.

Will has helped cemeteries build partnerships with local museums, historical societies, botanical gardens, arboretums, and educational organizations, broadening community engagement and relevance. His knowledge of cemetery operations and community partnerships will inform the master plan's recommendations for management and programming.

Lawrence Sloane | Senior Advisor, Sloane Consulting Group

Lawrence Sloane, the firm's founder and President, is a fourth-generation cemeterian with extensive experience as a hands-on cemetery manager, public sector leader, and consultant.

A graduate of Syracuse University, Larry served as administrator and sales manager for Oakwood Cemeteries in Syracuse, New York, overseeing multiple properties, including historic and religious cemeteries. He also served as Director of Operations for two New York State Senate committees, managing legislative operations for seven sessions.

Since founding Sloane Consulting Group in 1981, Larry has served as a management, marketing, and public affairs consultant for cemeteries across the country. He is a past president of the New York State Association of Cemeteries and has been an active participant in the International Cemetery, Cremation and Funeral Association (ICCFA), where he has spoken at numerous state and national conferences.

Larry will contribute his decades of experience in cemetery management and innovative strategic planning to refine and review the master plan for Fernley Desert Memorial Garden Cemetery.

SCOPE OF SERVICES

PROJECT UNDERSTANDING AND PROPOSED METHODOLOGY

Below is our project work plan based on the RFP and our team's experience with similar cemetery master planning projects. While we anticipate many elements will follow the process outlined below, we recognize that each project is unique. We will work closely with the City of Fernley to ensure that its specific needs, priorities, and community values are fully understood and reflected in the final plan.

The City of Fernley seeks to develop a comprehensive Master Plan for the Fernley Desert Memorial Garden Cemetery to guide preservation, future development, and ongoing maintenance of this important community resource. The cemetery's desert setting, bifurcation by Mission Way, and proximity to Interstate 80 and the Northern Nevada Veterans Memorial Cemetery introduce distinctive design opportunities. These characteristics allow for a master plan that strengthens connectivity, enhances visibility, and embraces sustainable, regionally responsive landscape design.

Our team understands that the master plan must balance operational efficiency, environmental sensitivity, and community expectations while preparing for long-term sustainability. To achieve these goals, our process will include five key steps:

1. Site and Operations Assessment – Evaluate physical conditions, infrastructure, accessibility, and maintenance practices, supported by mapping, site documentation, and operational review.
2. Marketplace Analysis – Assess demographic trends, service demand, and disposition preferences to project capacity needs and identify emerging opportunities.
3. Community Engagement – Collaborate with City staff, stakeholders, and residents to identify values, priorities, and the cemetery's desired role within the community.
4. Concept Development – Develop and refine design alternatives that address layout, circulation, interment options, landscape character, and long-term functionality.
5. Master Plan Presentation – Deliver a comprehensive, phased plan including cost estimates, operational recommendations, and graphic materials suitable for City review and adoption.

This structured and collaborative methodology will result in a practical, actionable, and visionary roadmap for the Fernley Desert Memorial Garden Cemetery—one that celebrates its desert context, supports community connection, and aligns with the City's mission to provide quality, efficient, and sustainable municipal services. All master plan deliverables will be presented in clear, visually rich formats suitable for public display, City Council presentation, and long-term reference by City staff.

SITE AND OPERATIONS ASSESSMENT

Our team will conduct an on-site working session (charrette) with City staff and stakeholders to confirm goals, review existing conditions, and collaboratively identify initial opportunities and design directions. Following the visit, we will complete a comprehensive assessment of site conditions, infrastructure, accessibility, and operations, supported by field documentation and mapping. This review will include roads and circulation, utilities, visual quality and views, fencing, signage, landscape character, and structures.

The Fernley Desert Memorial Garden Cemetery's high-desert setting, divided layout along Mission Way, proximity to the Northern Nevada Veterans Memorial Cemetery, and visibility from Interstate 80 introduce

both design complexity and opportunity. These factors will be analyzed to identify strategies to strengthen visual connections, improve access, and establish a cohesive identity within the memorial corridor.

Operational review will include burial and cremation inventory, maintenance practices, and equipment or facility needs. In coordination with the City of Fernley Public Works Department, we will evaluate irrigation efficiency, stormwater management, and sustainability practices to identify opportunities for water conservation and the use of desert-adapted, low-maintenance landscapes.

In addition to assessing current practices, our team will examine long-term operational sustainability to ensure the cemetery's perpetual function as an ideally self-supporting community resource. This includes evaluating how maintenance, staffing, and financial structures align with projected growth and future development. Recommendations will focus on optimizing operations to extend the cemetery's usable life, improve cost efficiency, and ensure that future design investments can be maintained responsibly over time.

Following the site visit, we will prepare a Site Opportunity Assessment summarizing findings and identifying necessary improvements. Each item will be categorized as Urgent (public safety), Necessary, or Desirable to assist in prioritizing capital improvements and identifying areas for further study.

Initial recommendations will address:

Operating Recommendations
- Pricing and fee structure
- Staffing and organizational structure
- Policy and ordinance updates
- Review of in-sourced and out-sourced functions
- Records automation and preservation practices

Inventory Recommendations
- Product offerings
- Full-body burial
- Cremation inurnment and scattering
- Green burial and alternative options
- Cenotaph and memorial offerings

Development Recommendations
- Vehicular and pedestrian circulation
- Signage, wayfinding, and comfort features
- Maintenance facility requirements
- Safety and accessibility
- Irrigation systems
- Additional amenities (shade structures, pathways, and trails)
- Sustainability (desert-adapted plantings and efficient irrigation)

Deliverable:
- Site Assessment
- Initial Operations Recommendations

MARKETPLACE ANALYSIS

Our marketplace analysis will establish a data-driven foundation for the Master Plan, grounding it in a clear understanding of Fernley's demographic trends, service demand, and consumer preferences. This phase will

evaluate community growth projections, mortality and disposition patterns, and emerging preferences such as cremation, green burial, and other alternative interment options.

We will assess Fernley's position within the regional cemetery and funeral services market, analyzing the role of neighboring providers in Lyon County and surrounding communities. This regional context will help identify gaps, competitive advantages, and emerging opportunities for the Fernley Desert Memorial Garden Cemetery to expand its offerings, remain financially sustainable, and continue serving as a relevant and valued community resource.

To ensure that our findings reflect local realities, we will supplement quantitative data with qualitative insights gathered through community surveys and discussions with local funeral providers, religious leaders, and residents. This engagement will capture community sentiment and expectations around pricing, service levels, and burial preferences.

A comprehensive review of the Cemetery's business and management processes will also be conducted, including recordkeeping, fee structures, and maintenance practices. As part of this effort, we will perform a fee study comparing Fernley's current rates with regional benchmarks to ensure equity, competitiveness, and long-term cost recovery.

The results of this analysis will provide a robust foundation for decision-making, including projections of future capacity and service demand, recommendations for pricing and policy adjustments, and identification of strategic opportunities for operational improvement, diversification, and market growth.

Deliverable:

- Market Analysis
- Fee and Cost Benchmarking Study

COMMUNITY ENGAGEMENT

Cemeteries are community landmarks and hold deep emotional and cultural importance. Our team will implement a multi-faceted engagement strategy to ensure the Fernley Desert Memorial Garden Cemetery Master Plan reflects the values, expectations, and traditions of the Fernley community.

Engagement will begin with collaboration with City staff to confirm goals and priorities, followed by outreach to community stakeholders. This will include a general online survey, public listening sessions, and small/individual group discussions with local funeral directors, religious leaders, veterans' organizations, and residents as identified in conjunction with City Leadership.

The engagement process will be transparent and inclusive, ensuring that a wide range of perspectives informs the master plan. Feedback will directly shape design priorities, programming options, and the overall vision for the cemetery's future.

We expect to hold two public listening sessions in addition to the online community survey and stakeholder interviews.

Deliverable:

- Stakeholder and Community Engagement Summary

CONCEPT DEVELOPMENT

Following completion of the site assessment, operational review, and market analysis, the design team will develop conceptual alternatives for the Fernley Desert Memorial Garden Cemetery. Each concept will integrate findings from the previous phases and consider layout, circulation, interment options, and landscape character within the context of Fernley's high-desert environment.

Concepts will explore opportunities for casketed burial plots, cremation gardens, scattering areas, and reflection spaces, as well as desert-adapted planting strategies that enhance the site's beauty while potentially reducing water consumption and maintenance needs. Connectivity between the cemetery's divided parcels along Mission Way and its relationship to the Northern Nevada Veterans Memorial Cemetery will be key design considerations. Additionally, the concepts will incorporate recommendations for the following:

- Additions, improvements, or replacements of existing facilities and grounds, organized as a phased plan.
- New development opportunities to maximize site capacity while preserving its aesthetic and environmental quality.
- Facility development and projected capital improvement costs, including short, intermediate, and long-term priorities.
- Sustainable and desert-adapted design strategies, improving water use efficiency, stormwater management, and maintenance practices.

Concepts will also include potential community-enhancing features such as trails, reflection spaces, public art, and landscape improvements that connect visually and thematically with the Northern Nevada Veterans Memorial Cemetery.

Deliverable:

- Conceptual Illustrations and Plan Graphics

MASTER PLAN PRESENTATION

The final phase will synthesize the findings, analyses, and design concepts into a comprehensive and actionable Master Plan document. The plan will include both narrative and illustrative components, supported by detailed cost estimates, phased capital budgets, and operational recommendations that align with the City's goals and resources.

The Master Plan will serve as a clear roadmap for near-term, intermediate, and long-term priorities, providing the City with an implementable framework for the preservation, enhancement, and expansion of the Fernley Desert Memorial Garden Cemetery. Emphasis will be placed on developing a plan that is financially realistic within the City's operational structure, yet flexible enough to adapt to future trends in burial, memorialization, and community use.

In addition to guiding physical development, the Master Plan will provide operational and financial strategies that help ensure the Cemetery's perpetual sustainability. Recommendations will align capital investment with staffing, maintenance, and revenue capacity, giving the City a realistic framework for ongoing stewardship as Fernley continues to grow.

Our team will provide prioritized recommendations for capital projects, identifying the timing and sequencing of improvements such as roadway and circulation upgrades, landscape and tree installation and replacement

programs, irrigation and stormwater infrastructure, and new burial or cremation inventory development. Each recommendation will be accompanied by estimated costs and categorized by implementation horizon, short-term, intermediate, or long-term, to support budget planning and phased investment.

If any proposed improvements are subject to regulatory review or permitting, the Master Plan will include a discussion of the required pathways and responsible agencies.

A key component of this phase will be the identification of funding mechanisms and opportunities to support the implementation of capital improvements. The plan will outline potential State, Federal, and private funding sources, as well as strategies for long-term financial sustainability and maintenance. This will ensure that the City has a clear, actionable framework not only for design and development but also for financing and stewardship of the Cemetery well into the future.

Our team will present the draft and final plans to the City of Fernley and its advisory bodies, incorporating feedback throughout the review process. The resulting plan will provide the City with a practical and visionary framework that balances operational needs, sustainability, and the community's enduring connection to the Fernley Desert Memorial Garden Cemetery.

Deliverable:

- Draft and Final Master Plan Document (digital and bound formats)
- Phased Capital Improvement Plan and Cost Estimates
- Presentation Materials for City Council and Public Display

EXPECTED TIMELINE AND MILESTONES

We anticipate completing the Fernley Desert Memorial Garden Cemetery Master Plan within six to eight months from project kick-off, depending on the agreed upon review and comment periods. The project schedule will begin with a kick-off meeting to review the scope, confirm objectives, and finalize milestones in coordination with City of Fernley staff. This initial coordination will ensure shared expectations, clear communication channels, and alignment between the City and the project team.

Following kick-off, our project lead will work closely with the City's designated representative to identify the appropriate project working group. Regular coordination will occur through monthly meetings, conducted either in person or virtually, to review progress, discuss technical findings, and plan next steps. Meeting format and cadence will be finalized at the project's outset to ensure efficiency and accessibility for all participants.

Key design review milestones, including the presentation of preliminary concepts and the draft and final master plan, will be held in person or as otherwise directed by the City. These sessions will provide opportunities for focused discussion, feedback, and refinement of recommendations.

Proposed Engagement Structure:

- Month 1: Project Kick-Off and Site and Operations Assessment
- Month 2: Marketplace Analysis and Community Engagement Launch (online survey)
- Months 3–4: Concept Development, Public Information Sessions, and Interim Review
- Month 5: Stakeholder Review and Refinement
- Months 6–8: Master Plan Finalization and Presentation

Deliverable by Phase:

Phase	Deliverable	Target Delivery
Site and Operations Assessment	Site Assessment and Initial Operations Recommendations	End of Month 1
Marketplace Analysis	Market Analysis and Fee and Cost Benchmarking Study	End of Month 2
Community Engagement	Stakeholder and Community Engagement Summary	Month 3 (survey)
Concept Development	Conceptual Illustrations and Plan Graphics	Month 3-4
Master Plan Presentation	Draft and Final Master Plan Document (digital and bound formats); Phased Capital Improvement Plan and Cost Estimates; Presentation Materials for City Council and Public Display	Month 6-8

Throughout the process, the team will maintain consistent communication with City staff, providing concise progress updates, draft deliverables, and meeting summaries to ensure transparency and accountability at each project stage.

FEE STRUCTURE

Sloane Consulting Group proposes to provide the master planning services detailed in this proposal for a fixed fee of $120,000. This fee includes all labor, travel, and ordinary business expenses required to complete the work as outlined in the Scope of Services.

The proposed fee will be billed in four equal installments tied to project milestones as follows:
• 25% upon completion of the first site visit and project initiation
• 25% upon completion of the Site and Operations Assessment
• 25% upon completion of the Concept Development phase
• 25% upon acceptance of the Final Master Plan

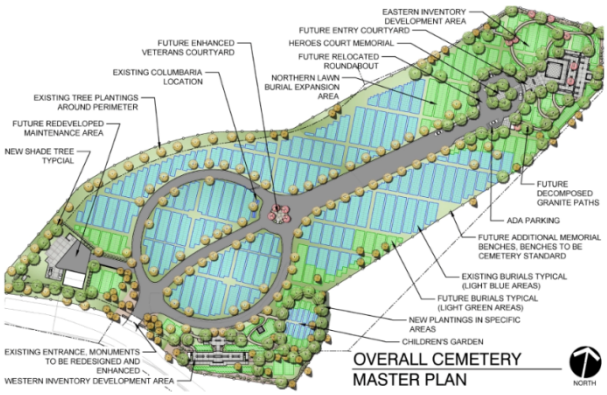
This includes all work described above including the administration of an online community survey to gather input from residents and stakeholders, regular monthly checkpoints with the project working group to ensure ongoing coordination, and two on-site visits for assessment and engagement purposes. In addition, the scope includes two in-person public meetings and up to two additional virtual public meetings, as needed, to review findings and design concepts. Our team will also provide in-person presentations to the City Council and other relevant advisory bodies to support final review and adoption of the Master Plan.

We prefer to work with a fixed-fee structure, as it provides predictability and transparency for the City while encouraging our team to perform efficiently and maintain the highest quality standards. This approach reduces administrative overhead and allows us to focus on delivering an exceptional final product that meets the City's objectives.

REFERENCES

GUAJE PINES, LOS ALAMOS, NM

Wendy Parker
Parks Superintendent
Community Services – Parks
Los Alamos County, New Mexico
505-663-1771
wendy.parker@lacnm.us



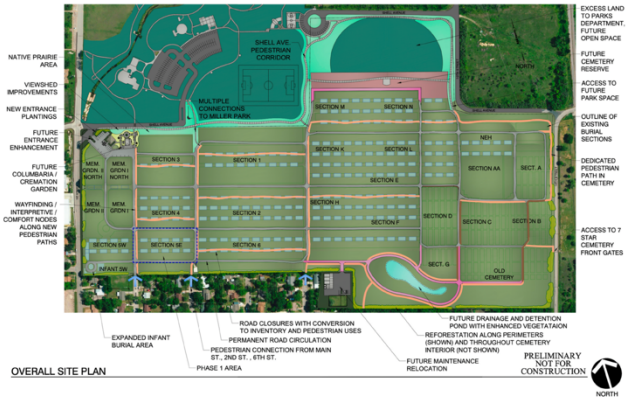
Sloane Consulting Group, in partnership with CivisWorks, prepared the Guaje Pines Cemetery Master Plan for Los Alamos County. The plan, pending approval by the Los Alamos County Council in October 2025 (following recommendation by the Parks & Recreation Board in September), establishes a roadmap for both cemetery development and day-to-day operational improvements.

In addition to site planning and phased development recommendations, the plan addresses critical operating elements such as policies and procedures, financial sustainability, fee structure, and customer service protocols. These operational strategies are designed to ensure the cemetery remains responsive to community needs while maintaining efficiency and transparency. Together with recommendations for circulation, accessibility, and future capacity, the plan provides Los Alamos County with a comprehensive framework to guide both near-term operations and long-term growth.

Stephanie Sloane served as the project lead with Greg Graham as the primary designer.

HILLCREST CEMETERY, CITY OF TEMPLE, TX

Kevin Beavers
Director
Parks and Recreation Department
City of Temple, Texas
254-298-5414
kbeavers@templetx.gov

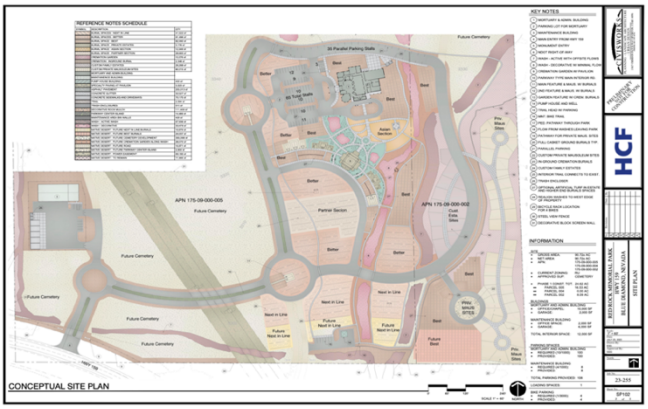


corridor. In addition, to exploring pedestrian and vehicular circulation, the plan leverages the history, monumental art, and unique natural habitats within the cemetery for public consumption. While exploring these uses, it was also imperative to ensure that there is sufficient burial and cremation inventory for generations to come. This inventory also needs to support changing disposition preferences, particularly the increased prevalence of cremation as well future demands such as green burial alternatives.

Stephanie Sloane served as the project lead with Greg Graham as the primary designer.

RED ROCK MEMORIAL PARK, LAS VEGAS, NV

Steven Fink
Project Manager
Red Rock Memorial Park
Las Vegas, Nevada
702-241-5864
recsappeal@gmail.com



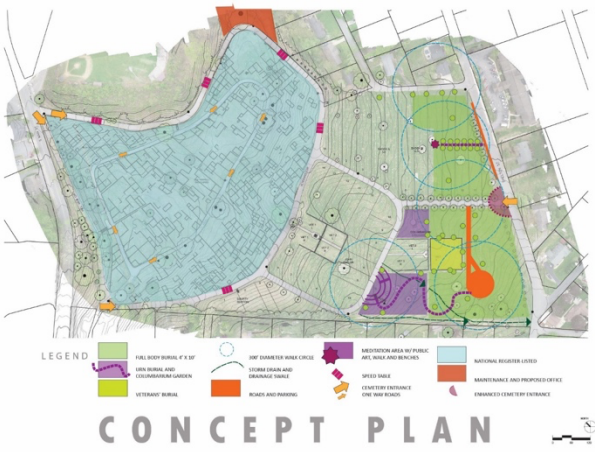
RED ROCKS MEMORIAL SCHEMATIC DESIGN

Sloane Consulting Group and Civisworks partnered in the development of initial programming as well as a master plan for a new ninety-six-acre cemetery, servicing the Las Vegas community. Red Rock Memorial Park is a unique site, as there is limited available water precluding the use of turf grasses. The concept represents a novel approach to cemeteries in the Western United States that are water constrained and the need to use desert adapted plantings to creating an engaging and unique landscape. The team developed the technical site analysis, conceptual layouts, and site plan and secured entitlements for the property from Clark County Nevada.

Greg Graham was the project lead with Stephanie Sloane serving as lead operations consultant.

GREEN HILL CEMETERY, WAYNESVILLE, NC

Julie Grasty
Asset Services Director
Town of Waynesville, North Carolina
129 Legion Drive; PO Box 100
Waynesville, NC 28786
828-456-3706 x3



WC Fry Design, in collaboration with Sloane Consulting Group, WithersRavenel, and Richard Grubb & Associates, developed a Comprehensive Land Use, Conservation, and Strategic Master Plan for Green Hill Cemetery. The plan provides guidance for preservation, conservation, and future development of this 26-acre historic cemetery, established in 1826 and listed on the National Register of Historic Places. Key elements

include barrier-free access, an urn garden, a columbarium, a meditation court, expanded veterans' sections, erosion control, and historic monument preservation.

Wendy Fry served as project lead, lead designed. Larry Sloane served as the lead operations consultant.

GREENMOUNT CEMETERY, WENDELL, NC

Bryan Coates
Planning Director
Town of Wendell, North Carolina
409 Landing View Drive
Wendell, NC 27591
919-365-4448



FRAMEWORK PLAN

WC Fry Design, together with LF Sloane Consulting Group, WithersRavenel, and Richard Grubb & Associates, prepared a Land Use and Strategic Master Plan for Greenmount Cemetery. The plan was developed collaboratively with town departments and the Wendell Historical Society to address operations, drainage, circulation, landscaping, conservation, and long-term maintenance. The resulting document provides a user-friendly framework that honors the cemetery's heritage while ensuring its sustainable future.

Wendy Fry served as project lead, lead designed. Larry Sloane served as the lead operations consultant.

APPENDICIES

SAMPLES OF PAST WORK

The following sample work products are available at the following link:

https://drive.google.com/drive/folders/1Ak4GYXWmXCYZdNiLGdi4NB5--W8wlGzP?usp=sharing

We would ask that all sample work products be kept confidential.

- Hillcrest Cemetery:
  - Master Plan
  - Executive Summary Presentation (City Council)
- Guaje Pines:
  - Master Plan
  - Executive Summary Presentation (County Council)
- Red Rocks Memorial Park:
  - Conceptual Site Plan
  - Pre-Design Workbook
  - Programming Recommendations
- Greenmount Cemetery
  - Master Plan
- Green Hill Cemetery
  - Master Plan

DISCLOSURES AND STATEMENTS

Statement on Conflict of Interest: Sloane Consulting Group and its subconsultants (Civisworks and WC Fry Design, LLC) affirms that it has no known conflicts of interest with the City of Fernley or any affiliated entities. The firm is not involved in any current litigation that would impair its ability to perform the services described in this proposal.

Indemnification: Sloane Consulting Group and its subconsultants (Civisworks and WC Fry Design, LLC) acknowledges that it will meet all contract terms regarding indemnification and hold harmless provisions as required by the City of Fernley.

Insurance and Licensing Statement: Sloane Consulting Group and its subconsultants (Civisworks and WC Fry Design, LLC) maintain all required professional licensing and insurance coverage necessary to perform the services described herein. Certificates of insurance and professional licenses will be provided upon request prior to contract execution.

CONTACT INFORMATION

Firm Name	Sloane Consulting Group
Contact	Stephanie Sloane
Address	516 Clifton Road Northeast, Atlanta, GA, 30307, USA
Telephone Number	(925) 285-0110
Email Address	Stephanie@LFSloane.com

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Barry Williams, Public Works Director**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:X	No:	General Fund

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible action to approve a contract with TSK for preparation of the City of Fernley Facilities Master Plan for an amount not to exceed $876,036.

AGENDA ITEM BRIEF:

The City of Fernley Public Works Department solicited proposals from qualified consultants to prepare a master plan, known as the City of Fernley Facilities Master Plan. The objective of this plan is to develop working documents for planning, programming, and financing improvements to the community's public facilities that will meet the needs of a 20-year planning horizon. Tate Snyder Kimsey Architects, Ltd. (TSK) was the consultant chosen, and the contract requires City Council approval.

RECOMMENDED MOTION:

"I move to approve a contract with TSK for preparation of the City of Fernley Facilities Master Plan for an amount not to exceed $876,036."

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:

City Council could choose to deny approval of the contract and provide staff with further direction.

BACKGROUND:

On January 17, 2025, City Council provided direction on which initiatives will best serve the City to pursue during FY 2025/2026 in accordance with the 2021-2026 Strategic Plan. A City of Fernley Facilities Master Plan would fulfill several goals listed as strategic priorities, which include managing sustainable growth and maintaining public infrastructure, increasing opportunities for civic engagement and community building, and ensuring municipal services meet the needs and expectations of the community.

In September 2025, the City sought proposals from qualified consultants to prepare a planning document and policy guide, known as the City of Fernley Facilities Master Plan. Two (2) proposals were received. Tate Snyder Kimsey Architects, Ltd. (TSK) will serve as the main consultant, leading overall project management, programming, and architectural facility assessment and planning. In addition, Kimley-Horn (KH) will assist TSK with all non-architectural services.

The scope of work in TSK's proposal outlines a comprehensive evaluation and long-range planning effort covering all major City-owned facilities, including City Hall, the Chamber of Commerce, the Community Response & Resource Center, the historic Fernley Lassen Train Depot, the Cottonwood Shop & Fleet Yard, and other Public Works and Utility buildings. TSK Architects will assess existing facility conditions, space adequacy, and operational efficiency, identify deficiencies, and project future needs based on population and staffing growth over 5-, 10-, and 20-year horizons. The work includes developing conceptual improvement options, cost estimates, and phased implementation strategies, along with an evaluation of potential funding sources. TSK will coordinate closely with City staff through a Technical Review Committee, provide progress reports, and deliver two (2) presentations to Fernley City Council. The final deliverable will be a complete Facilities Master Plan that prioritizes improvements, defines project costs, and establishes a roadmap for long-term facility investments.

The City Council has allocated money in the 2025-2026 budget to facilitate the preparation of this master plan. It is anticipated that the City of Fernley Facilities Master Plan will be completed and adopted by December 2026.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332

FINANCIAL IMPLICATIONS:

This purchase will be made using the General Fund portion of the FY 25-26 Budget.

ATTACHMENTS:

1. TSK CONTRACT
2. TSK City of Fernley Facilities Master Plan Proposal

CONTRACT

A Contract For Design 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 _____, a _____, whose address is _____ ("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:**
                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.
                b. Fee Schedule
                c. Schedule of Services. Tasks and subtasks shall be completed in accordance with the schedule in Attachment A. Any change(s) to the schedule must be approved in writing by the City's Project Manager.
                d. Project Team. Contractor will perform the work using the project team identified in Attachment A. Any changes to the project team must be approved in writing by the City's Project Manager.

_____Contractor's Initial _____CoF Representative

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

c. **Notice to Proceed.** Contractor shall not commence work until the Contract is fully executed by City and Contractor and a Notice to Proceed (NTP) has been issued to the Contractor by the City.

d. **Optional Services.** If applicable, the City shall have the right to exercise its option(s) for all or any part of the OPTIONAL tasks or subtasks identified in Attachment A Fee Schedule, (and further described in Attachment A Scope of Services). The Contractor shall not commence work on any OPTIONAL task prior to issuance of a NTP for the OPTIONAL task by the City.

3. REQUIRED APPROVALCOMPENSATION AND TERMS OF PAYMENT:

a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment A and incorporated herein by this reference.

b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.

c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work and Fee Schedule).

d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year

e. **Not to Exceed.** The maximum amount payable to Contractor to complete each task is equal to the not-to-exceed amounts identified in Attachment A. Contractor may submit a written request to the City's Project Manager to reallocate not-to-exceed amounts between Tasks. The request to reallocate must be accompanied by a revised fee schedule with associated revised not-to-exceed amounts and must be approved in writing by the City's Project Manager prior to performance of the work. Contractor shall not be compensated in excess of the Total not-to-exceed Contract amount:

Subtotal Professional Services	$876,036
Subtotal OPTIONAL Professional Services: (N/A)	N/A
Total NTE Amount (Including OPTIONAL Services)	$876,036

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

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

If to Contractor:
Tate Snyder Kimsey Architects, Ltd. (TSK)
Attn: Bill Denis, Assoc. AIA, LEED
314 S. Water Street
Henderson, NV 89015

4. INSPECTION & AUDIT:

a. **Books and Records**. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. **Inspection & Audit**. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise),

including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

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

5. TERMINATION OR SUSPENSION:

a. **Suspension**. The City may suspend, without cause, the performance by Contract 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:

   i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;

   ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

   iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.

e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct**. This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.

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

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and

iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.

v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).

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

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

8. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachment. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

9. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or

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

10. **INDEMNIFICATION:** The City does not require the Contractor to defend, indemnify or hold harmless the public body or the employees, officers or agents of that public body from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the public body.

    a. The City does require the Contractor to indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor in the performance of the contract.

    b. The City does not require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor. If the Contractor is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body, as reimbursement for the attorney's fees and costs incurred by the public body in defending the action, by the Contractor in an amount which is proportionate to the liability of the Contractor.

    c. The City does require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are not based upon or arising out of the professional services of the Contractor.

11. **INDEPENDENT CONTRACTOR:** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details

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

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

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 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

i. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and

2. Contractor is otherwise in compliance with those terms, conditions and provisions.

COF CTR

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

i. Retroactive date: Prior to commencement of the performance of this Contract

ii. Discovery period: Three (3) years after the termination date of this Contract.

c. **General Requirements**.

i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.

ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.

iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.

iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by the City.

v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.

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

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

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

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.

iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.

iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit

the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

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

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

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

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

17. **PROPRIETARY INFORMATION:** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.

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

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

    a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

    b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

    c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment

because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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

21. **CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017):** By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

22. **PROPER AUTHORITY:** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

23. **GOVERNING LAW; VENUE:** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.

24. **INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth

herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.

25. **COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

26. **ADVICE OF COUNSEL:** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

27. **MODIFICATION; NO WAIVER:** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.

28. **INTERPRETATION OF AGREEMENT:** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.

29. **COOPERATION OF PARTIES:** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that

are necessary and appropriate to give full force and effect to the terms and intent of this Contract.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF FERNLEY

_____
Mayor, City of Fernley Date

_____
City Manager, City of Fernley Date

_____
City Clerk, City of Fernley Date

Approved as to form:

_____
City Attorney, City of Fernley Date

Originating Department:

_____
Department Head Date

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REQUEST FOR PROPOSALS CITY OF FERNLEY FACILITIES MASTER PLAN

City of Fernley Public Works Department

October 31, 2025

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WE ARE *ALL* IN FOR ALL WHO SERVE OUR COMMUNITIES.

We believe that public service matters. Through a commitment to community, we can improve quality of life and design spaces where people thrive for generations.

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Barry Williams
Public Works Director
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

October 31, 2025

Subject: Proposal for the City of Fernley Facilities Master Plan

Dear Mr. Williams,

Tate Snyder Kimsey Architects, Ltd. (TSK) is pleased to submit this proposal to support the City of Fernley in the development of its Facilities Master Plan. Fernley is experiencing significant growth and increasing pressure on City services, and this master plan represents a critical step toward ensuring facilities remain capable, resilient, and responsive to community needs over the next 20 years.

As the Prime Consultant, TSK will lead this important effort and is proud to partner with Kimley-Horn for engineering, infrastructure, and sustainability services. Together, our team combines deep familiarity with Fernley facilities and operations with sophisticated technical planning capabilities. TSK has delivered multiple civic projects for the City, including the Fernley Community Response & Resource Center, while Kimley-Horn has helped shape Fernley's future through long-range planning efforts such as the Transportation Master Plan and the North and Southwest Area Plans. This shared history positions our team to deliver immediate value with minimal ramp-up.

Our approach is collaborative, data-driven, and implementation-focused. We will deploy our full multidisciplinary team on-site for a concentrated Field Assessment Week to evaluate every included City facility consistently and efficiently. Facility condition, operational performance, energy usage, and space utilization will be assessed using both quantitative data and staff insights. Through structured workshops, we will work closely with key City stakeholders to prioritize solutions that improve service delivery, protect budgets, and reflect community goals.

Sustainability and stewardship are central to our methodology. Kimley-Horn will use DOE-approved energy modeling and renewable infrastructure analysis to identify efficient and resilient options, including solar generation, EV charging, and energy storage. The resulting plan will provide Fernley with a clear, fundable, and phased roadmap that aligns capital improvements with projected growth and operational needs.

TSK values the trust the City of Fernley has placed in us over the years, and we welcome the opportunity to continue our partnership. Thank you for considering our team for this important effort. We look forward to discussing how we can support the City in shaping a facilities strategy that enables exceptional service to the Fernley community—today and well into the future

.

Bill Denis, Assoc. AIA, LEED Green Assoc.
Principal-in-Charge
bill.denis@tska.com
213.614.0900

Jason Andoscia, AIA, NCARB
Managing Principal
jason.andoscia@tska.com
725.525.8910

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SECTION

01

EXECUTIVE SUMMARY



City of Fernley, Community Response Center (TSK Project)

EXECUTIVE SUMMARY

The executive summary should address the highlights of the proposal, along with any special expertise and strengths of the firm or consultant team needed to successfully accomplish the objectives of the RFP and shall be limited to no more than two pages.



City of Fernly Community Resources Center Public Engagement

TSK will serve as the Prime Consultant, leading overall project management, programming, and architectural facility assessment and planning. With a longstanding relationship with the City of Fernley, TSK has worked directly on multiple civic projects, including the Fernley Community Response & Resource Center and other key facilities that form part of this study. Our team is deeply familiar with the City's operations, facilities, and project expectations, allowing us to begin this effort with a strong foundation of knowledge and trust.

Kimley-Horn (KH) will lead all non-architectural services, bringing unmatched expertise in infrastructure, utilities, and land use planning. KH's relationship with the City spans several successful projects, including the Transportation Master Plan (2019), North Area Plan, Southwest Area Plan, and Capital Improvement Plan (CIP) Study. This experience gives KH direct insight into Fernley's growth dynamics, staffing needs, and infrastructure priorities, ensuring the Facilities Master Plan builds upon existing City data, rather than starting from scratch.

Together, TSK and Kimley-Horn offer the City of Fernley a team that combines architectural depth, technical planning precision, and a proven record of collaboration with City staff.

UNDERSTANDING THE CITY'S VISION

The City of Fernley is poised for continued growth, with its population expected to nearly double over the next two decades. As Fernley expands, so too does the need for public facilities that can effectively support City services, employees, and residents. The City's Facilities Master Plan represents an opportunity to create a forward-looking roadmap, one that evaluates existing conditions, identifies future needs, and prioritizes capital improvements in a way that is both visionary and achievable.

TSK and Kimley-Horn are proud to present a team uniquely aligned with the City's goals. Together, we bring continuity, local knowledge, and a deep understanding of Fernley's evolving needs. Our team has worked directly with the City on key planning and facility initiatives, and we are committed to delivering a Facilities Master Plan that is data-driven, implementable, and designed to serve Fernley for decades to come.

WHY OUR TEAM

Our team knows the City of Fernley.
TSK has worked directly with the City of Fernley on the planning and design of City facilities, and Kimley Horn has deep planning knowledge of your community as a result of having prepared multiple Citywide studies.

We bring continuity to this process.
Our familiarity with City staff, processes, and facilities minimizes learning curves and maintains institutional memory, lessening the impact of potential City staffing changes.

We understand your growth and staffing needs.
Kimley-Horn's market and area plan insights allow us to align future facility planning with projected population, staffing, and service expansion.

We deliver realistic and fundable solutions.
Both firms have guided public agencies through capital planning, phasing, and funding identification. Our recommendations will be grounded in financial reality and structured to help the City phase improvements responsibly over time.

City of Fernly, Community Resources Center Master Plan (TSK Project)



OUR APPROACH

TSK and Kimley-Horn believe in the importance of a project approach that emphasizes a clear, actionable, and collaborative effort for each project phase. For the facilities master plan, the project approach we described later in this proposal is based on key tenets.

Establish a clear and frequent means of communication. One of our first actions is to identify how we will communicate with each other and how final decisions will be made.

Planning the plan. At our first meeting, we will work together to refine the project schedule, milestones, meeting dates, stakeholders, and how often to engage with using groups. This shared effort is crucial to developing a workplace that meets your needs and our abilities.

Develop Data Based Recommendations. We are diligent in our efforts to gather relevant data and share our findings with project stakeholders. We rely on data to make informed and relevant recommendations that reflect actual needs and resources.

Communicate findings and recommendations to stakeholders and the community. We prepare final reports and documents to be easily understood and implemented. We work with the client during the preparation of the final report to ensure that it reflects their needs and goals.

TSK and Kimley-Horn are committed to the City of Fernley's future. We believe in the vision that Fernley has established for its future and look forward to the opportunity to share in making that vision happen. We believe that our experience with the City and the Community gives us valuable insight into the City's needs and prepares us for the work outlined in this proposal.

SECTION

02

TEAM EXPERIENCE



City of Fernley, Southwest Area Plan (KH Project)

TEAM EXPERIENCE SUMMARY

Our dedicated staff members assigned to this project not only bring the expertise in facilities master planning but also have the availability to ensure the successful completion of all assigned tasks. Our team is committed to the required weekly site visits/progress meetings and more as needed.

TSK

BILL DENIS, ASSOC.AIA, LEED GREEN ASSOC. | PRINCIPAL IN CHARGE



Bill leads facilities master planning for cities and public agencies, translating assessment data into clear, phased capital strategies. He directed the City of Henderson's Parks and Recreation Facilities Assessment and Future Plan and helped shape planning for multiple Los Angeles USD high schools, aligning educational and community priorities with budgets and schedules. His municipal portfolio spans libraries, community centers, and public safety facilities, demonstrating a consistent ability to turn long-range goals into implementable projects.

RELEVANT EXPERIENCE

- City of Henderson, Parks and Recreation Facilities Assessment and Future Plan
- Los Angeles USD, Facilities Master Plan for 3 High Schools (Canoga Park HS, Kennedy HS, Malibu HS)
- United States Bureau of Reclamation, Hoover Dam Visitor Center Renovations

KEVIN KEMNER, ASSOC. AIA | PROGRAMMING LEAD



Kevin brings over 20 years of experience in architectural programming and facility planning for public sector clients across Nevada and the western United States. His work includes city and county facility master plans, public safety campuses, and community centers where operational efficiency, staff input, and phased implementation are critical. His background ensures the Facilities Master Plan will be both visionary, achievable, and grounded in a clear understanding of Fernley's operational realities.

RELEVANT EXPERIENCE

- City of Fernley, Fernley Community Center Conceptual Design
- Washoe County, Washoe County Archery Masterplan
- Reno-Sparks Convention and Visitors Authority, Reno Sparks Convention Center Masterplan and Renovation

KEVIN GALLINO | CONSTRUCTION ADMINISTRATION LEAD



Kevin brings 30+ years of experience delivering facility assessments, renovations, and new civic projects. His portfolio includes community and public safety facilities for the City of Fernley, City of Reno, City of Sparks, and the Truckee Meadows Fire Protection District, as well as justice and community facilities for Douglas County and Sierra County, and transportation support facilities for the Nevada Department of Transportation.

RELEVANT EXPERIENCE

- City of Fernley, Fernley Community Center Conceptual Design
- City of Reno, Public Safety Center Remodel
- City of Sparks, Fire Station #6

KIMLEY-HORN

MATT MYRES, PE | MECHANICAL LEAD



Matt has served as the project mechanical engineer on multiple facilities master plans, collaborating with municipal officials and city staff to assess and plan HVAC, electrical, and telecommunications systems. Additionally, Matt has been the lead mechanical consultant on many facility Feasibility Studies and Condition assessments used for planning purposes. These projects include projects such as the City of Sparks Fire Station #1, Pitkin County Facilities Electrification Study, and Water Reclamation Facility Lab HVAC Assessment.

RELEVANT EXPERIENCE

- City of Goodyear, Recreation Campus Master Plan & Final Design (Lead Mechanical Engineer)
- City of Sparks, Fire Station #1 HVAC Feasibility Study (Project Manager)
- UNR, Construct a Mechanical Yard for Lombardi Recreation Center and Upgrade HVAC Equipment Phase 2 (Mechanical Engineer)

JOE BRADSHAW, PE | ELECTRICAL LEAD



Joe has provided electrical master planning for large-scale municipal and industrial campuses, including a high-level power loading study and distribution coordination for a 4,000+ acre industrial site in Fernley, NV. He led campus-wide resiliency and clean energy upgrade studies for San Jose International Airport, addressing EV charging, solar, and renewable energy needs. Joe has also contributed to facilities upgrades and planning for UNR, City of Sparks, RTC Washoe, and numerous industrial sites in the Tahoe Reno Industrial Center area.

RELEVANT EXPERIENCE

- UNR, Construct a Mechanical Yard for Lombardi Recreation Center and Upgrade HVAC Equipment Phase 2 (Electrical Engineer)
- Washoe County School District, Lenz and Dilworth Elementary School (Electrical Engineer)
- Carson City Public Works, Generator Install and Landfill Tower Upgrades (Electrical Engineer)

CHRISTINE HERRICK, PE | STRUCTURAL LEAD



Christine has provided structural and MEP design services for several projects in Reno, Nevada. She led the design for a mechanical yard and HVAC upgrades at the University of Nevada, Reno's Lombardi Recreation Center, delivering phased improvements for safer, more efficient operations. Christine also supported the VA Hospital in Reno with chiller, boiler, and outside air upgrades, and contributed to piping upgrades for Washoe County School District's Double Diamond Elementary School.

RELEVANT EXPERIENCE

- Town of Garner, Indoor Recreation Center (Structural Engineer)
- Summit County Transit, Fleet Facility Headquarters Design (Structural Engineer)
- West Wendover, Fire Station (Structural Engineer)

KIMLEY-HORN

DAVID GIACOMIN, PE, PTOE, RSP$_1$ | TRAFFIC LEAD



David has extensive experience supporting public and private clients in Nevada, including the City of Fernley, with transportation and mobility master planning. He has led transportation planning efforts for rural counties and completed numerous traffic studies for developments in Fernley and Lyon County, contributing to comprehensive master plans and facility upgrades.

RELEVANT EXPERIENCE

- City of Fernley, Transportation Master Plan (Project Engineer)
- RTC Washoe, DA Self-Evaluation and Transition Plan, (Project Engineer)
- RTC Washoe, Complete Streets Master Plan (Project Analyst)

JESSICA ROSSI, AICP | MARKET DATA LEAD



Jessica brings deep expertise in facilities master planning, guiding multidisciplinary teams through complex visioning, land use, and economic development assignments for public and private clients. Her approach integrates market analysis, stakeholder engagement, and strategic planning to deliver actionable master plans that balance growth, operational needs, and community priorities. Jessica's leadership has resulted in innovative, market-grounded solutions for comprehensive plans, redevelopment strategies, and major infrastructure projects across diverse regions.

RELEVANT EXPERIENCE

- City of Charlotte, Sugar Creek Road Corridors of Opportunity Playbook, Charlotte, NC (Project Manager)
- City of Greenville, Realizing Laurens Road Transit-Oriented Development Study, Greenville, SC (Lead Economist)
- City of Fort Worth, East Lancaster TOD Planning Study, Fort Worth, TX (Lead Economist)

BLAKE YOUNG, AICP | PLANNING ADVISOR



Blake brings experience in urban planning and master planning, including leading the South Fernley and Southwest Fernley Area Plans. Blake specializes in crafting actionable, community-driven master plans that balance growth, mobility, and land use, with a focus on sustainable development and reinvestment opportunities.

RELEVANT EXPERIENCE

- City of Fernley, North Fernley Area Plan (Project Manager)
- City of Fernley, Southwest Area Fernley Plan (Project Manager)
- City of Heath, TX, Heath Towne Center Overlay (Project Planner)

DEVIN MOORE, PHD, PE, PTOE, RSP$_{2BI}$ | TRANSPORTATION ADVISOR



Devin served as project manager for the City of Fernley's first Transportation Master Plan, leading a comprehensive review of existing conditions and identifying gaps in multimodal infrastructure. Devin's approach integrated public outreach, data-driven analysis, and complete streets principles to deliver prioritized recommendations and long-term strategies that enhance connectivity, safety, and operational efficiency for Fernley's transportation network.

RELEVANT EXPERIENCE

- City of Fernley, Transportation Master Plan (Project Manager)
- City of Fernley, Access Manangement Plan (Project Manager)
- RTC Washoe, Complete Streets Master Plan (Project Engineer)



BILL DENIS, ASSOC. AIA, LEED GREEN ASSOC
PRINCIPAL IN CHARGE

Bill brings 20 years of experience in architectural planning, construction logistics, and project delivery to TSK's Los Angeles office. His passion for public architecture comes from its ability to provide vital services that enhance the community. Bill ensures every project aligns with client goals and reflects a deep understanding of community needs.

As Principal-in-Charge, Bill provides project leadership and oversight, guides stakeholder management, and is responsible for maintaining project budget and schedule. With a strong background in architecture and construction management, Bill's expertise in coordinating with contractors, advising on design feasibility, and optimizing constructability informs his role as Principal-in-Charge.

FIRM
TSK

YEARS OF EXPERIENCE
20

EDUCATION
Bachelor of Arts, History, San Diego State University

Associate of Science, Building Construction and Technology, San Diego Mesa College

PROFESSIONAL REGISTRATIONS
LEED Green Associate, US Green Building Council

PROFESSIONAL AFFILIATIONS
Associate AIA, American Institute of Architects

PROJECT EXPERIENCE

City of Henderson
Henderson, NV
- Parks and Recreation Facilities Assessment and Future Plan

Los Angeles USD
Los Angeles, CA
- Facilities Master Plan for 3 High Schools (Canoga Park HS, Kennedy HS, Malibu HS)*

United States Bureau of Reclamation
Boulder City, NV
- Hoover Dam Visitor Center Renovations

Port of Los Angeles High School
San Pedro, CA
- Facility Expansion

City of Sierra Madre
Sierra Madre, CA
- Library Redesign and Addition

City of Menifee
Menifee, CA
- New Community Center
- Fire Station #68
- New Heritage Lake Fire Station

Antelope Valley CCD
Lancaster, CA
- Cedar Hall and Joshua Hall*

Los Angeles County Office of Education
Los Angeles, CA
- Los Angeles County High School for the Arts Amphitheater*

Palomar CCD
San Marcos, CA
- Industrial Technology Building*

Los Angeles USD
Los Angeles, CA
- SOCES Comprehensive Modernization*
- San Pedro Elementary School Renovations*
- Nimitz Middle School Renovations*

Canoga Park, CA
- Canoga Park High School 2-Story Science Building*

**Denotes work completed at previous firm*



KEVIN KEMNER, ASSOC. AIA
PROGRAMMING LEAD

As Programming Lead, Kevin will direct the City's facility needs analysis to ensure programming and space planning align with operational goals, staffing projections, and community needs. He will work with City departments to evaluate facilities, document space use, and identify functional gaps, translating findings into concise, data-driven space programs and improvement recommendations. In collaboration with Kimley-Horn, Kevin will align programming outcomes with Fernley's growth and fiscal priorities, ensuring the Facilities Master Plan is practical, cohesive, and implementation-focused.

FIRM
TSK

YEARS OF EXPERIENCE
30

EDUCATION
Master of Architecture,
Ohio State University

Bachelor of Architecture,
Ohio State University

PROFESSIONAL REGISTRATIONS
Crime Prevention Through Environmental Design (CPTED) Certified

PROFESSIONAL AFFILIATIONS
Associate AIA, American Institute of Architects

Coalition for Adequate School Housing

Council of Educational Facility Planners International

America's Schoolhouse Council

PROJECT EXPERIENCE

City of Fernley
Fernley, NV
- Fernley Community Center Conceptual Design

Douglas County
Gardnerville, NV
- Public Works Facilities Assessment and Master Plan

State of Nevada
Carson City, NV
- State of Nevada Capitol Complex Master Plan
- Nevada State Library Knowledge and Information Center Planning Study

Reno-Sparks Convention and Visitors Authority
Reno, NV
- Reno Sparks Convention Center Masterplan and Renovation

Washoe County
Reno, NV
- Washoe County Archery Masterplan
- Truckee Meadows Fire Protection District Prototype Fire Station Programming

Department of Motor Vehicles
Las Vegas, NV
- Sahara Service Center Masterplan and Replacement
- Statewide assessment of all DMV Service Centers and Development of DMV Operations Prototype Plan

Incline Village General Improvement District
Incline Village, NV
- Burnt Cedar Pool Remodel

Valley Electric Association
Pahrump, NV
- Pahrump Community Center Renovation

Clark County
Las Vegas, NV
- McCarran International Airport D Gates Terminal Expansion

Las Vegas Valley Water District
Las Vegas, NV
- Springs Preserve Visitor Center New Exhibition Spaces

City of Reno
Reno, NV
- Fire Station Headquarters Central Station Design



KEVIN GALLINO
CONSTRUCTION ADMINISTRATION LEAD

Kevin brings over 30 years of professional experience in the design and construction industry. Kevin will lead our physical site assessment for each City of Fernley property. His experience in the construction industry will inform our recommendations for facility improvements and proposed additions or enhancements.

As the Construction Administration Lead in the Reno office, Kevin will lead the physical site assessments for each City of Fernley facility, evaluating building conditions, maintenance needs, and opportunities for improvement.

FIRM
TSK

YEARS OF EXPERIENCE
30

EDUCATION
Bachelor of Science
in Project Management

ITT Technical Institute

PROJECT EXPERIENCE

City of Fernley
Fernley, NV
- Community Response and Resource Center Conceptual Design

City of Sparks
Sparks, NV)
- Fire Station #6

City of Reno
Reno, NV
- Public Safety Center Remodel*

Truckee Meadows Fire Protection District
Reno, NV
- Fire Station #37

Reno Housing Authority
Reno, NV
- Silverada Manor Apartments Redevelopment*

Nevada Energy
Yerington, NV
- New Yerington Operations Center

Nevada Department of Transportation
Carson City, NV
- New Sander Rack
- Multiple Locations

Douglas County
Gardnerville, NV
- New Justice Center

Sierra County
Downieville, CA
- Downieville Community Center Remodel*

Tintle, Inc.
Nevada City, CA
- The Shaw Building New Construction*

Dr. Lisa Moon and Dr. Jerry Chan
Nevada County, CA
- Wachovia Financial Services New Office*

**Denotes work completed at previous firm*



MATT MYRES, PE
MECHANICAL LEAD

Matt has 29 years of experience in mechanical, plumbing, and energy consulting services for federal, healthcare, commercial, and privately funded projects. He specializes in HVAC and plumbing system design, sustainable design, and renewable energy implementation, providing services from concept through design and development, to permitting and construction. His background includes industrial ventilation, source capture exhaust, and specialty ventilation systems, as well as domestic plumbing systems such as backflow prevention, domestic water, waste, vent, and natural or LPG gas systems. His extensive experience and commitment to best practices make him a valuable contributor to facilities master plans for municipal clients, with a focus on operational efficiency and long-term sustainability.

FIRM
Kimley-Horn

YEARS OF EXPERIENCE
29

EDUCATION
Bachelor of Science in Engineering, University of Nevada, Reno

PROFESSIONAL REGISTRATIONS
Professional Engineer in Nevada (#016816)

AZ, CA, CO, MD, NY, OR, UT, and NY

PROJECT EXPERIENCE

Reno-Tahoe Airport Authority (RTAA)
Reno, NV
- MEP Master Planning Services
- Elevator Modernization American Chiller Service

City of Henderson
Henderson, NV
- South Valley Ranch Sewer Lift Station By-Pass
- Water Reclamation Facility Lab HVAC System Replacement Feasibility Study

Nevada Department of Transportation (NDOT)
Tonopah, NV
- Tonopah Maintenance Facility Boiler Replacement

City of West Wendover
Wendover, NV
- Fire Station

University of Nevada
Reno, NV
- Lombardi Mechanical Yard
- CMM and SEM Building Ventilation Upgrade

City of Sparks
Sparks, NV
- Fire Station #1 Complete HVAC System Feasibility Study
- Police Station Dispatch Remodel
- City Hall Facility HVAC Various Remodels
- Sparks Fire Station Central Boiler Plant Upgrade
- Alf Sorensen Gym Air Handler Replacement
- Alf Sorensen Central Boiler Plant Upgrade

Reno VA Medical Center
Reno, NV
- VA Hospital Central Chiller and Boiler Plant Upgrades

Clark County
Las Vegas, NV
- Camp Lee Generator

City of Buckeye
Buckeye, AZ
- Skyline Regional Park Phase II Feasibility Study



JOE BRADSHAW, PE
ELECTRICAL LEAD

Joe has 20 years of electrical engineering experience in Nevada, designing infrastructure for municipal projects including lighting, EV charging stations, power and communication systems, security, solar, and battery storage. He is skilled in project management and construction administration, ensuring efficient, compliant, and sustainable MEP systems for public facilities.

FIRM
Kimley-Horn

YEARS OF EXPERIENCE
20

EDUCATION
Bachelor of Science in Electrical Engineering, University of Nevada, Reno

PROFESSIONAL REGISTRATIONS
Professional Engineer in Nevada (#023686)

AZ, CA, CO, HI, ID, IL, MA. MI, MT, OR, RI, SC, TX, UT, WA

PROJECT EXPERIENCE

Victory Logistics District
Fernley, NV
- Phase I and II – Electrical and Telecommunications Master Plan Utility Support Services

Regional Transportation Commission (RTC) Washoe
Reno, NV
- Sutro Ride Electrical Service and Generator Upgrade Hydrogen Fueling Area
- Peppermill Bus Rapid Transit (BRT) Station

National Private Client
Sparks, NV
- Medium Voltage Utility Distribution Design – Tahoe Reno Industrial Center (TRIC)

University of Nevada, Las Vegas
Las Vegas, NV
- Shadow Lane Campus Parking Lot Lighting Upgrades Phase I and II
- Music Building Security and Lighting Upgrades

San Jose International Airport
San Jose, CA
- Campus Wide Existing Power and Sustainability Study

Henderson Executive Airport
Henderson, NV
- High Mast Lighting Upgrades

Monterey Salinas Transit
Monterey, CA
- Hydrogen Fueling and Maintenance Bay Retrofit and Microgrid Feasibility



CHRISTINE HERRICK, PE
STRUCTURAL LEAD

Christine is a structural engineer with 12 years of experience designing reinforced and post-tensioned concrete and steel structures for multi-disciplinary projects. She has served clients in transit, aviation, pharmaceutical, laboratory, commercial office, and public and private development, bringing strong coordination skills to complex municipal master planning efforts.

FIRM
Kimley-Horn

YEARS OF EXPERIENCE
12

EDUCATION
Master of Science in Civil Engineering, Virginia Polytechnic Institute and State University

Bachelor of Science in Civil Engineering, North Carolina State University

PROFESSIONAL REGISTRATIONS
Professional Engineer in Nevada in NV (#027613), CO, NC, and UT

Structural Engineer (SE) in UT and WA

PROFESSIONAL AFFILIATIONS
ASCE

Urban Land Institute

PROJECT EXPERIENCE

NDOT
Tonopah, NV
- Tonopah Maintenance Facility Boiler Replacement
- Site Design at Eight Maintenance Stations for Sprung Membrane Structure

Reno-Tahoe Airport Authority
Reno, NV
- Reno-Stead Airport Aircraft Parking Apron and Taxiway Alpha Reconstruction

University of Nevada
Reno, NV
- Lombardi Mechanical Yard

Northern Nevada Housing Authority
Reno, NV
- El Centro Apartments

American Chiller Services
Sparks, NV
- Tahoe Vacation Resorts Phase 2 Boiler Replacement

CJS Plumbing
Reno, NV
- Calla de Luna Plumbing Design

City of Sparks
Sparks, NV
- Alf Sorensen Preschool/Lobby HVAC Upgrade
- Alf Sorensen Gym Air Handler Replacement
- Alf Sorensen Central Boiler Plant Upgrade
- Sparks Fire Station Central Boiler Plant Upgrade

Pitkin County
Aspen, CO
- Aspen/Pitkin County Airport Capital Improvement Project (ASE)

City of San Jose
San Jose, CA
- Norman Y. Mineta San Jose International Airport New Taxiway V Design (Phases 1A, 2, and 3)

MSKP Town and Country Utilities
Babcock Ranch, FL
- Babcock Ranch 8.0-MGD Reverse Osmosis Water Treatment Plant Expansion



DAVID GIACOMIN, PE, PTOE, RSP$_1$
TRAFFIC LEAD

David is a transportation engineer with 11 years of experience supporting public and private clients in Nevada, including the City of Fernley. He specializes in Road Safety Audits, Local Road Safety Plans, traffic impact studies, and strategic highway safety planning. David has led transportation planning for rural counties and completed traffic studies for developments in Fernley and Lyon County, making him a valuable contributor to municipal master plans.

FIRM
Kimley-Horn

YEARS EXPERIENCE
11

EDUCATION
Master of Science in Traffic Engineering, Texas A&M University, College Station

Bachelor of Science in Civil Engineering, University of Minnesota

PROFESSIONAL REGISTRATIONS
Professional Engineer in Nevada (#024367)

PTOE (#4609)

Road Safety Professional 1 (RSP$_1$) (#270)

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers (ASCE)

Federal Highway Administration (FHWA)

Road Safety Audit (RSA) Training

PROJECT EXPERIENCE

City of Fernley
Fernley, NV
Fernley Transportation Master Plan

RTC Washoe
Reno/Sparks, NV
Complete Streets Master Plan

University of Nevada, Reno
Area Transportation Study

ADA Self-Evaluation and Transition Plan

NDOT
Statewide, NV
Statewide Tribal Road Inventory Project

Nevada SHSP

County of Glenn
Glenn County, CA
Local Road Safety Plan

Mono County
Mono County, CA
Systemic Safety Analysis Report

California Department of Transportation (Caltrans)
Statewide, CA
Strategic Highway Safety Plan (SHSP)

City of Odessa
Odessa, TX
Impact Fee Study

Iowa County Engineers Association
Statewide, IA
Safety Action Plans



JESSICA ROSSI, AICP
MARKET DATA LEAD

With more than 21 years of planning, real estate, and public engagement experience, Jessica brings a comprehensive perspective to all projects. She works on a wide variety of planning and economic development assignments for local governments and regional agencies. Additionally, developer and investor clients rely on Jessica's insight to determine demand for commercial and residential projects and to choose specific concepts to maximize economic development, marketability, and value. Her experience working with public- and private-sector interests is useful in creating innovative solutions to complex issues.

FIRM
Kimley-Horn

YEARS EXPERIENCE
21

EDUCATION
Master of Arts in Community and Regional Planning, University of Rhode Island

Bachelor of Arts in Environmental Studies and Political Science, Alfred University

PROFESSIONAL REGISTRATIONS
American Institute of Certified Planners (AICP) (#164330)

PROFESSIONAL AFFILIATIONS
American Planning Association (APA)

PROJECT EXPERIENCE

RTC Washoe
Reno, NV
Maintenance Needs Study

DeKalb County
Decatur, GA
Unified 2050 Plan

City of Greer
Greer, SC
Community Master Plan

City of Monroe
Monroe, NC
Forward Monroe Land Use and Transportation Plan

Charlotte Douglas International Airport
Charlotte, NC
Strategic Master Plan

City of Mount Holly
Mount Holly, NC
2030 Comprehensive Land Use Plan

Wabash River Greenway Corridor
Multiple Counties, IN
Master Plan

City of Oakland Park
Oakland Park, FL
Comprehensive Plan Rewrite

Capital Region Transportation Planning Agency
Tallahassee, FL
Connections 2040 Regional Mobility Plan

Venice
Venice, FL
Comprehensive Plan Update



BLAKE YOUNG, AICP
PLANNING ADVISOR

Blake is an urban planner and designer with 9 years of experience in long-range planning, corridor studies, downtown master plans, and land use strategies for municipalities. His work includes comprehensive and subarea plans, mobility studies, and development guidelines that support sustainable, market-feasible growth. Blake connects public initiatives with reinvestment opportunities and leverages private-sector experience to help cities incentivize growth while staying aligned with community goals. His direct engagement with Fernley residents and deep knowledge of the City's development code and planning history position him to effectively lead municipal master plan updates.

FIRM
Kimley-Horn

YEARS OF EXPERIENCE
9

EDUCATION
Bachelor of Science in Urban Planning,

University of Cincinnati

PROFESSIONAL REGISTRATIONS
AICP (#33686)

PROFESSIONAL AFFILIATIONS
APA, Member

PROJECT EXPERIENCE

City of Fernley
Fernley, NV
- North Area Plan
- Southwest Area Plan

City of Northglenn
Northglenn, CO
- Section 36 Subarea Plan
- 104th Subarea Plan

Adams County
Adams County, CO
- Air and Space Port Subarea Plan

Town of Kiowa
Kiowa, CO
- Comprehensive Plan

City of Cripple Creek
Cripple Creek, CO
- Comprehensive Plan
- Economic Development /Tourism Plan

City of Sachse
Sachse, TX
- PlanSachse Comprehensive Plan*

City of Tucson
Tucson, AZ
- Grant Road Corridor Plan

Colorado Air and Space Port
Adams County, CO
- Subarea Plan

City of Georgetown
Georgetown, KY
- Master Plan

City of Parker
Parker, CO
- Perry Lane Master Plan and Entitlements

**Denotes work completed at previous firm*



DEVIN MOORE, PHD, PE, PTOE, RSP_{2BI}
TRANSPORTATION ADVISOR

Devin has 16 years of experience in transportation safety, planning, and engineering for municipal projects. He is skilled in GIS, microsimulation, and Highway Capacity Manual methods, and has led Local Road and Safety Action Plans. Devin's background includes collision data analysis, stakeholder engagement, and developing low-cost safety countermeasures. He has managed traffic impact, transit, pedestrian, and mobility studies, and is formally trained in Road Safety Audits (RSAs) and the Interactive Highway Safety Design Model (IHSDM). His leadership on the Fernley TMP and Access Management Policy gives him a comprehensive perspective for supporting municipal master plans.

FIRM
Kimley-Horn

YEARS EXPERIENCE
16

EDUCATION
PHD in Civil and Environmental Engineering, University of Nevada, Reno

Master of Science in Civil Engineering, Texas A&M University

Bachelor of Science in Civil Engineering, Brigham Young University

PROFESSIONAL REGISTRATIONS
Professional Engineer in Nevada (#022921)

PTOE (#3820)

Road Safety Professional RSP (#25), RSP_{2I} (#66), RSP_{2B} (#5)

PROFESSIONAL AFFILIATIONS
Institute of Transportation Engineers (ITE)

PROJECT EXPERIENCE

City of Fernley
Fernley, NV
- Transportation Master Plan
- Traffic Impact Participation Fee Study
- Access Management Policy
- Red Rock Traffic Analysis and Cost Estimate
- Miller Lane Traffic Analysis
- North Area Plan and Design Guidelines
- Southwest Area Plan

Iowa County Engineers Association
Statewide, IA
- Safety Action Plans

NDOT
Statewide, NV
- Statewide Tribal Road Inventory Project
- Nevada SHSP

RTC Washoe
Reno/Sparks, NV
- UNR Area Transportation Study
- Complete Streets Master Plan
- ADA Self-Evaluation and Transition Plan

Nevada Statewide
- Hundreds of traffic impact studies and parking analyses for private developments

SECTION

03

PROJECT EXPERIENCE



State of Nevada, Capitol Complex Master Plan (KH Project)





FIRM
Kimley-Horn

TYPE OF JURISDICTION
City

COST
North Area Plan:
$169,762

Southwest Area Plan:
$139,952

COMPLETION
North Area Plan:
March 2025 (DRAFT)

Southwest Area Plan:
March 2025 (DRAFT)

KEY STAFF
Blake Young,
Project Manager

Devin Moore,
Transportation Lead

REFERENCE
City of Fernley
Michele Rambo
Planning Director
775.784.9815
mrambo@cityoffernley.org

CITY OF FERNLEY, NORTH AND SOUTHWEST AREA PLANS

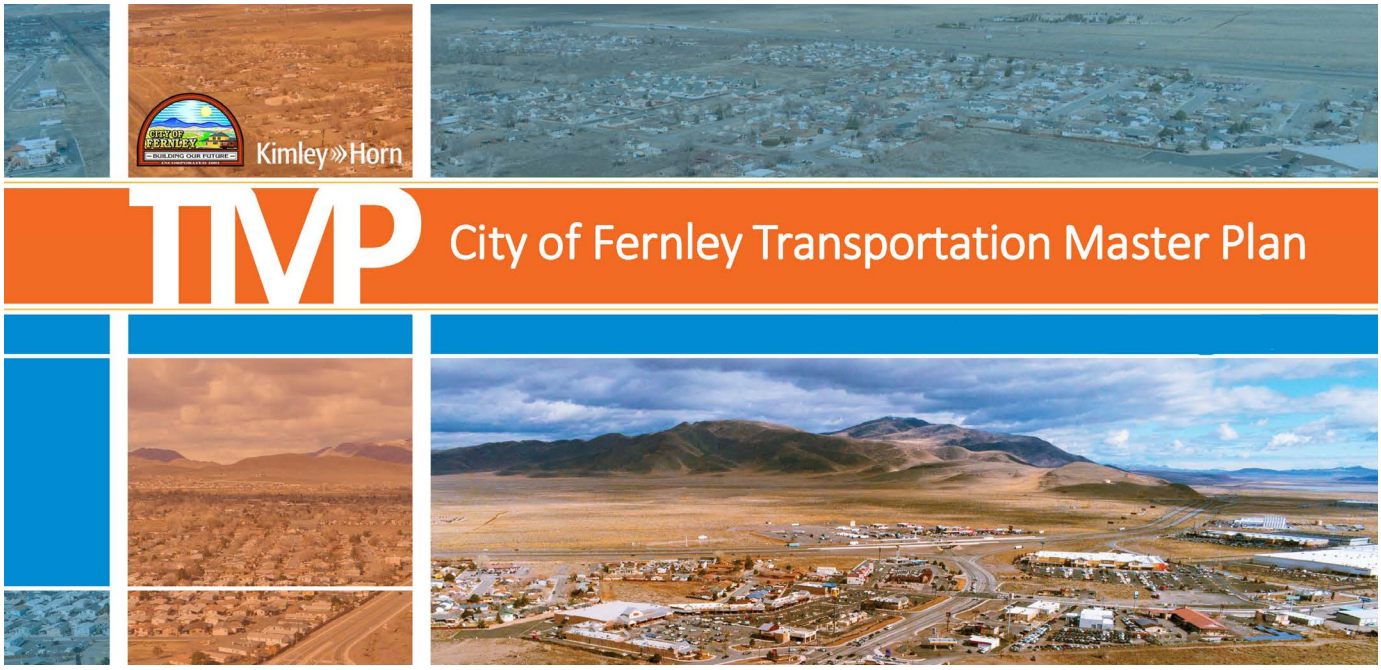
Comprehensive framework for future development focused on transportation, land use, infrastructure, flooding, community services, and implementation.

CHALLENGE

Fernley is experiencing rapid growth and needs a unified vision for land use, infrastructure, and public services. The challenge was to create plans that guide policy, zoning, and regulatory decisions, while reflecting community input and preparing for future needs.

SOLUTION

Kimley-Horn developed the North and Southwest Area Plans through close collaboration with city staff, officials, developers, and the public. The plans provide design guidelines, policy recommendations, and implementation strategies to ensure consistency and support Fernley's long-term growth. These plans now serve as the foundation for future facility and infrastructure improvements in Fernley.



FIRM
Kimley-Horn

TYPE OF JURISDICTION
City

COST
$149,929

COMPLETION
August 2020

KEY STAFF
David Giacomin,
Transportation and Mobility Lead

Blake Young
Project Manager

REFERENCE
City of Fernley
Jessica Dover
Senior Project Manager
775.784.9815
jdover@cityoffernley.org

CITY OF FERNLEY, TRANSPORTATION MASTER PLAN (TMP)

Comprehensive review and recommendations for Fernley's multimodal transportation network, including roadways, parking, transit, bicycle, and pedestrian facilities.

CHALLENGE

Fernley needed a plan to address current and future transportation needs, improve connectivity, and support safe, efficient movement for residents and businesses. The challenge was to analyze existing conditions, forecast future trends, and identify gaps in the transportation network.

SOLUTION

Kimley-Horn prepared the TMP by conducting a citywide traffic model, stakeholder outreach, and gap analysis. The plan includes recommendations for infrastructure enhancements, funding strategies, and policy updates. It supports facility planning and ensures transportation systems are integrated with Fernley's broader growth and development goals.



FIRM
TSK

TYPE OF JURISDICTION
City

COST
$35,000,000 (est.)

COMPLETION
2026 (est.)

KEY STAFF
Kevin Kemner,
Programming Lead

REFERENCE
City of Fernley
Lydia Altick
Deputy City Manager
775.784.9869
laltick@cityoffernley.org

CITY OF FERNLEY, COMMUNITY RESOURCE CENTER MASTER PLAN

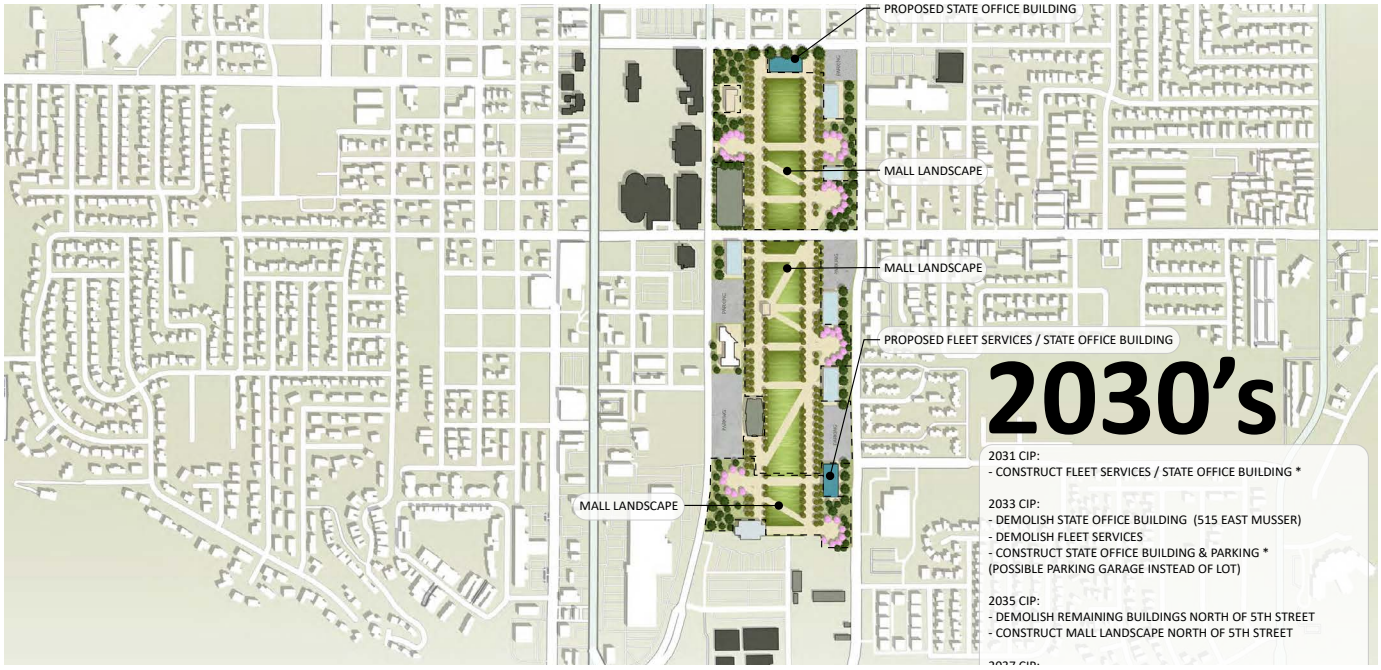
Blending Fernley's historic character with forward-looking design, the new Community Center creates a resilient hub for connection, support, and growth.

CHALLENGE

As Fernley continues to grow, the City recognized the need for a centralized facility that could serve both as a daily community hub and a critical resource center during local emergencies. Located along US Highway 50 Alternate and anchored by the historic Fernley Depot, the 8-acre site presented the challenge of balancing community aspirations, historic context, and budget limitations while creating a space flexible enough to serve future needs.

SOLUTION

Through a series of community engagement meetings, residents shared their vision for a facility that supports diverse activities and strengthens the city's sense of connection. Working closely with City staff, the design team developed a cost-conscious program that fulfills these goals—featuring a Boys and Girls Club, a full-service kitchen, and a multipurpose community gathering space. Drawing inspiration from the character of the historic train station, the design integrates seamlessly into its setting and allows for future expansion to the west and north, ensuring the center continues to grow alongside the community it serves.



FIRM
TSK

TYPE OF JURISDICTION
State of Nevada
Civic Government

COST
$120,000

COMPLETION
December 2023

KEY STAFF
Kevin Kemner,
Planning Principal

REFERENCE
Brian Wacker
Chief of Planning
State Public Works Division
775.684.4116
bwacker@admin.nv.gov

STATE OF NEVADA CAPITOL MASTER PLAN

40 year master plan to consolidate staff office space and functions and develop new capitol mall.

CHALLENGE

The State of Nevada sought a clear, financially responsible path to consolidate its dispersed Carson City workforce into state-owned facilities over forty years. Agencies occupied a patchwork of owned, leased, and rented spaces with inconsistent utilization, varying space standards, and uneven performance. The strategy had to minimize operational disruption, sequence moves logically, and account for market volatility, debt capacity, and lifecycle costs.

SOLUTION

The Capitol Complex Master Plan project assessed the State of Nevada's current and future office space needs within the state capitol of Carson City including a review of all State Owned and leased or rented Carson City office spaces. The intended outcome was to develop a fiscally realizable goal of moving all State employees into State owned properties within the next forty years.

SECTION

04

PROJECT UNDERSTANDING & TECHNICAL APPROACH



City of Fernley, Southwest Area Plan (KH Project)

PROJECT UNDERSTANDING

The methodology described in the response to the RFP will be used to determine which consultant has the most effective approach, the following must be included in all proposals to be considered responsive to the RFP:

a. A general statement on the project understanding and proposed methodology that will be used to complete the scope of work.

The City of Fernley's continued growth, coupled with increasing service demands and limited staff capacity, makes this Facilities Master Plan an essential step in preparing for the next 20 years. TSK and Kimley-Horn understand that the City needs more than a static report—it needs a living, actionable plan that guides facility investments, supports efficient operations, and strengthens community service delivery.

Our team brings deep, direct experience with Fernley's facilities and planning framework. TSK has worked with the City on multiple civic projects, including the Fernley Community Response & Resource Center, while Kimley-Horn has led many of the City's long-range planning efforts, such as the Transportation Master Plan, North and Southwest Area Plans, and Infrastructure and CIP studies. This collective knowledge gives us an immediate understanding of Fernley's assets, growth patterns, and fiscal environment—allowing us to start from an informed position and move efficiently into analysis and solutions.

Our proposed methodology follows a structured, data-driven process that integrates technical assessment, operational insight, and stakeholder input:

- **Data and Facility Review:** Compile existing facility documentation, City growth projections, and operational data to create a unified baseline.
- **Field Assessment and Interviews:** Conduct on-site evaluations of every facility alongside user interviews to identify physical, operational, and functional gaps.
- **Needs Forecasting:** Translate population and staffing projections into space and service requirements for 5-, 10-, and 20-year horizons.
- **Improvement Scenarios:** Develop conceptual options, phasing strategies, and cost estimates that address identified deficiencies and align with budget realities.
- **Implementation and Funding Strategy:** Prioritize recommendations and identify feasible funding sources to support phased implementation.

Throughout the process, we will coordinate closely with City staff through the Technical Review Committee, ensuring continuous alignment and transparency. The resulting Facilities Master Plan will not only document existing conditions and deficiencies but also define a clear, fundable roadmap for the City's future facility investments—one that reflects Fernley's vision, resources, and long-term operational goals. .

b. Summary of the method intended to be used to select areas in need of improvement.

The approach we propose for this effort has been proven across multiple facilities master plans for clients similar in scope and need. The process includes six structured phases that create a clear path from data collection to implementation, ensuring decisions are based on evidence, collaboration, and practicality.

Unique to our approach for Fernley's Facilities Master Plan is an intensified, single "all-hands" Field Assessment Week, during which the full design and engineering team will converge on-site to evaluate every building within the study's scope. This concentrated effort compresses what is often a fragmented process into a focused, coordinated session, resulting in greater speed, consistency, and accuracy.

EVALUATION METHOD FOR IDENTIFYING FACILITIES IN NEED OF IMPROVEMENT

In **Phase 1**, we work collaboratively with the City to establish a tailored set of evaluation categories that align with City goals, operational priorities, and community needs. These categories form the baseline for our analysis of existing data and on-site building assessments. Each category is weighted in accordance with its relative importance to the City's objectives.

Within each category, **quantitative data points** such as Facility Condition Index (FCI), operating cost per square foot, space utilization, and code compliance are combined with **qualitative assessments** informed by our design professionals and City staff. This dual approach ensures that both technical performance and user experience are considered when determining improvement priorities.

Based on the RFP criteria and the facilities included in this study, we propose organizing the evaluation under the following seven weighted categories:

Evaluation Category	Weighting
Functional Adequacy	20%
Physical Condition	20%
Operational Efficiency	15%
Health, Safety, and Resilience	20%
Strategic and Community Alignment	10%
Growth and Demand Pressure (5, 10, 20 year projections)	10%
Funding Feasibility	5%

The weighted results of this evaluation directly inform Phases 2 and 3 of our process—identifying priorities and forming the foundation of the master plan's improvement framework.

ENGAGEMENT AND COLLABORATION APPROACH

Our process is highly interactive. To kick off planning and concept development, we propose a three-day collaborative workshop with City staff and stakeholders to review findings and shape early ideas before narrowing to preferred concepts. This ensures priorities are grounded in operational realities and staff experience, not developed in isolation. It establishes the guiding principles that will inform the refinement and finalization of the preferred master plan concepts.

Our goal is to establish a disciplined cadence of information gathering, integration, and synthesis, so that each phase is pre-positioned by the one previous.

PHASE 1: PROJECT INITIATION AND DATA GATHERING (4 WEEKS)

This phase establishes the foundation for the master plan. The team aligns expectations, confirms the study scope, and compiles existing data that will drive subsequent analysis. Coordination and communication protocols are finalized.

Key Tasks:

- Project Kick-Off Meeting with City staff
- Confirm list of buildings and facilities included in the study
- Review as-built drawings and existing documentation
- Review current Capital Improvement Plans and related reports
- Review city population and staffing projection data
- Review land-use and zoning projections
- Prepare preliminary report diagrams and database structure
- Develop draft and final baseline reports summarizing findings
- Conduct bi-weekly virtual progress meetings

PHASE 2 EXISTING CONDITIONS ASSESSMENTS (8 WEEKS)

This phase documents and evaluates the condition, capacity, and resiliency of each facility. Field work and user interviews identify operational and physical deficiencies.

Key Tasks:

- Internal phase kick-off meeting
- Virtual user-group interviews with facility managers and staff
- Two-week field-assessment workshop to verify conditions
- Prepare capacity, condition, and resiliency assessments
- Produce site analysis and spatial diagramming
- Develop draft and final existing-conditions report
- Bi-weekly virtual meetings for review and coordination

PHASE 3 NEEDS FORECASTING (6 WEEKS)

This phase translates demographic and staffing projections into quantified space and operational requirements, establishing a basis for improvement scenarios. This is where we determine and prioritize which buildings and spaces need improvement.

Key Tasks:

- Internal phase kick-off meeting
- Confirm and identify possible funding mechanisms
- Develop population and staffing projections at 5-, 10-, and 20-year intervals
- Evaluate spatial adequacy of existing facilities
- Identify operational and facilities gaps by department
- Define spatial assessment metrics (e.g., GSF per FTE)
- Draft and final needs-forecasting reports
- Present findings to City Council
- Bi-weekly virtual coordination meetings with the City
- Weekly internal coordination meetings

PHASE 4 OPTIONS DEVELOPMENT (12 WEEKS)

Conceptual planning and scenario testing occur in this phase. Multiple strategies are created and refined through collaboration with City staff to determine feasible long-range solutions.

Key Tasks:

- Internal phase kick-off meeting
- Initial brainstorming workshop with the client team
- Develop multiple conceptual development scenarios
- Prepare initial phasing options for each concept
- Review and condense to one or two preferred options
- Create conceptual floor plans where needed
- Prepare rough-order-of-magnitude cost estimates
- Build draft and final reports
- Conduct weekly virtual meetings with the client and weekly internal meetings

PHASE 5 IMPLEMENTATION FRAMEWORK (6 WEEKS)

This phase defines how the preferred concept can be executed over time, identifying phasing, costs, and funding strategies.

Key Tasks:

- Develop multiple phasing and implementation concepts for the chosen plan
- Review and refine to final phasing and funding options
- Prepare draft and final implementation framework reports
- Conduct bi-weekly virtual meetings with City staff
- Conduct bi-weekly internal coordination meetings

PHASE 6 FINAL REPORT AND PRESENTATION (4 WEEKS)

All findings and recommendations are consolidated into the final Facilities Master Plan, culminating in presentation and adoption by City Council.

Key Tasks:

- Compile and integrate all materials from previous phases
- Prepare draft and final Facilities Master Plan reports
- Conduct bi-weekly virtual coordination meetings
- Conduct bi-weekly internal meetings
- Deliver final presentation to City Council for adoption

By combining a clear evaluation framework, focused field assessment, and structured phasing process, our method ensures that facility improvements are prioritized objectively and developed collaboratively. Each phase builds upon the previous one, translating data into actionable, fundable strategies that align with Fernley's growth and fiscal realities.

c. Sources of data and type of data to be used.

Our approach to the Facilities Master Plan relies on both quantitative and qualitative data to ensure decisions are grounded in accurate, verified information.

TSK and Kimley-Horn will collect and validate the following key data sources:

Demographic and Growth Projections:
Population and employment forecasts from the Nevada State Demographer and local planning data. Recognizing differences between state and local assumptions, we will work closely with City staff to reconcile and adjust projections for accuracy.

Facility Documentation and Field Data:
Existing as-built drawings, documentation, and maintenance records will be reviewed to establish baseline facility conditions. Where records are incomplete, our team will perform 3D facility scans and field measurements to generate accurate digital models of existing conditions—improving the precision of future planning and renovation work.

Operational and Staffing Data:
Departmental staffing levels (filled and unfilled positions), equipment inventories, and service delivery models will inform the spatial needs analysis and forecast future requirements.

Planning and Infrastructure References:
Review of existing master plans, development plans, and Capital Improvement Program (CIP) documents to ensure consistency with broader City objectives.

Technical and Sustainability Data:
Kimley-Horn will conduct **building load calculations using DOE-approved software** and evaluate **energy consumption data and utility bills** to assess building performance. These models will allow us to simulate energy usage, compare alternative mechanical systems, and explore **sustainability and resilience improvements**, including solar, EV charging, and battery energy storage solutions.

Together, these data sources will form the backbone of a transparent, verifiable planning framework that connects facility needs to Citywide growth and sustainability goals.

e. Approach for effective communication with entities involved, along with an outline of how they will be engaged.

STAKEHOLDER ENGAGEMENT AND COMMUNICATION APPROACH

Effective communication is critical to the success of this master plan.

Our team will develop a **Project Communication Plan** that establishes structure, frequency, and responsibility for all coordination.

Key components include:

- **Kickoff and Alignment:** A detailed kickoff meeting with City leadership to confirm objectives, milestones, and roles.
- **Regular Progress Meetings:** Biweekly progress meetings with the Technical Review Committee and City departments to ensure transparency, track deliverables, and refine priorities.
- **Collaborative Workshops:** Targeted workshops at key milestones (Existing Conditions Assessment, Options Development, and Implementation Framework) to synthesize findings and build consensus among departments.
- **Real-Time Documentation:** Meeting notes, decision logs, and milestone summaries will be maintained in a shared project folder to ensure continuity even with potential staff turnover.

Kimley-Horn's Reno-based professionals enable rapid mobilization and local presence for on-site coordination, ensuring the team remains responsive to City needs throughout the process.

f. Types of candidates who will likely need to be interviewed, along with the total number of interviews necessary to complete the project.

INTERVIEW PROCESS AND PARTICIPANTS

The interview process is integral to understanding operational challenges and identifying areas of need.

We anticipate interviews with:

- City Department Heads and Division Managers
- Department Staff located in City-owned facilities
- City Maintenance and Public Works Personnel
- Other public entities or individuals identified by the City

Interviews will be structured and recorded using standardized templates to ensure consistent data collection. The feedback gathered will directly inform the **space needs assessment, facility utilization review, and programming recommendations.**

Sparks Police Department Dispatch Remodel (KH Project)





g. Identification of major challenges to the successful completion of the scope of work, along with how those challenges will be approached and resolved.

ANTICIPATED CHALLENGES AND MITIGATION STRATEGIES

Our familiarity with the City of Fernley positions us to anticipate and mitigate typical master planning challenges.

Key considerations include:

- **Achieving Consensus:** Differing departmental priorities can lead to misalignment on space allocation and funding. We will mitigate this through early establishment of a clear decision-making hierarchy and transparent evaluation criteria tied to City goals and budget constraints.
- **Staff Turnover and Continuity:** To address potential changes in key City personnel, our team will maintain detailed documentation, meeting summaries, and data logs in a shared repository accessible to City staff.
- **Sustainability and Budget Balance:** Sustainable upgrades must align with fiscal realities. Kimley-Horn will employ life-cycle cost analyses, energy simulations, and value engineering to ensure that environmentally responsible solutions remain feasible within City budgets.
- **Schedule and Resource Management:** Our team will develop detailed task schedules with budget allocations and milestone tracking. The Project Manager will continuously monitor progress and adjust resources as needed to maintain timelines.

Together, these measures will ensure the Facilities Master Plan is delivered efficiently, with strong internal alignment, data integrity, and practical, implementable results.







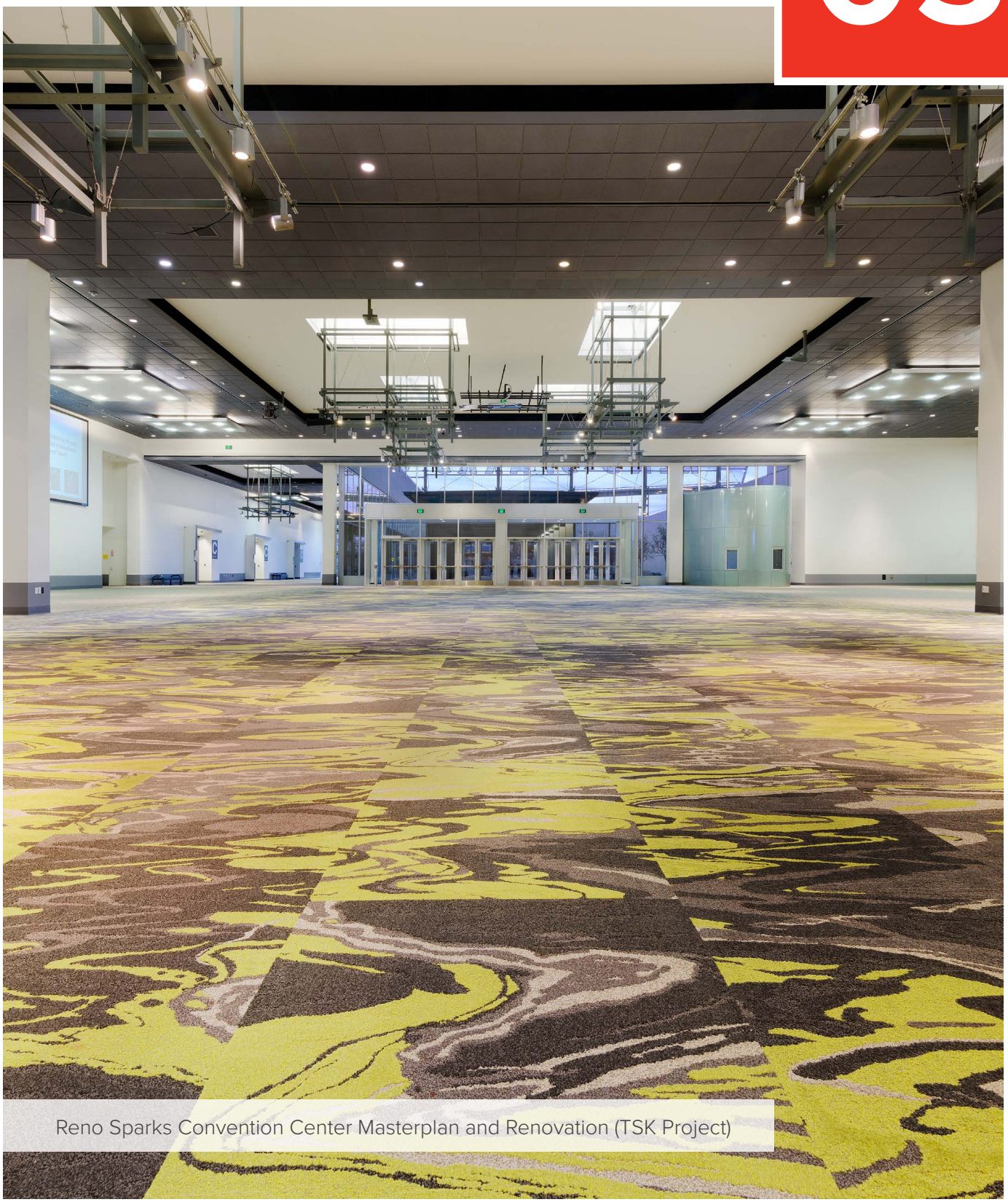


VA Medical Center Reno Chiller and Boiler Project (KH Project)

SECTION

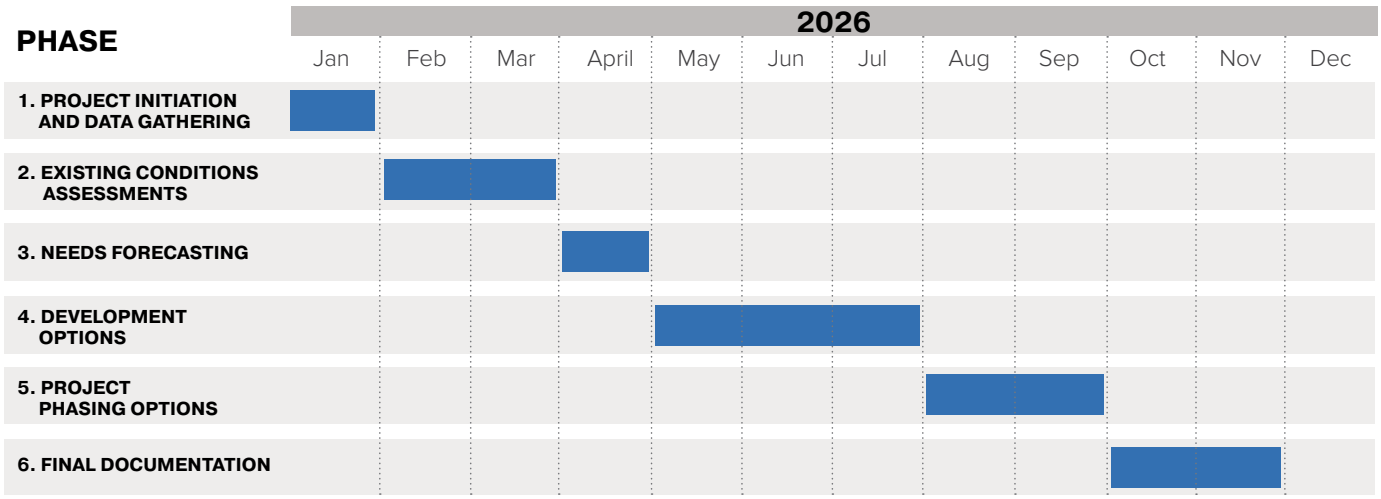
05

COMPREHENSIVE WORK PLAN /PROJECT SCHEDULE



Reno Sparks Convention Center Masterplan and Renovation (TSK Project)

SCHEDULE OVERVIEW



DETAILED SCHEDULE AND STAFFING HOURS

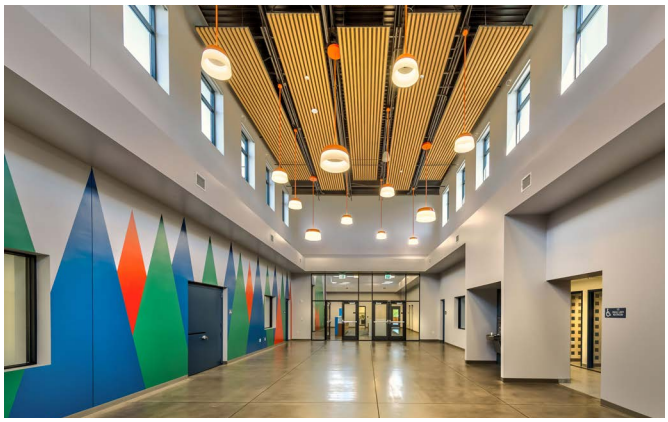
Phase	Task	Staff Total Hours
Phase 1 (Project Initiation and Data Gathering) *4 Weeks*	Project Kick-Off Meeting	Principal - 36 hrs
	Confirm List of Buildings included in Study	Project Manager - 61 hrs
	Review As-Built's of Existing Facilities	Project Associate - 130 hrs
	Review CIPs or other documentation	**Total: 227 hrs**
	Review city population data	
	Review city staffing projection data	
	Review land use projections	
	Report Building and Diagramming	
	Final Report Building and Diagramming	
	Bi-Weekly Meetings *(Virtual)*	
Phase 2 (Existing Conditions Assessments) *8 Weeks*	Internal Phase Kick-Off Meeting	Principal - 140 hrs
	Virtual User Group Interviews	Project Manager - 182 hrs
	Two Week Long Field Assessment Workshop *(In-Person)*	Project Associate - 308 hrs
	Capacity Evaluations Report Out	**Total: 630 hrs**
	Conditions Assessment Report Out	
	Resiliency Assessment Report Out	
	Site Analysis Diagramming	
	Draft Report Building	
	Final Report	
	Bi-Weekly Meetings *(Virtual)*	

Phase	Task	Staff Total Hours
Phase 3 (Needs Forecasting) *6 Weeks*	Internal Phase Kick-Off	Principal - 59 hrs Project Manager - 107 hrs Project Associate - 134 hrs **Total: 257 hrs**
	Confirm/Identify Funding Mechanisms	
	Develop Population Projections	
	Develop City Staffing Projections	
	Spatial Adequacy per Existing Building Assessment	
	Identify Operational / Facilities Gaps by Department	
	Define spatial assessment metrics (GSF per FTE or otherwise)	
	Draft Report Building	
	Final Report	
	Data & Assessment Finding City Council Presentation *(In-Person)*	
	Bi-Weekly Meetings *(Virtual)*	
	Weekly Internal Coordination meetings *(Virtual)*	
Phase 4 (Initial Options Development) *12 Weeks* *Workshop*	Internal Phase Kick-Off	Principal - 115 hrs Project Manager - 157 hrs Project Associate - 293 hrs **Total: 565 hrs**
	Initial Brainstorm workshop w/ Client team *(In-Person)*	
	Create Multiple Scenarios for Development	
	Create Initial Phasing Options for each Development Concept	
	Iterate / Review / Condence to one or two final options	
	Develop conceptual floor plans, where needed	
	Cost Estimating (ROMs Only)	
	Draft Report Build	
	Final Report	
	Weekly Meetings *(Virtual)*	
	Weekly Internal Coordination meetings *(Virtual)*	
Phase 5 (Implementation Framework) *6 Weeks*	Create Multiple Phasing Concepts for chosen Development Concept	Principal - 60 hrs Project Manager - 86 hrs Project Associate - 186 hrs **Total: 332 hrs**
	Iterate / Review / Condence to one or two final options	
	Draft Report Build	
	Final Report	
	Bi-Weekly Meetings *(Virtual)*	
	Bi-Weekly Internal Coordination meetings *(Virtual)*	

Phase	Task	Staff Total Hours
Phase 6 (Final Report and Presentation) *4 Weeks*	Compilation Of Materials In Previous Phases	Principal - 34 hrs
	Draft Report Build	Project Manager - 48 hrs
	Final Report	Project Associate - 48 hrs
	Bi-Weekly Meetings *(Virtual)*	Marketing - 24 hrs
	Bi-Weekly Internal Coordination meetings *(Virtual)*	**Total: 154 hrs**
	City Council Final Presentation *(In-Person)*	

City of Fernley, Community Resource Center (TSK Project)







SECTION

06

PROJECT COST



City of Fernley, Southwest Area Plan (KH Project)

a MOREgroup brand

October 31, 2025

Attn: Barry Williams, Public Works Director
City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

Re: Architectural Services Proposal
City of Fernley Facilities Masterplan
02260-01-01

Dear Mr. Williams,

On behalf of Tate Snyder Kimsey, Inc. (“TSK or Architect”), we are grateful for the opportunity to submit this Architectural Service (“Proposal”) for design services related to your City of Fernley Facilities Masterplan (“Project”). TSK has assembled a team of subject matter experts with the depth of expertise and skill sets needed to make this a successful project for City of Fernley (“Owner”). The information herein is representative of our understanding of the Scope and Services requested.

SCOPE OF WORK

The scope of work for this proposal as requested in The City of Fernley Facilities Master Plan RFP calls for a comprehensive evaluation and long-range planning effort covering all major City-owned facilities, including City Hall, the Chamber of Commerce, the Community Response & Resource Center, the historic Fernley Lassen Train Depot, the Cottonwood Shop & Fleet Yard, and other Public Works and Utility buildings. TSK Architects will assess existing facility conditions, space adequacy, and operational efficiency, identify deficiencies, and project future needs based on population and staffing growth over 5-, 10-, and 20-year horizons

The work includes developing conceptual improvement options, cost estimates, and phased implementation strategies, along with an evaluation of potential funding sources. TSK will coordinate closely with City staff through a Technical Review Committee (TRC), provide progress reports, and deliver two presentations to the City Council, one for draft findings and one for final adoption. The final deliverable will be a complete Facilities Master Plan that prioritizes improvements, defines project costs, and establishes a roadmap for long-term facility investments.

Phase 1 – Project Initiation and Data Gathering

- PROJECT KICK-OFF MEETING
- BI-WEEKLY TRC UPDATE MEETINGS (VIRTUAL)
- CONFIRM LIST OF BUILDINGS INCLUDED IN STUDY

- REVIEW AS-BUILT'S OF EXISTING FACILITIES
- REVIEW CIP AND OTHER DOCUMENTATION
- REVIEW CITY POPULATION DATA
- REVIEW CITY STAFFING PROJECTION DATA
- REVIEW LAND USE PROJECTIONS
- REPORT BUILDING AND DIAGRAMMING
- FINAL REPORT BUILDING AND DIAGRAMMING

Phase 2 – Existing Condition Assessments

- PHASE KICK-OFF MEETING (VIRTUAL)
- BI-WEEKLY TRC UPDATE MEETINGS (VIRTUAL)
- VIRTUAL USER GROUP INTERVIEWS
- WEEKLONG FIELD ASSESSMENT WORKSHOP (ON-SITE)
- CAPACITY EVALUATIONS REPORT OUT
- CONDITIONS ASSESSMENT REPORT OUT
- RESILENCY ASSESSMENT REPORT OUT
- SITE ANALYSIS DIAGRAMMING
- DRAFT PHASE 2 REPORT
- FINAL PHASE 2 REPORT

Phase 3 – Needs Forecasting

- PHASE KICK-OFF MEETING (VIRTUAL)
- BI-WEEKLY TRC UPDATE MEETINGS (VIRTUAL)
- CONFIRM/IDENTIFY FUNDING MECHANISMS
- DEVELOP POPULATION PROJECTIONS
- DEVELOP CITY STAFFING PROJECTIONS
- SPATIAL ADEQUACY PER EXISTING BUILDING ASSESSMENT
- IDENTIFY OPERATIONAL / FACILITIES GAPS BY DEPARTMENT
- DEFINE SPATIAL ASSESSMENT METRICS (GSF PER FTE OR OTHERWISE)
- PHASE 3 DRAFT REPORT
- PHASE 3 FINAL REPORT
- CITY COUNCIL PRESENTATION # 1 (IN-PERSON)

Phase 4 – Development Options

- PHASE KICK-OFF MEETING (VIRTUAL)
- BI-WEEKLY TRC UPDATE MEETINGS (VIRTUAL)
- CREATE MULTIPLE SCENARIOS FOR DEVELOPMENT
- CREATE INITIAL PHASING OPTIONS FOR EACH DEVELOPMENT CONCEPT
- ITERATE/REVIEW/CONDENCE TO ONE OR TWO OPTIONS
- DEVELOP CONCEPTUAL FLOOR PLANS, WHERE NEEDED
- COST ESTIMATING (ROMS ONLY)
- PHASE 4 DRAFT REPORT
- PHASE 4 FINAL REPORT

Phase 5 – Implementation Framework

- PHASE KICK-OFF MEETING (VIRTUAL)
- BI-WEEKLY TRC UPDATE MEETINGS (VIRTUAL)
- CREATE MULTIPLE PHASING CONCEPTS FOR CHOSEN DEVELOPMENT CONCEPT
- ITERATE/REVIEW/CONDENCE TO ONE OR TWO FINAL OPTIONS
- PHASE 5 DRAFT REPORT
- PHASE 5 FINAL REPORT

Phase 6 – Final Report and Presentation

- PHASE KICK-OFF MEETING (VIRTUAL)
- BI-WEEKLY TRC UPDATE MEETINGS (VIRTUAL)
- COMPILATION OF MATERIALS IN PREVIOUS PHASES
- FINAL DRAFT REPORT
- FINAL REPORT
- CITY COUNCIL FINAL PRESENTATION (IN-PERSON)

PROJECT TEAM

The basic design and engineering services for this project include:

Discipline	Company Name
Architecture:	TSK Architects
Structural Engineering:	KIMLEY-HORN
Mechanical Engineering:	KIMLEY-HORN
Electrical Engineering:	KIMLEY-HORN
Planning	KIMLEY-HORN
Traffic	KIMLEY-HORN

SCHEDULE

This proposal is based on our understanding of the schedule as follows:

Phase	Anticipated Duration
PHASE 1 (PROJECT INITIATION AND DATA GATHERING)	4 Weeks
PHASE 2 (EXISTING CONDITIONS ASSESSMENTS)	8 Weeks
PHASE 3 (NEEDS FORECASTING)	6 Weeks
PHASE 4 (DEVELOPMENT OPTIONS)	12 Weeks
PHASE 5 (IMPLEMENTATION FRAMEWORK)	6 Weeks
PHASE 6 (FINAL REPORT AND PRESENTATION)	4 Weeks
Total:	40 Weeks

COMPENSATION

We propose a Lump Sum of $876,036.00 for the work broken down as follows:

Services	Fee Amount
PHASE 1 (PROJECT INITIATION AND DATA GATHERING)	$ 43,802.00
PHASE 2 (EXISTING CONDITIONS ASSESSMENTS)	$ 219,009.00
PHASE 3 (NEEDS FORECASTING)	$ 175,207.00
PHASE 4 (DEVELOPMENT OPTIONS)	$ 175,207.00
PHASE 5 (IMPLEMENTATION FRAMEWORK)	$ 175,207.00
PHASE 6 (FINAL REPORT AND PRESENTATION)	$ 87,604.00
Total:	$ 876,036.00

EXCEPTIONS
The following services are excluded from the basic architectural services TSK will provide under the proposed fee schedule:

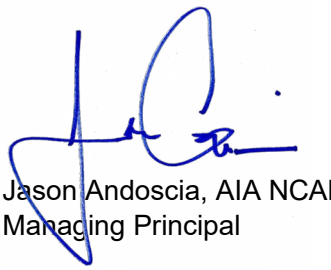
- HAZARDOUS MATERIALS REPORTS OR ABATEMENT
- GEOTECHNICAL REPORTS
- TOPOGRAPHIC SURVEYS
- DETAILED COST ESTIMATES BEYOND ROUGH ORDER OF MAGNITUDE
- DESIGN BEYOND CONCEPTUAL FLOOR PLAN
- SCHEMATIC DESIGN
- DESIGN DEVELOPMENT
- CONSTRUCTION DOCUMENTS
- BID SUPPORT
- CONSTRUCTION ADMINISTRATION
- ANY SCOPE OF WORK NOT EXPLICITLY STATED ABOVE AS BEING INCLUDED

We are excited to present our proposal and eagerly anticipate collaborating with City of Fernley. If you have any questions or concerns regarding the scope of services or the fees outlined in this proposal, please let us know, and I will address them promptly. Thank you for giving us the opportunity to serve you.

Regards,



Bill Denis, Assoc. AIA, LEED GA
Principal in Charge



Jason Andoscia, AIA NCARB
Managing Principal

If the attached proposal is acceptable, please sign and return one executed copy, as notice to proceed.

Signature

Barry Williams
Director of Public Works

Date:

SECTION
07

CONFLICT OF INTEREST STATEMENT & INDEMNIFICATION



City of Fernley, Community Resource Center Master Plan (TSK Project)

CONFLICT OF INTEREST STATEMENT & INDEMNIFICATION

Submit a statement describing any potential conflict of interest or appearance of impropriety, relating to other clients of the firm, officers, directors, and employees of the City or other groups involved in the project, which could be created by providing services to the City.

TSK Architects, in association with Kimley-Horn, affirms that there are no known conflicts of interest or circumstances that could create the appearance of impropriety in connection with providing services to the City. Neither TSK Architects, its officers, directors, employees, nor any affiliates have current or prior relationships with other clients, consultants, or organizations involved in this project that would compromise our objectivity or professional judgment. TSK maintains strict internal policies to ensure transparency, ethical conduct, and the avoidance of any conflicts in all professional engagements.

Acknowledge that the selected consultant shall agree to indemnify and hold the City harmless from claims, demands, suits, causes of action and judgments arising from the consultant's performance including claims or professional malpractice or negligence.

TSK and Kimley-Horn further acknowledges and agrees that, if selected, the firm shall indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, demands, suits, causes of action, damages, or judgments that may arise out of or relate to the firm's performance of professional services. This includes, but is not limited to, claims resulting from errors, omissions, negligence, or professional malpractice. TSK is committed to upholding the highest standards of professional responsibility and accountability throughout the duration of the project.

tsk

TSK is part of MOREgroup's family of brands.

MOREgroup consists of architecture, design, and engineering brands that collaborate with passion and purpose to serve communities across the nation. We are proud to focus on spaces that make a profound contribution to a strong social infrastructure where generations thrive.

Our brands—including E4H Environments for Health Architecture, Huckabee, Innovative Engineering Group, and TSK—work with healthcare, education, and public architecture clients to create environments that inspire!

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CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Barry Williams, Public Works Director**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:X	No:	General Fund

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible action to approve a contract with OpenGov for the implementation and hosting of Enterprise Asset Management Software for an amount not to exceed $108,998.66 in Term 1, $46,181.79 in Term 2, and $48,490.88 in Term 3.

AGENDA ITEM BRIEF:

This is a request to approve a contract with OpenGov to purchase hosted, cloud-based Enterprise Asset Management Software (EAMS). The purchase will include implementation services, training, technical support, and an unlimited-user software subscription. The software will be designed to support physical asset data for the Streets & Storm Drains, Fleet, Parks, and Facilities departments.

RECOMMENDED MOTION:

"I move to approve a contract with OpenGov for the implementation and hosting of Enterprise Asset Management Software for an amount not to exceed $108,998.66 in Term 1, $46,181.79 in Term 2, and $48,490.88 in Term 3."

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:

City Council could choose to deny approval of the contract. If Council were not to approve the contract, staff

would then need to purchase the software and implement the program in-house.

BACKGROUND:

On January 17, 2025, City Council provided direction on which initiatives would best serve the City to pursue during FY 2025/2026 in accordance with the 2021-2026 Strategic Plan. Asset management software was listed as a significant need. Acquiring asset management software would help fulfill the goal of managing sustainable growth and maintaining public infrastructure, which is listed as a strategic priority.

In September 2025, the City sought proposals from qualified vendors to provide hosted, cloud-based Enterprise Asset Management Software (EAMS). After evaluating sixteen (16) proposals and reviewing several software demonstrations, it was determined that OpenGov would provide the best asset management solution for the City.

OpenGov will provide a framework for planning, communication, progress tracking, and coordination of activities following their five-phase hybrid methodology which is designed to ensure a structured and collaborative deployment of the software. These structured phases are as follows: Initiate, Validate, Configure, Train, and Launch. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

The inherent purpose of this software is to help the City of Fernley effectively track, monitor and manage its physical assets throughout their lifecycle. This software will assist with cost optimization, calculating lifecycle costs, and will help identify cost reduction strategies as well as provide inventory management, maintenance and depreciation scheduling and capital replacement planning. The OpenGov Enterprise Asset Management Suite is ideally suited to meet the City's goals for a modern, integrated, and efficient asset management system that will enhance transparency.

The City Council has allocated money in the 2025-2026 budget for procurement of this software. The estimated duration of the project is nine (9) months.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332

FINANCIAL IMPLICATIONS:

This purchase will be made using the General Fund portion of the FY 25-26 Budget.

ATTACHMENTS:

1. OpenGov CONTRACT
2. OpenGov Enterprise Asset Management Software Proposal

CONTRACT

A Contract For Design 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 _____, a _____, whose address is _____ ("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:**
                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.
                b. Fee Schedule
                c. Schedule of Services. Tasks and subtasks shall be completed in accordance with the schedule in Attachment A. Any change(s) to the schedule must be approved in writing by the City's Project Manager.
                d. Project Team. Contractor will perform the work using the project team identified in Attachment A. Any changes to the project team must be approved in writing by the City's Project Manager.

_____Contractor's Initial _____CoF Representative

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

c. **Notice to Proceed.** Contractor shall not commence work until the Contract is fully executed by City and Contractor and a Notice to Proceed (NTP) has been issued to the Contractor by the City.

d. **Optional Services.** If applicable, the City shall have the right to exercise its option(s) for all or any part of the OPTIONAL tasks or subtasks identified in Attachment A Fee Schedule, (and further described in Attachment A Scope of Services). The Contractor shall not commence work on any OPTIONAL task prior to issuance of a NTP for the OPTIONAL task by the City.

3. REQUIRED APPROVALCOMPENSATION AND TERMS OF PAYMENT:

a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment A and incorporated herein by this reference.

b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.

c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work and Fee Schedule).

d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year

e. **Not to Exceed.** The maximum amount payable to Contractor to complete each task is equal to the not-to-exceed amounts identified in Attachment A. Contractor may submit a written request to the City's Project Manager to reallocate not-to-exceed amounts between Tasks. The request to reallocate must be accompanied by a revised fee schedule with associated revised not-to-exceed amounts and must be approved in writing by the City's Project Manager prior to performance of the work. Contractor shall not be compensated in excess of the Total not-to-exceed Contract amount:

Subtotal Professional Services (Term 1)	$108,998.66
Subtotal OPTIONAL Professional Services: (N/A)	N/A
Total NTE Amount (Including OPTIONAL Services)	$108,998.66

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

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

If to Contractor:
OpenGov Inc.
Attn: Andrew Woosters
660 3rd Street, Suite 100
San Francisco, CA 94107

4. INSPECTION & AUDIT:

a. **Books and Records**. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. **Inspection & Audit**. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and

practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

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

5. TERMINATION OR SUSPENSION:

a. **Suspension**. The City may suspend, without cause, the performance by Contract 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:

   i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;

   ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

   iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.

e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct**. This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.

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

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and

iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.

v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).

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

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

8. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachment. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

9. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly

perform in accordance with the terms of this Contract after the intervening cause ceases.

10. INDEMNIFICATION: The City does not require the Contractor to defend, indemnify or hold harmless the public body or the employees, officers or agents of that public body from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the public body.

a. The City does require the Contractor to indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor in the performance of the contract.

b. The City does not require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor. If the Contractor is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body, as reimbursement for the attorney's fees and costs incurred by the public body in defending the action, by the Contractor in an amount which is proportionate to the liability of the Contractor.

c. The City does require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are not based upon or arising out of the professional services of the Contractor.

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

of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

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

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 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

i. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and

2. Contractor is otherwise in compliance with those terms, conditions and provisions.

COF CTR

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

i. Retroactive date: Prior to commencement of the performance of this Contract

ii. Discovery period: Three (3) years after the termination date of this Contract.

c. **General Requirements**.

i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.

ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.

iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.

iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically

agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by the City.

v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.

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

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

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

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.

iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.

iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City

reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

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

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

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

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

17. **PROPRIETARY INFORMATION:** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs,

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

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

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

    a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

    b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

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

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

21. **CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017):** By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

22. **PROPER AUTHORITY:** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

23. **GOVERNING LAW; VENUE:** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.

24. **INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in

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

25. **COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

26. **ADVICE OF COUNSEL:** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

27. **MODIFICATION; NO WAIVER:** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.

28. **INTERPRETATION OF AGREEMENT:** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.

29. **COOPERATION OF PARTIES:** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.

30. <u>NON-DISCRIMINATION</u>: 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

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

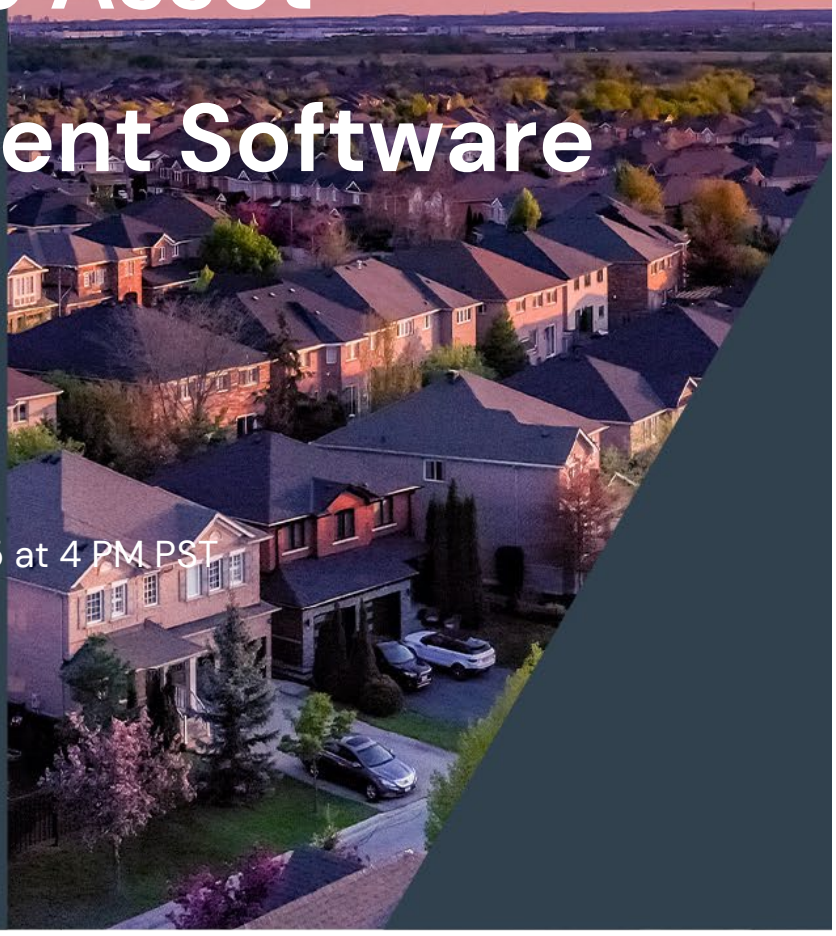
Originating Department:

_____
Department Head Date

OpenGov

City of Fernley, NV

Enterprise Asset Management Software



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

RFP Due: October 31, 2025 at 4 PM PST

Andrew Wooters
Account Executive
awooters@opengov.com

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Company Background

Size

OpenGov has over 2,000 government customers using our cloud-based suites that are designed specifically for local governments, including 750+ using our Enterprise Asset Management suite.

Location

OpenGov has offices in the following locations:

- San Francisco, CA (HQ)
- Chicago, IL
- Atlanta, GA
- Dubuque, IA
- Boston, MA
- Plano, TX

- Pune, India

Number of years in business

OpenGov Asset Management (formerly Cartegraph), which was acquired by OpenGov in September 2022, has designed, implemented, and supported its software solutions since 1994.

Number of employees

OpenGov currently employs 800+ employees across many functions, including Sales, Marketing, Customer Success, Support, and Engineering, which is an area of high focus for the company as we provide consistent updates and feature enhancements to the software we provide our customers.

Peer group installations for comparison

OpenGov currently has 767 customers using its Enterprise Asset Management suite.

Installation references with contact information

Reference #1: Town of Queen Creek, AZ

- **Contact Person:** Shawny Ekadis, GIS Coordinator
- **Contact Information:** (480) 358-3273, shawny.ekadis@queencreek.org

Reference #2: City of Paso Robles, CA

- **Contact Person:** Dwayne Brown, Maintenance Services Superintendent
- **Contact Information:** (805) 536-1776, dbrown@prcity.com

Reference #3: City of Banning, CA

- **Contact Person:** Nate Smith, Deputy Director of Public Works/City Engineer
- **Contact Information:** (951) 922-3182, nsmith@banningca.gov

Support hours of operation and methods used (phone, chat, web, etc.)

Customers have access to phone/chat support 4:00 AM PT to 7:00 PM PT Monday through Friday, excluding OpenGov holidays. Our Technical Support team works remotely across the United States to ensure that we can support our customers for 16 hours per day no matter what time zone they are in. Our support team has 180 years of combined government experience to provide exceptional service to our customers.

Premium Support, available for an additional cost, provides increased Service Level Agreements (SLAs), meaning that we start working on urgent requests (defined as complete loss of use of the Software Services) even on weekends. In the spirit of addressing problems quickly, Premium Support's designated OpenGov contact builds a relationship with you and understands your organization and the nuances of your OpenGov application setup.

Please see our SLA at https://opengov.com/service-sla/.

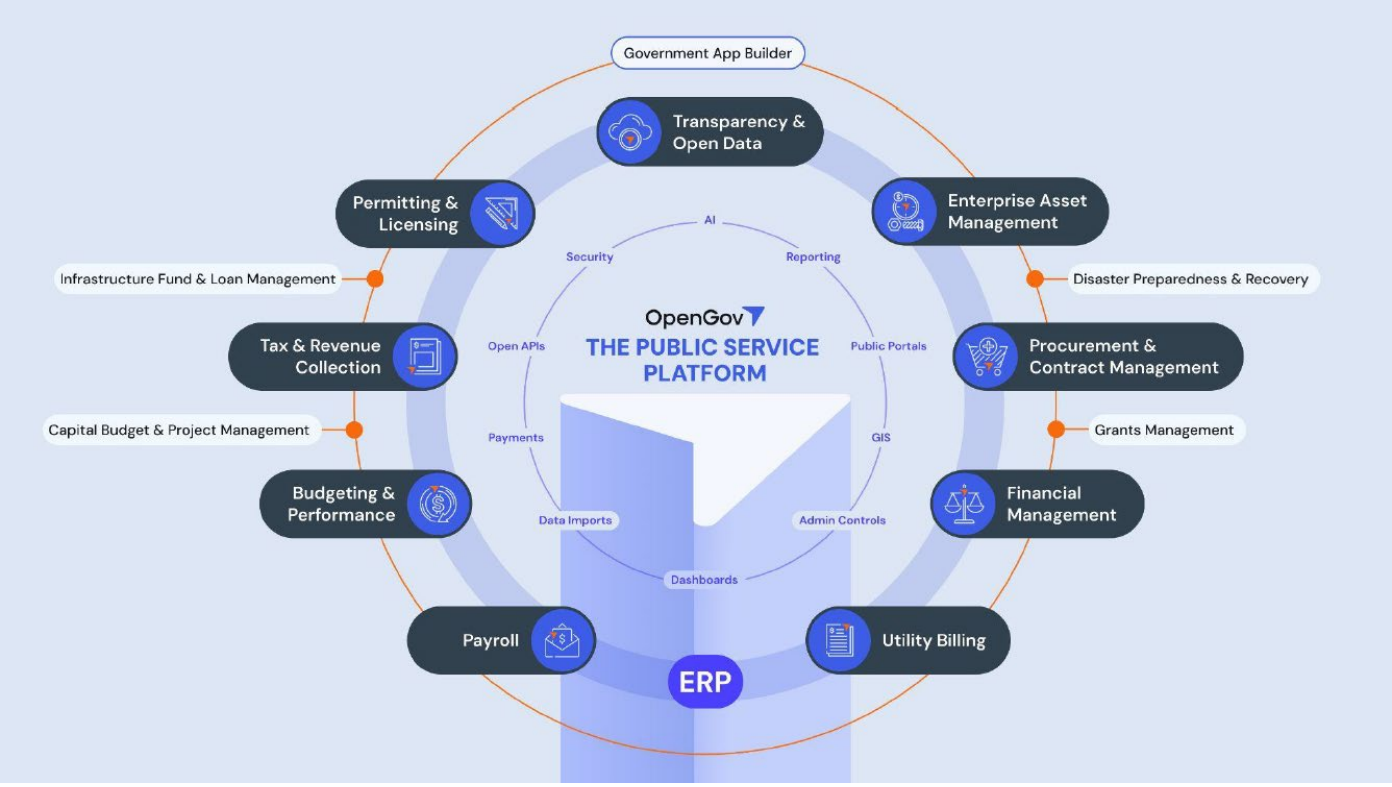
Executive Summary

Vendors shall provide an executive summary written in non-technical language to summarize the overall capacity and recommended approaches for an EAMS, based on the needs described in this RFP.

OpenGov is the leader in modern, cloud-based software purpose-built for local government organizations, including cities, counties, and special districts. With a mission to power more effective and accountable government, OpenGov proudly serves thousands of public sector leaders nationwide. Our solutions are designed specifically for the complex needs of municipal

operations — including budgeting and planning, permitting and licensing, procurement, and infrastructure and asset management.

OpenGov is proposing **OpenGov Asset Management** for consideration. We look forward to demonstrating how our solution will enable you to operate efficiently, adapt to change, and strengthen public trust.



The **OpenGov Cloud** transforms public works operations by increasing efficiency, simplifying data management, and enhancing collaboration across departments. It empowers cities like **Fernley** to make data-driven decisions, extend asset life cycles, and communicate transparency with residents and stakeholders.

OpenGov proposes **OpenGov Asset Management** for consideration by the **City of Fernley.** Our solution aligns directly with your goals of implementing a hosted Enterprise Asset Management Software (EAMS) that supports your **Streets & Storm Drains, Fleet, Parks, and Facilities Divisions.** We look forward to demonstrating how OpenGov will help Fernley streamline workflows, enhance asset visibility, and operate more efficiently while meeting the City's standards for service reliability and long-term sustainability.

Meeting Fernley's Needs

We understand that the City of Fernley is among the fastest-growing communities in Northern Nevada, with increasing demands on public infrastructure as the city continues to expand residentially and commercially. Managing this growth--while maintaining reliable service delivery and sustainable asset practices--requires a system that can consolidate existing GIS data, support multiple departments and provide actionable insights for informed decision-making.

OpenGov Asset Management addresses these needs by providing a single, integrated system that unifi es asset tracking, maintenance scheduling, inspection management, and work order execution across all divisions. The solution will help your teams optimize maintenance cycles, improve cost tracking, and strengthen data integrity as you move away from the City's current combination of spreadsheets, handwritten documentation, and disconnected workflows.

Our Commitment to Fernley

The OpenGov team is committed to delivering not only a system but a partnership that ensures successful implementation, training, and long-term performance. From design to go-live, we will collaborate closely with your Public Works Department to configure workflows that meet your operational requirements. Our **Customer Success Team** provides ongoing strategic support, while our **Help Desk** ensures responsive day-to-day assistance through phone, chat, and email--all critical elements Fernley requested in this proposal.

With OpenGov Asset Management, the **City of Fernley** will gain a trusted, scalable platform that evolves with your city's growth, helping you become a model for efficient, data-driven infrastructure management in Northern Nevada.

System Functionality

Vendors should describe anticipated implementation strategies for an EAMS meeting the Department's needs, including a recommended rollout strategy and potential project plan indicating timeframes for phases, as well as the entire project.

Please see our Sample Statement of Work for this project below.

Sample Statement of Work

City of Fernley, NV

Creation Date: 10/16/2025
SoW Expiration Date: 01/06/2026
Document Number: PS-10102.1
Created by: Brittany Worthy

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OpenGov Sample Statement of Work

This Statement of Work (“SOW”) is for sample purposes only and is reflective of OpenGov’s best practices and baseline estimation for Professional Services. Following down-selection, OpenGov and the City of Fernley, NV ("Customer") will review this sample SOW and determine whether adjustments to deliverables are required to best meet the Customer's needs. The final SOW will identify services that OpenGov will perform for the Customer pursuant to the order for OpenGov Professional Services. The final SOW may not be modified or amended except in a written agreement signed by a duly authorized

representative of each party. Any services or support not detailed below will be considered out of scope.

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to City of Fernley, NV ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

2.1. Exhibit 1: Implementation Activities

2.1.1. Enterprise Asset Management

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW (each, a "Customer Delay") will automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period

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thereafter. All affected milestones, delivery dates, and service-level commitments will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

5. Project Delivery

OpenGov will perform services under this SOW remotely and provide up to one (1) onsite trips for project-related activities. Customer will provide a suitable workspace, including a conference room with attendee capacity, non-public Wi-Fi, and AV equipment. Travel expenses are estimated not to exceed $2,800. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The estimated duration of this work is nine (9) months. The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will

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specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

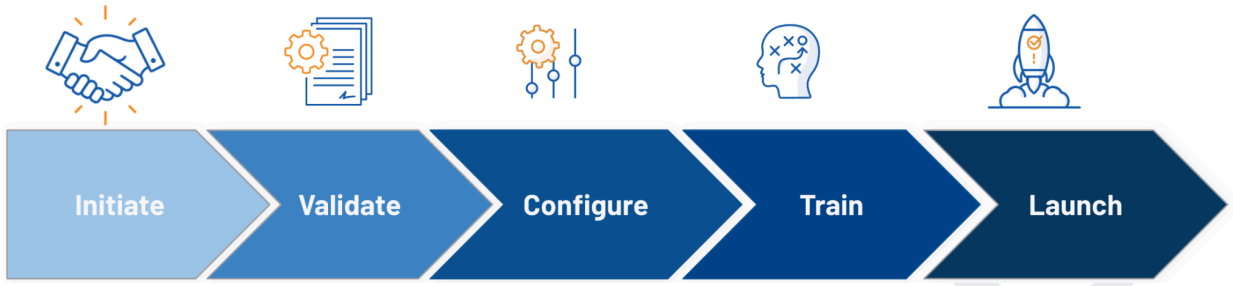
9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

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Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a five-phase hybrid methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov's Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Enterprise Asset Management

Use Cases Build for Enterprise Asset Management:

- Transportation
- Parks and Rec
- Facilities
- Stormwater
- Fleet

Initiate

OpenGov will:

- Setup a hosted sandbox and a hosted production OpenGov Asset Management environment, if one does not already exist

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- Conduct one (1) remote session to review customer assets (see asset section below), source data, GIS capabilities, ESRI authentication, and single sign on identity provider (if applicable).

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.

Completion Criteria:

- The project kicked off with an initial project timeline delivered.

Validate

OpenGov will:

- Provide a remote, up to four twenty (20) hours validation workshop to increase our understanding of Customer business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OpenGov Asset Management and provide a brief including any challenges as well as recommendations for OpenGov Asset Management best practices relevant to Customer implementation.
- Provide a template file to be utilized by Customer staff to populate resources, libraries, and users/roles data that OpenGov will import into OpenGov Enterprise Asset Management.
- Provide up to two (2) remote sessions for Customer technical GIS staff to configure Esri Feature Services for the bidirectional GIS integration and authentication.

Completion Criteria:

- Completion of validation workshop.

Configure

Configurations

OpenGov will:

- Provide configuration services, including:
  - Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
  - Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
  - Up to twenty (20) automations
  - Up to twenty (20) preventative maintenance plans

OpenGov Assumptions:

- Implementation of any custom modification developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed above.

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Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by Customer staff, OpenGov will load the data into Customer sandbox or production OpenGov Asset Management environment. Data loads may include data such as:
    - Parent level asset records
    - Asset location (spatial x/y) attributes
    - Parent level resource (Labor, Equipment Material, Vendor) records
    - Resource Rate (Labor, Equipment, Material) records
    - Standard system libraries

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.
- Data conversion services from other software system(s) or sources (including Navigator databases) are not included in the scope of this project unless specifically listed above.

Assets

OpenGov will:

- Provide installation and training on the following asset types:
    - Transportation (8)
        - Bridge; Light Fixture; Pavement; Sign; Guardrail; Marking; Pavement Area; Support
    - Parks and Recreation (10)
        - Athletic Space; Fence; Park; Park Structure; Playground Equipment; Bench; Landscape Area; Park Amenity; Playground; Tree
    - Facilities (25)
        - Facility; Other Site Construction; Selective Building Demolition; Site Improvement; Site Preparation; Facility Floor; Basement Construction; Conveying; Exterior Enclosures; Facility Electrical; Facility Equipment; Fire Protection; Foundations; Furnishings; HVAC; Interior Construction; Interior Finishes; Plumbing; Roofing; Site Electrical Utilities; Site Mechanical Utilities; Spaces; Special Construction; Stairs; Superstructure
    - Stormwater (9)
        - Storm Basin; Storm Channel; Storm Culvert; Storm Facility; Storm Inlet; Storm Manhole; Storm Outlet; Storm Pipe; Storm Pump
    - Fleet (1)
        - Fleet

Completion Criteria:

- Customer sign-off on ability to login and access to the sandbox.

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Train

Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize Customer staff with the software environment and its common functions. Training topics include:
    - Dashboards
    - Standard KPI/ROI Gadgets
    - Logins/Permission
    - Layers
    - Filters
    - Maps
    - Grids
    - System Navigation
    - Views (List & Detail)
    - Standard Reports
    - Attachments
    - Requests, Work, Assets, Resources, Reports, and Administrator Tabs

OpenGov assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.

Train the Trainer Training Event

- Provide a three-day (3-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and Customer project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
    - Request Management:
        - Requests
        - Requesters
        - Task Creation from Requests
        - Issue library (including settings such as Applies to Asset and Non-Location)
        - OpenGov recommended best practices for Request and Requester Management
    - Work Management:
        - Create Task(s)(Asset/Non-Asset)
        - Assignments (Add, Edit, Remove)
        - Task Menu Actions
        - Related Work Items

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        - Create Work Order
        - Associate Task to WO
        - Repeat Work Orders
        - Work Order Menu Actions
        - Enter Resources
        - Timesheets
        - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
        - OpenGov recommended best practices for Work Management
    - Asset Management:
        - Asset Details
        - Preventative Maintenance Plans
        - Inspections
        - Linked assets (if applicable)
        - Container/Component Relationships (if applicable)
        - OpenGov recommended best practices for Asset Management
    - Resource Management:
        - Resource Details
        - Labor/Equipment Rates
        - Material Management (Stock, Usage, Adjustments)
        - Vendor Price Quotes
        - OpenGov recommended best practices for Resource Management
    - OpenGov Mobile:
        - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
        - Work Management
            - Create and Update Tasks (Asset/Non-Asset)
            - Assign Tasks
            - Enter Resources
            - Inspections
        - Asset Management
            - Create and Update Assets
        - Request Management
            - View and Update Requests
            - View Requester information
            - Create Task from Request
        - OpenGov recommended best practices for mobile device use
    - Fleet Management:
        - Preventative Maintenance
        - Task Management
        - Vehicle Replacement Ratings (VRR) Equipment Detail information
        - Fleet Reports
        - OpenGov recommended best practices for Fleet Management
    - Administrator:
        - Administrator:

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        - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
    - Settings:
        - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
    - Manager:
        - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation
        - Manager

Core Training:

- Provide remote train-the-trainer training, up to two (2) sessions on OpenGov Asset Builder. Training topics include:
    - OpenGov Asset Management Administrator
        - Structure Manager
        - Library Manager
        - Layout Manager
        - User/Role Configurations
    - OpenGov recommended best practices for expanding the system's use and/or building assets
- Provide Preventative Maintenance Plans remote train-the-trainer training, up to two (2) sessions. Training topics include:
    - Preventative Maintenance
    - OpenGov recommended best practices for proactive asset management
- Provide Advanced Inspections, Asset Condition Manager, and Asset Risk remote train-the-trainer training, up to three (3) sessions. Training topics include:
    - Performance Management
        - Prediction Groups
        - Minimum Condition Groups
        - Activities and Impacts
        - Criticality Factor
        - Install/Replaced Dates
    - Business Risk Exposure
        - Risk
        - Consequence of Failure
        - Probability of Failure
    - OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management
- Provide Internal Request remote train-the-trainer training, up to two (2) sessions. Training topics include:
    - Internal Requests

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        - Users
        - Views
        - Issue Library settings and management
    - OpenGov recommended best practices for advanced request management
- Provide Advanced Material Management and Material Planning remote train-the-trainer training, up to four (4) sessions. Training topics include:
    - Material Locations
    - Material Transfers
    - Material Orders
    - Settings:
        - Vendor Price Quotes
        - Re-order points
    - Material Planning
        - Status Default
        - Workflow Setup
        - Notifications
    - OpenGov recommended best practices for advanced material management and Material Planning.
- Provide remote train-the-trainer training, up to three (3) sessions on OpenGov Asset Management Reporting functionality. Training topics include:
    - Security/Roles
    - Report Designer
        - Report Types, Report Styling, Filtering\Parameters, Basic Formulas, Grouping/Sorting
    - Report Viewer
    - Reporting best practices and solution tips/tricks.

Completion Criteria

- Core Training and train-the-trainer has been conducted.

Launch

OpenGov will:

- Provide remote, up to eight (8) hours, web conferences, of working sessions to answer any questions following solution acceptance.

Completion Criteria:

- Go Live Support has been conducted.

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Recommended Solution

Vendors should provide detailed information on their proposed solution(s). The information should include recommendations taking into consideration the Department's existing processes, data management methods, and system requirements. Describe how your solution would satisfy the Department's EAMS needs based on provided background information, requirements, current processes and recommended implementation strategies.

The OpenGov Enterprise Asset Management Suite (EAM) is ideally suited to meet the City of Fernley, NV's goals for a modern, integrated, and efficient asset management system. Designed specifically for local government operations, EAM is a cloud-native, Esri-native, and mobile-friendly platform that consolidates asset and work management, enhances transparency, and supports strategic capital planning. This directly addresses the City's stated needs in the RFP, including improved data integration, reduced manual workflows, streamlined asset tracking, and mobile field access.

Fernley currently relies on disconnected systems such as custom GIS workflows, Microsoft files, and paper documentation. These approaches are no longer sustainable, resulting in redundant data entry, fragmented records, and limited insight into asset conditions. OpenGov EAM eliminates these challenges by offering a centralized platform where work orders, asset data, GIS maps, and preventive maintenance schedules are integrated in real-time. The solution includes robust tools for request intake, work order scheduling and tracking, asset inspections, lifecycle forecasting, and cost analysis—many of which can be executed directly from the field using a tablet or smartphone, even offline.

Implementation of the system would follow a structured rollout beginning with planning and discovery sessions, followed by data migration and GIS integration. Configuration and testing would then ensure Fernley's specific workflows are captured within the system. End-user training and user acceptance testing would precede the go-live phase, supported by OpenGov's customer success team. Implementation is typically completed in under six months.

Functionally, OpenGov EAM meets all of the City's core requirements as outlined in the RFP. This includes work and request management, asset condition tracking, preventive maintenance, real-time GIS mapping, inventory control, and mobile operations. It also includes powerful reporting

and analytics tools that support budgeting, performance monitoring, and grant reporting (e.g., FEMA). The system is modular, configurable without custom code, and scalable across departments, making it ideal for Fernley's current and future needs.

OpenGov's native Esri integration ensures seamless map-based workflows, while its Scenario Builder feature empowers agencies like Fernley to conduct capital planning using "what-if" scenarios. The platform also supports integration with third-party systems such as Caselle Clarity, StreetSaver, and internal accounting tools via open APIs. Importantly, OpenGov's pricing model is transparent and includes unlimited user licensing, which eliminates budgeting concerns related to per-seat fees.

Field operations are optimized through the dedicated mobile app, which provides offline support, GIS-enabled task navigation, and the ability to create or update assets and work orders directly from the field. This functionality dramatically reduces the need for manual data entry and ensures data is current across the organization.

Support and training are provided throughout implementation and beyond, with access to online documentation, a dedicated customer success manager, and live support via chat, phone, or email. Training is tailored to Fernley's team and includes guidance on change management and system adoption.

Ultimately, OpenGov EAM will enable the City of Fernley to transition from outdated, disconnected systems to a unified platform that empowers data-driven decision-making, improves field efficiency, and extends the useful life of critical infrastructure. Whether tracking asset conditions, planning capital investments, or responding to citizen requests, OpenGov's Enterprise Asset Management Suite will deliver measurable improvements in productivity, transparency, and service delivery across the Public Works Department.

Costs

Vendors should respond with typical costs for similar implementations. Typical costs should be broken down for software procurement, implementation, maintenance and support, and other system and business costs (i.e., hardware, application software licenses (initial and on-going), third party licenses, etc.). If the proposed solutions are modular in nature, please provide typical costs for each module offered. Describe any suggestions for opportunities to reduce costs for this project. Provide annual costs after implementation.

Cost Proposal

OpenGov's pricing model consists of both a fixed fee annual subscription for the software and a one-time cost for the professional services component. Our Professional Services cost includes all aspects of implementation: Initiation, Best Practices, Configuration, Validation, Deployment, and Project Completion. OpenGov offers an unlimited user, unlimited usage pricing model, meaning customers are not limited to the number of users, logins, dashboards, reports or usage of data. Rather, we charge an annually recurring subscription fee to encourage our customers to utilize the platform, increase adoption throughout their organization, get valuable unlimited usage, and have a predictable annual cost.

Item	Description	Cost	Payment Schedule
Software Services*			
Enterprise Asset Management ("Software Subscription") Unlimited Users	**Platform:** Asset Management Work Orders Resource Management Analytics & Reporting **Domains:** • Facilities • Parks and Recreation • Transportation • Stormwater • Fleet	**$43,982.66**	Annual
Professional Services*			

Software Implementation ("Professional Services")	Initiation, Best Practices, Configuration, Validation, Deployment, and Project Completion of the Above Solutions and Items Outlined in the SOW.	**$65,016**	One-Time
Travel & Expense	Estimated Travel and Expense for On-Site Visits During Implementation	**$2,800**	Billed As Incurred, Not to Exceed
Additional Integrations	Various System Integrations with the City's Current Technology Stack with OpenGov Enterprise Asset Management	**$10,800 - $54,000**	One-Time, Per Integration (Optional)
Historical Data Migrations	Transfer of data from legacy systems into OpenGov Enterprise Asset Management.	**$9,504 - $32,400**	One-Time, Per Migration (Optional)
Supplemental MS4 Configuration	Configuration of the city's MS4 system to manage and monitor stormwater infrastructure and regulatory compliance.	**$8,640**	One-Time
Post-Implementation Training & Support			
OpenGov Resource Center	Online resource of thousands of training videos, white papers, help topics, and more, available 24/7.	**Included**	Annual
Customer Success Manager	Dedicated human resource to support your journey as an OpenGov user with training, adoption, best practices, and general assistance throughout the OpenGov partnership.	**Included**	Annual
Maintenance	Ongoing system enhancements and updates, delivered via the cloud.	**Included**	Annual
Total			
Term 1 (Software Subscription + Professional Services)*		**$108,998.66**	

Term 2 (Software Subscription)	**$46,181.79**
Term 3 (Software Subscription)	**$48,490.88**

All OpenGov contracts include an Annual Software Maintenance Price Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

**Pricing is subject to change based on final scope of solution needs.*

2.1.B Vendor Questions

1. Identify which specific functional requirements, described in this RFP, can be addressed by your product. Explicitly flag any requirements that cannot be met or that would be cost prohibitive.

OpenGov's EAM suite satisfies nearly all the functional requirements outlined in the City's RFP without requiring custom development or third-party software. This suite is purpose-built for local government asset management and is designed to deliver core functionalities such as request management, work order creation, asset tracking, resource management, GIS integration, mobile access, and comprehensive reporting--all of which are explicitly described in the City's RFP as critical components of their desired system.

For request management, EAM supports citizen and staff intake through various channels including smartphone, web, and phone; prevents duplicate requests; and allows multiple tasks and work orders to be associated with a single request. In terms of work management, EAM enables users to create, assign, and complete work on both assets and non-assets, while also supporting project-level costing, prioritization, and automatic notifications—exactly matching the City's expectations. The platform's asset management tools allow for inventory creation, tracking of asset attributes, performance curves, condition-based maintenance triggers, and inspection documentation. These features fulfill Fernley's requirement to optimize asset useful life and perform condition-based preventive maintenance.

Resource tracking within EAM includes full labor, equipment, and materials logging with support for multiple labor rates, unit tracking by time or miles, and inventory management by location, including reorder thresholds and alerts. The suite's mobile app offers online and offline functionality, compatible with iOS and Android devices, and supports asset lookup, work order completion, and inventory management in the field—addressing all of Fernley's mobile access needs. Offline functionality with auto-sync ensures continuity even in areas with limited connectivity.

The system also provides robust reporting capabilities, including standard and custom reports, export to CSV, field-level query and filtering, and map-based visualizations. EAM supports real-time cloud-based data updates and deep integration with Esri GIS, including the ability to display asset layers, perform spatial analysis (e.g., heat maps, proximity analysis), run GIS-based queries, and generate maps based on filtered criteria. This meets all GIS and mapping requirements listed in Appendix A (pages 10–12), including GPS data collection and public-friendly mapping outputs like Average Daily Traffic and Level of Service views.

The solution's interface capabilities align with Fernley's requirements to connect with ArcGIS, manage internal accounting, and integrate with third-party systems such as Caselle Clarity Utility Management and StreetSaver. OpenGov's open API framework allows for easy data exchange with external systems, supporting integration with inventory platforms, pavement management, and financial software. Additionally, EAM supports data migration from legacy systems, offering structured workflows for converting data from spreadsheets, GIS layers, or hardcopy records—fulfilling the City's need to convert historic data into a consolidated, accessible platform.

Most of the features listed in the Functionality Matrix—including managing multi-divisional assets, controlling user permissions, managing facilities maintenance, generating heat map-based reports, and linking LEM costs to unit measures—are natively supported within the EAM suite without requiring costly customization or additional software licenses. The only potential exceptions involve advanced features like voice-actuated data entry for safety purposes or highly specific collision-mitigation symbol overlays tied to traffic "ball-bank indicators." While EAM supports most field-device functionalities, voice recognition and advanced traffic-specific visualizations may require third-party tools or minor integration efforts. These features are not cost prohibitive, but would require evaluation to determine exact scope and complexity.

In summary, OpenGov's Enterprise Asset Management Suite comprehensively addresses all functional requirements set forth in Fernley's RFP, either through core platform features or with minor, non-disruptive integrations. There are no requirements that are entirely unachievable or cost prohibitive based on the current scope. The solution is well-suited to support the City's current and future needs as it transitions from fragmented legacy processes to a unified, modern, and scalable asset management platform.

2. Describe system functionalities that your product provides that the City of Fernley has not listed but should consider.

In addition to meeting all core functional requirements outlined in the RFP, OpenGov Enterprise Asset Management (EAM) offers several strategic capabilities not explicitly listed in the City's RFP--but which should be strongly considered when evaluating long-term system value, user adoption, and operational performance:

1. **Dedicated Customer Success Manager (CSM):** While the RFP mentions general technical support, OpenGov provides each customer with a dedicated Customer Success Manager—a named expert who serves as your strategic partner post-implementation. Your CSM: Works proactively to monitor performance, usage, and adoption. Schedules regular check-ins to optimize the system as your needs evolve. Acts as a liaison between your team and OpenGov's product, engineering, and support teams. Helps drive ROI by ensuring continuous alignment with your department's goals. This level of ongoing, personalized engagement far exceeds a typical helpdesk model and ensures that Atherton's investment continues to deliver value over the long term.
2. **Scenario Planning & Capital Forecasting Tools:** OpenGov EAM includes scenario builder functionality, enabling staff to model the long-term cost of asset decisions—such as deferring maintenance or accelerating replacement. This empowers: Capital planning based on asset condition deterioration curves. Data-driven funding requests backed by lifecycle forecasts. Alignment with CIP priorities, particularly important as your infrastructure portfolio grows. This is a strategic layer missing from many systems focused solely on operational execution.
3. **Out-of-the-Box Integrations with Finance and Permitting:** OpenGov stands out with: Native integration with OpenGov Budgeting & Planning, allowing true cost allocation and planning between Public Works and Finance. Seamless connection with OpenGov Permitting & Licensing for linking permits, work, and inspection history. This ecosystem approach ensures your asset data doesn't operate in a silo and supports broader government efficiency.

4. **Adoption Toolkit and Embedded User Training:** Ensuring system usability across field and administrative staff is a major driver of success. OpenGov includes: An in-app Adoption Toolkit, which embeds guided walkthroughs, tooltips, and on-demand training directly into the platform. No need for separate manuals or user guides—staff learn while using the system. This reduces training overhead, increases user confidence, and helps onboard new employees faster.
5. **Advanced Reporting with Real-Time Dashboards:** OpenGov delivers: Live dashboards with visualizations by department, asset class, status, or funding source. Role-based views to ensure each team member sees exactly what's relevant to them. Easy sharing of performance data with council, residents, or external partners.
6. **Unlimited User Licensing:** Unlike many providers that charge per user, OpenGov offers enterprise licensing with unlimited users, ensuring: Broad adoption across departments without added cost. No bottlenecks for field staff, contractors, or part-time users. This pricing model supports scalability and encourages collaboration. In Summary: While the City's RFP is comprehensive, OpenGov offers several key differentiators not explicitly required—but critical to long-term success: Strategic, proactive support via a dedicated CSM Scenario planning for capital forecasting Cross-departmental integration with finance and permitting Embedded training tools to boost user adoption. Live dashboards for real-time insight Unlimited users to support all stakeholders. These elements ensure the City doesn't just implement a system--but adopts a sustainable, high-performing asset management strategy.

3. Describe how your system integrates historic data from management systems operated prior to the launch of the system (i.e., Is there a data migration process to move data to the new system or is the recommendation to leave the previous system operational to support data integration?) and describe the anticipated complexity of this effort.

OpenGov's process to convert data from legacy systems into OpenGov Asset Management includes the following activities:

- Obtain the legacy database from the City

- Conduct an initial review of the database
- Meet with City to ensure alignment on the process and outcome of the conversion.
- Map the fields of the legacy database with their corresponding fields in Asset Management
- Meet with the City to review the field mapping output.
- Convert the data into the Asset Management sandbox
- Review the conversion with the City
- During the train-the-trainer event, show the City how to QC its data
- Provide the City with a 7 - 9 week period to test the sandbox instance of Asset Management, including QC of the converted data.
- Update the field mapping, if necessary.
- Review updated field mapping with the City, if necessary.
- Perform final data conversion into the production instance of Asset Management.

During requirements gathering, OpenGov staff will lead discovery around existing data sources, including GIS, spreadsheets, and any conversion from third-party systems listed in the scope of work. OpenGov will make best practice recommendations on how and why legacy historical data should be converted, and to where. This typically includes recommendations on asset data, work history, request history, inspection history, and any attachments. These recommendations will be driven by data integrity, data fit, and frequency in which reporting on historical data is needed.

The Data Solutions Engineer will work with the City to map data fields for both the data conversion and the integrations that will feed data fields in the sandbox site. The Data solutions Engineer will convert those data and create the integrations for training and testing by the City. Upon completion of the project, the Data Solution Engineer will deliver the final integration documentation to the City. This process is estimated to take approximately 15-20 hours for the customer.

4. Describe architecture used to develop and host your application. Describe programming languages, application layer, database layer, web services layer.

All programming for OpenGov Asset Management is done in the latest edition of C# with dedicated product and programming teams who design, code review, and code test all our new releases and features added in OpenGov Asset Management and OpenGov Asset Management mobile application.

At the core of the system is a Microsoft SQL Server database, which manages structured data related to assets, work orders, resources, and requests. This database layer also supports GIS-enabled tables, relationships, and indexing to handle complex and large-scale datasets efficiently.

The suite includes a comprehensive RESTful API that facilitates seamless integration with external platforms such as Esri, financial systems, and customer relationship management tools. These web services support secure access via OAuth, enabling authorized applications to read, write, and manage data across modules.

OpenGov's Asset Management suite integrates deeply with Esri ArcGIS, allowing users to synchronize data bi-directionally with feature layers, use web maps for asset visualization, and maintain compatibility with both ArcGIS Online and ArcGIS Enterprise Portal. The system is accessible via a fully responsive web application as well as through OpenGov One, a mobile-optimized progressive web app built with the Ionic and Angular frameworks. OpenGov's mobile app supports both online and offline usage, making it ideal for field operations.

Security and authentication are prioritized through support for Active Directory, LDAP, SAML-based single sign-on, and OAuth 2.0. Role-based access control ensures users only see the data relevant to their roles and permissions. This architecture empowers organizations such as municipal public works departments to efficiently manage assets like parks, water infrastructure, and signage, conduct inspections, create work orders, visualize asset data on maps, and integrate operational records with financial systems.

5. Describe how your system leverages GIS to satisfy requirements for work assignment and completion, personnel and team assignment, equipment assignment and scheduling, and asset maintenance scheduling.

OpenGov's Asset Management suite leverages GIS technology as a core component to streamline and optimize asset and work management operations. Through deep integration with Esri's ArcGIS platform, users can visualize assets, tasks, and work orders directly on interactive maps, enabling spatial awareness that significantly enhances decision-making. For work assignment and completion, GIS layers display asset locations and associated tasks, allowing supervisors to assign work geographically, reducing travel time and increasing efficiency. Personnel and team assignments are informed by spatial data, helping managers deploy the nearest or most appropriate crew to a job site based on location and workload. Equipment scheduling also benefits from GIS visibility, as assets and available equipment can be mapped and aligned with specific maintenance or repair needs, ensuring the right tools are assigned where they are most needed. For asset maintenance scheduling, GIS supports preventative maintenance by enabling scenario planning and scheduling based on asset condition, usage patterns, and geographic clustering. This spatially-driven approach ensures that maintenance is proactive, efficient, and aligned with organizational priorities, reducing downtime and extending the service life of critical infrastructure.

6. Describe your company's approach to software revisions, updates and patching.

OpenGov has updates/releases every six weeks, which add new capabilities, enhancements of existing capabilities, and to address minor product improvements and bug fixes. OpenGov Asset Management upgrades are delivered via AWS, meaning that these are deployed without any interruption of service for end users. Mobile app updates are released more frequently based on any iOS or Android updates for mobile users. We also have a hotfix process in place to rapidly address and deploy fixes for issues related to data corruption, system outages, or workflows that don't have a workaround.

Our maintenance window is every Friday from 9:00 p.m. to 12:00 a.m. CST (but maintenance typically only takes around 15 minutes). City should reasonably assume that their site might be down for a prolonged period of time during that window. For any upgrades, City will receive multiple notifications from us on when their test and production site will be upgraded. Also, City will see a notification in OpenGov Asset Management that the site will be upgrading on a certain day/time. For hotfixes or any system maintenance, City is not notified, unless it's a zero-day vulnerability and we need to patch the servers during the week.

As updates are released, the applicable documentation is updated. Additionally, the Customer Service Manager assigned to City will provide training on new releases as they occur.

7. What is your change management process for on-premise vs hosted (cloud)?

Our solution is deployed as a hosted (cloud-based) solution for City in a secure, hosted environment through AWS, which offers the highest level of cloud security and encryption, and is only available to government customers and organizations in highly regulated industries.

OpenGov Asset Management is a cloud-based offering and is only available as a Software-as-a-Service (SaaS). This not only saves the City IT costs but reduces support and upgrade consistency issues. One of the greatest benefits and differentiators of OpenGov is that our SaaS delivery model means that customers get software that continuously improves and will never reach “end of life.”

Our cloud-hosted environment offloads nearly all change management responsibilities to OpenGov, allowing customers to focus on usage and adoption rather than technical execution.

8. Assuming cloud solution, describe your system methods to acquire/download City data for analysis and reporting.

In OpenGov's **Enterprise Asset Management suite**, customers can acquire and download data for analysis and reporting through several built-in system methods. These include **native export tools**, **advanced reporting features**, and **API access**—each of which supports different levels of data granularity, formatting, and automation depending on user needs.

For everyday operational reporting, users can export data directly from the **List View** using the **"Create Export"** function. This allows exporting filtered asset or work order data to common formats like Excel or CSV. Exports can be tailored through filtering and sorting options, so users only extract relevant datasets for external analysis.

For structured report generation, the suite offers a **Report Designer** (both Basic and Advanced), which allows users to create visual, tabular, and cross-tab reports. These reports can then be exported as PDFs or Excel files using the **Report Viewer**, and this process supports the automation of regular exports for offline analysis.

Additionally, users have access to **Audit Recordset Exports**, which allow downloading transactional-level data including modifications, deletions, and additions across system records for compliance or advanced analytics use cases.

For more technical integrations and bulk data extraction, the suite supports a **REST API**, which offers endpoints for securely accessing asset, work order, labor, and resource data. The API supports data retrieval in JSON format and includes endpoints for authentication, metadata discovery, business object structures, and file attachments.

These methods collectively enable OpenGov cloud-hosted customers to extract data for external business intelligence tools, automate performance reporting, and support audits or capital planning activities using accurate, real-time operational data.

9. Describe data conversion issues with your product typically encountered with installation, man-hours to complete, and database/data resolution based on prior system conversions.

Data conversion is very common and easy to accomplish via either the embedded import/export tool within OpenGov Asset Management, or with the help of our professional services team. Complications may arise if the legacy software does not provide easy access to data.

10. Describe staffing plan to implement, train, support and administrate your proposed solution. Identify key roles and responsibilities. Include both vendor and City resources.

OpenGov's implementation approach involves a detailed requirement gathering workshop where roles, processes, and functions are documented in accordance with the requirements provided by the County. This includes defining goals, configuring roles, layouts, assets, and providing training for the core team. The implementation phases also involve a project kick-off call with stakeholders and engaging with the County's project team to introduce the solution. Post-implementation, a Project Retrospective is conducted to review goals and gather feedback for continuous improvement.

During the implementation, OpenGov provides services for System Design Configurations, Deployment, Documentation, Testing, and Training. The methodology follows five key focus areas: Project Initiation, Best Practice Review, Configuration, Validation, and Go-live. Each phase involves specific activities and deliverables that align with the County's requirements.

OpenGov also recognizes the importance of customer involvement and defines the level of involvement required from the County's stakeholders, Project Manager, subject matter experts, and GIS IT staff during different phases of the project.

The roles and responsibilities of the County's project team are as follows:

- **Executive Sponsor:** Provides strategic direction and support for the project, and ensures alignment with organizational goals.
- **Project Manager:** Oversees the project, coordinates with all team members, and ensures that the project is progressing as planned.
- **Project Lead:** Leads the project team, coordinates tasks, and ensures that all team members are working towards the project goals.
- **Data and Systems Lead:** Responsible for managing the data and systems related aspects of the project, including data migration, system configuration, and testing.

OpenGov will assemble a dedicated project team to ensure the successful deployment of work to the City of Fernley, NV. Our team comprises experienced professionals with a background in

government and substantial expertise in public sector SaaS deployments. Below is a graphic explaining the core and extended project teams followed by a more in depth Roles & Responsibilities matrix outlining the specific duties and accountabilities of both OpenGov and City of Fernley, NV



OpenGov

Role

Role Description

Executive Sponsor (“ES”)

Responsible for ensuring alignment on project value proposition and vision. Escalation point for Customer Executive Sponsor to mitigate any risks that the project team cannot resolve. Executive Sponsor attends monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.

Project Manager ("PM")

Responsible for the delivery of the professional services based upon the agreed upon contract and Statement of Work within the budgeted hours and timeframe. Ensures the project is properly forecasted, assigns tasks/resources, and tracks toward project completion. Holds executive steering committee meetings and/or quarterly business reviews as appropriate to ensure project issues are properly escalated and success is achieved. Facilitates the transition to support.

Implementation Analyst ("IA")

Responsible for helping Customer configure OpenGov's product suites as assigned. The IA is the primary consultant, guiding Customer through configuration working sessions to put together successful workflows.

Technical Consultant ("TC")

OpenGov Technical Consultants will engage in strategy, design, and execution discussions internally and with Customer during the deployment. The Technical Consultant has a specific area of expertise, and depending on the scope of the project more than one TC may engage. The TC will not be on all working sessions, but will be involved per the direction of the OpenGov Project Manager.

Data Solutions Engineer ("DSE")

Responsible for migrations, conversions, and integrations as assigned. Responsible for providing clear direction on specifications to ensure proper delivery of migration, conversions, and integrations. Clear data mapping and data validation to be provided with customer sign-offs obtained by the OpenGov Project Manager.

Solution Architect ("SA")

Responsible for leveraging domain knowledge and customer expertise to architect deployment solutions. This involves understanding and addressing customer requirements, designing solutions aligned with business needs, and identifying opportunities for best practices and standard libraries. They work closely with Product and Engineering to architect scalable solutions, manage customer expectations and drive solution adoption through change management are also key aspects of the role.

Customer

Role

Role Description

Budget Owner (“BO”)

The Customer Budget Owner commits the funds to the project deployment, assesses the value to the cost (ROI), and approves changes orders. In some cases, the Budget Owner and Executive Sponsor are the same person.

Executive Sponsor (“ES”)

Responsible for ensuring Customer team is aligned to core project value proposition and goals. Able to intervene if the project goes off track, and has ability to make decisions on timeline and budget when decisions are stalled. The Executive Sponsor is not expected to regularly attend deployment working sessions. Executive Sponsors, attend monthly executive meetings to review deployment status, documented issue list, status and closure summary.

Project Manager (“PM”)

Serves as the primary contact for OpenGov Project Initiation, Best Practice Review, Configuration, Validation, Deploy, Project Completion. Coordinates meetings and schedules. Controls communication between the Customer and OpenGov project teams.

Project Lead (“PL”)

Is an internal Subject Matter Expect in the functional area of deployment. Attends working sessions, trainings, and responsible for reviewing configurations. Primary OpenGov counterpart will be the IA.

Data and Systems Lead ("DSL")

Responsible for mapping out data infrastructure and validating migration, conversion, integration requirements. Someone who is able to connect OpenGov team with any of Customer's third-party data sources and vendors as needed to fulfill SOW requirements.

Please see the Sample Statement of Work included with our proposal for the full scope of our deliverables and approach.

11. Describe your system methods used to attach and store media files associated with work activity.

The user can utilize the camera on the device to attach photos or videos taken on the device, or stored in the device's photo library. Every record in OpenGov Asset Management can have multiple attachments associated with it. Various formats can be used, such as .jpg, .tif, .pdf, .dwg, and .mp4. Users may upload and attach documents directly into the system. The Project Home stores common files in a central location. This setting locates files for all database users. To maximize usability, all reports. import/export formats, other documents and attachments must exist in the Project Home location.

12. Describe your systems capability to utilize mobile devices for data creation, attribute read and update activities in connected and disconnected environments.

OpenGov Asset Management provides options for mobile access and is platform-agnostic, functional with both iOS and Android devices. OpenGov Asset Management's mobile app is designed specifically for those in the field. Data entry is clear and easy, encouraging mobile crews to use the tools that make them more productive.

13. Describe how your system tracks labor hours, equipment charges and materials incorporated for a specific asset, work order, and roadway.

Our asset management functionality provides the capability to track any type of asset including signs, signals, pavement segments, hydrants, sewer mains, storm pipes, fleet, facilities, and many more. All asset applications also integrate with OpenGov Asset Management's work management functionality to associate work activities, costs, and resources.

14. Describe how your system supports decisions relating to defined level of service criteria for each asset inventory feature.

OpenGov Asset Management does this in a number of ways so it can alert staff to these issues and address them. First, Asset Management is a highly configurable system providing organizations with internal toolsets, including Automation Manager. An administrator who sets up workflows can analyze what staff is doing and use the Automation Manager functionality to record the results of this analysis (recognizing redundancy) and create automated actions in the system to make staff assignments more efficiently. Automation actions include:

- Send an email notification
- Create record(s)
- Edit existing record(s)
- Verify a field value and display an error message if necessary
- Perform a calculation and set a field value

The City of Fernley, NV can set up automatic alerts using this functionality to determine if you are missing and/or outside SLA thresholds, identifying assets that are near health thresholds (OCI).

Second, the Analytics Dashboard, the one-stop-shop to get quick access to the data you care about most, in real time. The Analytics Dashboard is built your way–you choose the data you want to see and customize how you want to see it. Our Analytics Dashboard is easy to use and customizable by role. You can create your own gadgets that track KPIs with just a few clicks.

Estimated Overall Condition Index (OCI) is calculated nightly and can give the City of Fernley, NV real time conditional values for all of your assets.

Lastly, Asset Management's ability to push work into GIS provides the City of Fernley, NV the ability to leverage Asset Maangement Work and Condition information within an Esri operational dashboard.

15. Does your system include 24/7 customer service operations to minimize downtime? This system will be considered critical for The City of Fernley services and response.

Yes, in addition to our Standard Support Services, OpenGov offers Premium Support to help organizations on their journey to successfully adopt OpenGov's solution suites. With Premium Support, increased Service Level Agreement (SLAs) mean that we start working on urgent requests even on weekends. In the spirit of addressing problems quickly, Premium Support's designated OpenGov contact builds a relationship with you and understands your organization and the nuances of your OpenGov application setup.

16. How are customers managed within your system? Can they be classified internal? External?

In the OpenGov *Asset Management suite*, customers are managed as requesters within the system and can indeed be classified as **internal** or **external**, depending on their role and the organization's needs.

Customer Classification and Management

1. **Internal Customers**:
    - Typically staff or departments within the same organization.
    - Managed using the **Internal Request System**.
    - Internal requesters can submit service requests, often without needing to provide full contact details since they're authenticated via internal systems (e.g., Single Sign-On).
    - Administrators can configure internal request types, auto-assign roles, and limit access based on user roles or departments.
2. **External Customers**:
    - Typically members of the public or external agencies.
    - Managed through public request portals or Open311 integrations.
    - Can be manually added or imported into the system.
    - Their data (contact information, history of requests, etc.) is stored securely for follow-up and performance reporting.

Management Tools and Features:

- **Requester Profiles** store details such as contact info, request history, and preferred communication channels.
- **Role-Based Access Controls (RBAC)** define who can submit, view, or manage requests—ideal for internal/external separation.
- **Request List Views** can be filtered by requester type, issue, or location.
- **Audit Logs** track customer interactions and response timelines, supporting transparency and compliance.

This dual classification ensures that organizations using OpenGov can efficiently manage both resident-facing services and internal operations, all within the same platform.

17. How are requests for service managed within your system? How configurable is this functionality? How are duplicate requests managed?

The OpenGov Asset Management suite allows users to track and manage service requests received through multiple channels, including web portals, phone calls, and emails.

The Request system within the OpenGov Asset Management suite enables users to log service requests manually. Citizens can automatically add issues through the Constituent Relationship Management (CRM) module. Users can manually create requests in the system via the browser interface or mobile app, which is ideal for phone or in-person requests.

Each request is recorded with essential details such as request type, requester information, location, and attachments. Requests can be configured to automatically create tasks or route to specific departments or queues based on predefined rules. Administrators can also configure the system to prevent duplicate requester entries and set up field-level validations to improve data integrity.

For enhanced efficiency and automation, notifications can be triggered when new requests are submitted, updated, or closed. These can be delivered through email or internal notifications, ensuring teams stay informed regardless of the channel through which the request originated.

18. Is your product scalable (i.e. if you have multiple modules/components, can they be used independently)?

OpenGov Asset Management is fully scalable and designed to grow with the needs of the City of Fernley, NV . In addition to several levels of functionality in the OpenGov Asset Management versions, the City can choose to add department and asset types as the project goes forward.

19. To what extent is your solution customizable and what level of skill and training is required to do so?

OpenGov is a commercial-off-the-shelf (COTS) solution, which means it's configurable off the shelf. This implies that all aspects of system configuration are available to the end user or

administrator through a functional, streamlined user interface. During implementation, system administration training will be a key focus, which will empower the City of Fernley, NV , post-implementation, to add, modify, or remove system configurations as needs and workflows evolve. This also includes integration, which can be managed through user interfaces for API calls, scheduled import tools, or webhooks.

20. Does your solution allow for map services to be hosted either through AGOL service or locally?

Our solution supports hosting map services both via ArcGIS Online (AGOL) and locally. The solution includes bi-directional integration with Esri GIS, which enables agencies to connect EAM with ArcGIS Online or ArcGIS Enterprise (i.e., local/portal deployments) depending on their architecture and preferences. Our cloud-hosted environment does not restrict the use of locally hosted map services. The City can continue to manage and serve their own map layers (e.g., via ArcGIS Enterprise) while integrating them with our EAM suite. Our solution does not require the maps to be hosted in AGOL.

21. Does your solution provide a map interface with the capabilities to view assets, search, pan, zoom etc., and access asset attributes? Other capabilities?

Yes, the OpenGov *Asset Management suite* provides a comprehensive map interface with robust capabilities designed to support field and office users. Built on deep integration with Esri's ArcGIS platform, the map interface allows users to view all assets spatially, making it easier to understand asset locations and conditions in real-world context.

Users can **pan, zoom, and search** the map to quickly locate specific assets or areas. The map supports **layer filtering** and **symbology customization**, enabling users to toggle visibility of asset types, conditions, or statuses. When users select an asset on the map, they can access **full asset attributes** via the detail view, including condition history, maintenance logs, attachments (like photos and PDFs), and relationships to other assets or components.

Additional capabilities include:

- **Task and work order visualization**: View tasks directly on the map, associated with the assets they pertain to.
- **Component/container relationships**: View and manage component assets nested within larger container assets (e.g., HVAC units within a facility).
- **Offline map support**: Cartegraph One (the mobile field app) allows users to **download offline maps**, maintaining map functionality in disconnected environments.
- **Custom basemaps and layer integration**: Organizations can integrate their own Esri-hosted or linked map layers, including aerial imagery or utility networks.

These capabilities provide powerful spatial context that enhances asset lifecycle planning, resource deployment, and real-time field operations.

22. How does your solution interface support associating assets (single or multiple) with specific work activities?

The OpenGov Asset Management suite supports associating assets—whether single or multiple—with specific work activities through an intuitive and flexible user interface designed to streamline asset-to-task relationships.

Within the task or work order creation process, users can associate one or more assets by searching, filtering, or selecting them directly from a list or GIS map view. This selection is supported by robust filtering tools, including asset type, location, and condition. Once assets are selected, the interface enables users to either assign them to existing tasks or create new tasks where the selected assets become linked contextually to that activity.

Additionally, the system supports:

- **Bulk asset-to-asset associations** using list view operations.
- **Container-component logic** for facilities, allowing association of grouped assets (e.g., HVAC units on a specific floor) to broader maintenance or inspection tasks.

- **Workflow automation** that can generate tasks based on asset triggers, conditions, or schedules, linking the appropriate assets to each generated task automatically.

These capabilities make it easy for users to manage large volumes of asset-related work activities with precision and traceability.

23. How does your system publish work activities for ArcGIS consumption?

OpenGov's Asset Management suite publishes work activities for ArcGIS consumption through its built-in GIS integration capabilities, which support both synchronous and bi-directional communication with Esri's ArcGIS platform. Specifically, work activities—such as tasks, inspections, and work orders—can be associated with spatial assets and linked to ArcGIS feature layers. This enables organizations to publish these activities as feature services in ArcGIS Online or ArcGIS Enterprise, allowing for real-time visibility within Esri maps and dashboards.

The solution accomplishes this through the following mechanisms:

3. **GIS Associations:** Work activities are linked to Esri features using GIS associations that maintain a relationship between OpenGov records (such as tasks) and the corresponding spatial features in ArcGIS.
4. **Web Feature (WFS):** OpenGov can expose work activities as feature layers that ArcGIS can consume via WFS, allowing users to view, filter, and analyze tasks directly within ArcGIS maps.
5. **Real-Time Sync:** The system uses scheduled processes or automation to push updates (e.g., task status, assigned resources, dates, or costs) from OpenGov to ArcGIS, ensuring the GIS data reflects current field activity.
6. **Layer Management:** Administrators can configure which OpenGov fields are shared to ArcGIS and control symbology or labels using ArcGIS settings, enabling field crews and analysts to understand what work is happening and where.

This integration not only improves coordination between departments but also supports enhanced transparency and public-facing map layers when required for reporting or community engagement.

24. Describe how data backup is provided

Backup data is provided in .db format.

25. Describe availability of backup data for download.

Included in our base price is two database downloads per year of backup data, provided in .db format. The City of Fernley, NV can also export any data from our data screens on demand.

2.1.C. Software Capabilities

Please see Attachment A Functionality Matrix below.

Appendix A
FUNCTIONALITY MATRIX

- **Placing a "Y" in the Core column indicates that the functions are contained in the core system.**
- **Placing a "Y" in the Custom column indicates that a custom modification will be required.**
- **Placing a name in the "3rd Party" column indicates that the function(s) will be provided by the 3rd Party software named.**

Asset Information / Reporting / Accessibility of Information	Core	Custom	Named 3rd Party
Ability to correlate various tracking numbers to assets, (i.e. work orders, inventory numbers, part numbers, employee numbers, vehicle/equipment inventory IDs, condition ratings, etc.).	Core		
Ability to track labor, equipment and materials (LEM) utilized towards an asset(s), on a daily basis.	Core		
Ability to query and filter all fields within the system for quick reporting.	Core		
Ability to develop customized reports and queries.	Core		
Ability to generate work plans and budgets, and to produce reports of budgetary expenditures.	Core		
Ability to provide asset financial and replacement analyses for planning and budgeting purposes.	Core		
Ability to manage assets from multiple divisions (i.e. Streets & Storm Drains, Fleet, Parks, Facilities).	Core		
Ability to restrict access or permissions based on user roles and responsibilities.	Core		
Ability to run reports based on highlighted, or "heat spots", on map.	Core		
Ability to track asset type, model, vendor, warranties, installation year.	Core		
Ability to run reports that link cost (LEM) to unit of measure for work completed.	Core		
Ability to track and manage facilities maintenance.	Core		
Ability to display work order activities on a map.	Core		
Ability to manage material inventories at various locations.	Core		

Ability to develop thresholds trigger alerts (i.e. vehicle collisions).	Core		
Ability to link as-built drawings, photos, videos, permit information, resolutions/ordinances to assets.	Core		
Ability to generate before/after vehicle collision reports.		Custom	
Ability to correlate traffic “ball-bank indicator” information to roadway signage data.		Custom	
Ability to transfer existing data to new EAMS without high degree of data manipulation.	Core		
Scheduling	**Core**	**Custom**	**Named 3rd Party**
Ability to create annual maintenance schedules based on asset condition and defined levels of service.	Core		
Ability to create daily dispatch schedules for multiple Crews including LEM.	Core		
Ability to customize schedules based on predetermined routine or prioritized maintenance intervals.	Core		
Mapping/GIS	**Core**	**Custom**	**Named 3rd Party**
Ability to display asset data in GIS, including the ability to overlay various map layers from each division.	Core		
Real-time display of work being performed (i.e. Telematics, GPS locators on vehicles).	Core		
Perform GIS analysis (i.e. heat maps, proximity analysis, field calculations, buffering, etc.).	Core		
Ability to present various reports or query information in GIS.	Core		
Ability to create maps based on pre-defined or filtered criteria (at user level).	Core		
Provide maps symbolizing various assets.	Core		
GPS data collection for all assets.	Core		
Collision mitigation tied to work orders on map.		Custom	
Show specific symbols tied to collision type on map.		Custom	
Creation of accessible and user-friendly maps for public viewing (i.e. Average Daily Traffic, Level of Service, etc.).	Core		

Other Interfaces	Core	Custom	Named 3rd Party
Reliable, easy way to connect TV van inspections or storm drain assets to main database system.	Core		
Ability to interface with Arc GIS.	Core		
Ability to manage internal accounting.	Core		
Ability to interface with inventory system (materials and equipment).	Core		
Ability to interface with a Street Saver Pavement Management System.	Core		
Ability to interface with Caselle Clarity Utility Management.	Core	Custom	
Field Devices	**Core**	**Custom**	**Named 3rd Party**
Ability to utilize mobile devices to download and upload data while in the field.	Core		
Ability to integrate with mobile devices for both Apple and Android based products.	Core		
Real-time updates when entering data with tablets in the field.	Core		
Voice actuated recognition data entry (safety-prevents typing while driving).	Core		
System accepts GPS devices for field crews.	Core		
Ability to access asset video or other asset documentation in the field.	Core		
Ability to work off-line when 5G connection is not Available with automatic update when back in service.	Core		
Ability to geo-locate a user in the field.	Core		

OpenGov's Master Services Agreement

OpenGov acknowledges the terms provided with the solicitation as a starting point for negotiations between the parties and asserts that acknowledgment of the terms is not binding upon the parties. OpenGov makes no commitments to accept or be bound by any terms and conditions included in the solicitation. Nothing in this solicitation response serves as a waiver of OpenGov's right to negotiate any terms included. OpenGov's entire proposal is conditioned on and subject to the terms and conditions of OpenGov's Master Services Agreement (MSA) included as part of this solicitation response and will become part of the negotiation between the parties.

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer named in the signature block below ("Customer"). This Agreement, which becomes effective when fully executed (the "Effective Date"), sets forth the terms and conditions under which OpenGov will provide its products and services to Customer.

1. Definitions

1.1. "Customer Data" means the data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record), including any data transmitted through the Software Services.

1.2. "Documentation" means any written, electronic, or online materials produced by OpenGov, and made available to Customer in connection with the Software Services, including user guides, training materials, FAQs, and technical support content, but excluding Product Documentation.

1.3. "Intellectual Property Rights" means all past, present, and future intellectual property rights including those associated with works of authorship, copyrights, moral rights, trademarks, trade names, trade secrets, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

1.4. "Order Form" means the document(s) separately executed by the parties or attached as an exhibit, that specifies the Software Services and the Professional Services that OpenGov will provide to Customer. All such Order Form(s) are incorporated into this Agreement by reference.

1.5. "Product Documentation" means the technical specifications that describe the features, functionality, configuration, and intended operation of the Software Services located at https://opengov.my.site.com/support/s/agreement-product-documentation, which is incorporated into this Agreement by reference.

1.6. "Professional Services" means the implementation, configuration, training, consulting, or other professional services provided by OpenGov or its authorized partners, and identified in the applicable Statement of Work.

1.7. "Software Services" means the commercial-off-the-shelf software products and services provided by OpenGov and identified in the applicable Order Form.

1.8. "Statement of Work" or "SOW" means the document(s) separately executed by the parties or attached as an exhibit to this Agreement or any applicable Order Form, that specifies the Professional Services that OpenGov will provide to Customer. All such SOW(s) are incorporated into this Agreement by reference.

2. Software Services and Professional Services

2.1. Software Services.

2.1.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Software Services.

2.1.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide the applicable level of support in accordance with the Support and Software Service Levels located at https://opengov.com/service-sla, which is incorporated into this Agreement by reference.

2.2. Professional Services.

2.2.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Professional Services, if applicable. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

2.2.2. Travel Expenses for Professional Services. Travel expenses, if any, will be set forth in the applicable Order Form or SOW. Any additional travel expenses shall be subject to Customer's prior written approval and will be reimbursable by Customer.

3. Restrictions and Responsibilities

3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not knowingly or negligently, permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any personal, sensitive, or personally identifiable information to OpenGov in a manner that violates Customer's obligations under the Data Processing Addendum.

3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers, third-party software systems of record, and application programming interfaces needed to connect to, access, or otherwise use the Software Services. Customer shall also be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, in accordance with industry standards, and (c) all uses of Customer user accounts by any party other than OpenGov. OpenGov is not responsible for the operation, support, or security of any third-party software, systems, or services

not provided by OpenGov.

3.3. Data Processing Addendum. To the extent OpenGov processes any Customer Data that contains personal information, personally identifiable information, or sensitive personal information on behalf of Customer in the course of providing the Software Services and Professional Services under this Agreement, the parties agree to comply with the terms of the Data Processing Addendum, located at https://opengov.com/data-processing-addendum, which is incorporated into this Agreement by reference.

4. Intellectual Property Rights; License Grants; Access to Customer Data

4.1. OpenGov's Intellectual Property Rights. OpenGov exclusively owns and retains all right, title, and interest to the Software Services, Professional Services, Documentation, and Product Documentation, including all Intellectual Property Rights therein. This includes, without limitation, all underlying technology, software, user interfaces, visual design elements (such as the "look and feel"), custom fonts, graphics, workflows, button icons, and any derivative works (e.g., enhancements, modifications, or corrections), including but not limited to those that are created in connection with or through the use of the Software Services, Professional Services, Documentation, or Product Documentation. Customer may not reproduce, modify, distribute, or create derivative works based on any part of the Software Services, in whole or in part, without OpenGov's prior written consent.

4.2. License Grant to Customer. OpenGov grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Software Services, Documentation, and Product Documentation during the Term for its internal use and the purpose as described in this Agreement. No additional rights or licenses shall be deemed granted.

4.3. Customer's Intellectual Property Rights. Customer retains all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer grants OpenGov and its authorized partners (such as cloud hosting providers) a non-exclusive, royalty-free license to access, use, store, edit, reformat and otherwise process Customer Data for the purpose of providing, maintaining, developing, and improving OpenGov's products and services.

4.4. Aggregated and Anonymized Data. Customer agrees that OpenGov and its authorized partners may use aggregated and anonymized data derived from Customer Data to provide, maintain, develop, and improve OpenGov's products and services, to provide general customer service support and improvements, and to perform data and usage analytics. Any insights, developments, or improvements arising from such aggregated, anonymized data shall be owned by OpenGov.

4.5. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. For a period of 30 days after expiration of the Term, Customer may request that

OpenGov complete a one-time transfer of Customer Data in a format customarily used in the industry at OpenGov's then-current hourly rate.

4.6. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.6, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement, in accordance with the notice requirements set forth in Section 10.2.

4.7. Feedback. "Feedback" means any suggestions, comments, ideas, recommendations, usage, or other input provided by Customer to OpenGov regarding the services. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use such Feedback in the Software Services, Professional Services, Documentation and Product Documentation. OpenGov will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to any improvements, modifications, or derivative works to the Software Services, Professional Services, Documentation or Product Documentation that are based on or derived from such Feedback.

5. Confidentiality

5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, Documentation, and Product Documentation.

5.2. Confidential Information does not include information that: (a) was publicly known or becomes publicly known through no breach of this Agreement by the receiving party; (b) is required to be disclosed upon request under any applicable federal, state, or local public records laws; (c) Customer expressly directs OpenGov make publicly available; (d) was lawfully known to the receiving party without restriction on disclosure before receipt from the disclosing party; (e) is disclosed to the receiving party by a third party who has the right to make such disclosure without restriction; or (f) is independently developed by the receiving party without access to the disclosing party's Confidential Information.

5.3. Each party agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law, subpoena, or court order, it must, to the extent legally permitted, promptly notify the other party in writing prior to the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

6.1. Agreement Term. This Agreement begins on the Effective Date and will remain in effect until the termination or expiration of all active Order Forms entered into under this Agreement ("Term"), unless earlier terminated pursuant to this Section 6.

6.2. Renewal. Each Order Form shall automatically renew for additional terms equal in duration to its initial term (each, a "Renewal Term"), unless either party provides written notice of non-renewal at least 30 days prior to the expiration of the then-current term.

6.3. Termination for Cause. If either party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party, the non-breaching party may terminate this Agreement.

6.4. Termination for Non-Appropriation. If required by applicable law, Customer may terminate this Agreement if it does not appropriate funds for a future fiscal year. In order to terminate for non-appropriation, Customer must provide at least 30 days' prior written notice, provided it is after the first full year of the Agreement. Obligations to pay fees are non-cancelable, and payments are non-refundable. This section may not be used as a substitute for termination for convenience.

6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all of the Software Services and Professional Services for the then-current annual term; (b) OpenGov shall stop providing the Software Services and the Professional Services to Customer; and (c) with the exception of Customer Data, the return and deletion of which are addressed in Section 4, each party shall, upon request of the other party, return or delete any of the other party's Confidential Information.

7. Payment of Fees

7.1. Fees; Invoicing; Payment; Expenses.

7.1.1. Fees. Fees for the Software Services and Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days of receipt. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable, except as expressly provided in Sections 8.1.2 and 8.1.3.

7.1.2. Annual Software Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year or as otherwise agreed upon in the applicable renewal Order Form.

7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW or Order Form as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Receipts shall be provided for the travel expenses listed on the invoice.

7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law: (a) Customer will owe a late interest penalty of the maximum rate permitted by law; and (b) if Customer's account remains delinquent (with respect to payment of an undisputed invoice) for 10 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such service suspension based on such Customer's delinquency.

7.3. Taxes. Each party is responsible for the tax effects this Agreement imposes upon it. If Customer is tax-exempt, it will provide OpenGov its tax exemption certificate.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of the Professional Services pursuant to the applicable SOW to receive such warranty remedies.

8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the then-current Product Documentation. The foregoing warranty does not apply to (a) any Software Services that have been used in a manner other than as set forth in this Agreement, or (b) any pre-release features, functionality, or beta software services that Customer elects to use in the beta phase of development. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the Agreement and will be entitled to a refund of the pre-paid, unused portion of the fees from the date of the discovery of the defect. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect to receive such warranty remedies.

8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement and (b) OpenGov's use of Customer

Data pursuant to this Agreement will not infringe, violate or misappropriate Intellectual Property Rights of any third party.

8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims arising out of fraud or willful misconduct by either party; (b) either party's infringement of the other party's Intellectual Property Rights; (c) breach of obligations under Section 3.1; and (d) payment obligations under this Agreement.

9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply.

10. Miscellaneous

10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov,

Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.

10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.

10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5. Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this Agreement, due to any events beyond its reasonable control, including but not limited to acts of god, acts of governmental authority, war, riot, labor disputes, failures of performance by any third-party services, utilities, or equipment failures, or any other events beyond the party's reasonable control. Notwithstanding the foregoing, Customer shall remain obligated to perform its obligations under Section 7.1.1.

10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

10.7. Survival. The following sections of this Agreement shall survive termination or expiration: Section 5 (Confidentiality), Section 7 (Payment of Fees), Section 4.6 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability), and Section 10 (Miscellaneous).

10.8. Assignment. There are no third-party beneficiaries to this Agreement. Neither party may assign, or otherwise transfer this Agreement without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.

10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.

10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of

Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.

10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each party. No third parties are authorized to modify this Agreement. If there is a conflict between this Agreement and any other attached or incorporated document, the terms of this Agreement will control unless expressly stated otherwise.

Customer:	_____	**OpenGov, Inc.**	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Brenda Gosser**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes: X	No:	Yes: X	No:	520-810-320

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible action to approve Amendment C of the Lumos & Associates contract for the East Lift Station Improvements Project in the amount of $12,000.00

AGENDA ITEM BRIEF:

City staff is requesting approval to amend the contract with Lumos & Associates for additional scope of work for short-term improvements of the East Lift Station. The additional scope was due to extra work required on permits, coordination and design work which was not part of the original contract.

RECOMMENDED MOTION:

"I move to approve Amendment C for the Lumos & Associates contract for the East Lift Station Improvements Project in the amount of $12,000.00."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

The East Lift Station is a key component of the City's wastewater system. Upgrades are necessary to improve reliability, safety, and operational efficiency.

In 2025, the City of Fernley entered into a contract with Lumos and Associates, Inc. for professional services for short-term, long-term and structural improvements of the East Lift Station. This addendum documents certain scope adjustments required to support the implementation of the designed improvements, regulatory coordination, and project completion of short-term improvements for the site.

This fee increase covers services requested or required during the project that were outside the original scope and resulted in additional effort beyond the original budget. This addendum documents the associated scope adjustments and fees. The scope additions include:

- Additional meetings as the design became more complex
- NDEP permit submittal – required full plan set instead of exhibit as scoped, and coordination with NDEP prior to submittal
- Addition design work for the waterline realignment
- Considerable manufacturer coordination as the short-term solution became more robust and holistic

The additional services resulted in an increase to Task 1 for short-term improvements in the amount of $12,000.00. The original amount for this task was $8,800.00 and the new task total is $20,800.00.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. East Lift Station Improvements_Lumos_Amendment C
2. East Lift Station Improvements_Design Contract_Lumos & Associates
3. Attachment A - Additional Scope

AMENDMENT C

TO THE CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES BETWEEN THE CITY OF FERNLEY AND LUMOS & Associates

This Amendment C to the Contract for Independent Contractor between the City of Fernley and LUMOS & ASSOCIATES ("LUMOS") is entered into this 15th day of April 2026, by and between the City of Fernley ("City"), and LUMOS; also referred to as "The Parties."

Amendment C captures a change order to the original contract signed by the City and LUMOS for services related to the **East Lift Station Improvements** project.

The parties hereby wish to amend the contract as follows:

Description of Modifications:

Additional scope of work for the short-term improvements on the East Lift Station due to extra work required on permits, coordination and design work that was outside of the scope in the previously signed contract.

The Parties hereby approve and consent to the Amendment changes above. All of the other terms and conditions in the Contract that are not modified by this Amendment C, shall remain in full force and effect.

Each signatory for the Parties below has read Amendment C, agrees to be bound by said document, and has the authority to bind their respective entity as listed.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

AMENDMENT C

DATE: _____

_____
LUMOS & Associates

DATE: _____

_____
Seong Kim
Utilities Director, City of Fernley

DATE: _____

_____
Neal McIntyre
Mayor, City of Fernley

DATE: _____

_____
Kim Swanson
City Clerk, City of Fernley

DATE: _____

_____
Aaron Mouritsen
City Attorney, City of Fernley

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CONTRACT

A Contract for Professional Services

THIS CONTRACT is made and entered into this 26th day of June 2025, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and Lumos & Associates, whose address is: 950 Sandhill Road, Suite 100 Reno, NV 89521 ("Contractor").

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

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

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

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

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

2. **CONTRACTOR'S SERVICES:**

   a. **Description of Services.**

      i. **Attachments:**

         1. **Attachment A.** Scope of Work. Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment ____ 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

Initial DS
_____Contractor's Initial

DS NEM
_____CoF Representative

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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

Docusign Envelope ID: 6713C476-D1A9-452D-BEB1-761462AB9CED

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 Contract 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.

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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;

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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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NEM
CoF Representative

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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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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.

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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 ___

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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

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.

DS Initial NEM COF DS CTR

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 achieve under the standard ISO separation of insureds clause.

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iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by the City.

v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.

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

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

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

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.

iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.

iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the 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

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the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

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

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

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

17. **ASSIGNMENT/DELEGATION:** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to 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

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rights, obligations, or duties under this Contract without the prior written consent of the City.

18. **PROPRIETARY INFORMATION:** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.

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

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

    a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

    b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 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

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amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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

22. **CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017):** By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.
23. **PROPER AUTHORITY:** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

24. **GOVERNING LAW; VENUE:** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper 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

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agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.

26. **COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

27. **ADVICE OF COUNSEL:** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

28. **MODIFICATION; NO WAIVER:** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.

29. **INTERPRETATION OF AGREEMENT:** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising 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

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to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.

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

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CONTRACT

A Contract for Professional Services

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

CITY OF FERNLEY

DocuSigned by:
Neal E McIntyre 6/27/2025
189E070C299A48E...

Mayor, City of Fernley Date

_____

City Clerk, City of Fernley Date

Approved as to form:

_____

City Attorney, City of Fernley Date

Utilities Department:

Signed by:
Seong Kim 6/26/2025
064F9259QD4E42A...

Utilities Director, City of Fernley Date

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_____Contractor's Initial

DS
NEM
_____CoF Representative

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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: Daniel Stucky

TITLE: Director of Engineering

FIRM: Lumos & Associates

BUSINESS LICENSE #: NV19791006982

Address: 950 Sandhill Road, Suite 100

City: Reno State: NV Zip Code: 89,521.00

Telephone: 7,758,276,111.00 Fax #: 7,758,276,122.00

E-mail Address: dstucky@lumosinc.com

Signed by:
Daniel Stucky
8768F5206C874D0...
_____
(Signature of Contractor)

DATE SIGNED this 27.00 day of June, 20 25.00.

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LUMOS & ASSOCIATES

Boise • Carson City • El Dorado Hills • Fallon • Lake Tahoe • Reno www.LumosInc.com

El Dorado Hills
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, California 95762
916.980.8228

June 6, 2025

LA25.455

Seong Kim, P.E.
Utilities Director
595 Silver Lace Blvd
Fernley, NV 89408
775-784-9931

Re: Proposal for Professional Services – East Lift Station Improvements

Dear Mr. Kim:

Lumos & Associates, Inc. is pleased to provide you with this proposal and scope of work for the East Lift Station Improvements.

Project Understanding

The City of Fernley (City) owns and operates the East Lift Station, which collects sewer flows from the eastern portion of the service area. On May 6, 2025, Lumos & Associates (Lumos) was contacted by the City and invited to a meeting to discuss various operational needs of the lift station. During the field visit, the following issues were observed:

- The pumps conveying flow from the wet well to the wastewater treatment plant were out of service
- Portions of the screen shaft were in need of replacement
- There was no air gap between the water distribution system and the washer compactor, which comes into contact with sewage
- The existing waterline currently shares a vault with the sewer line and must be rerouted to connect to the new air gap tank location while ensuring the required separation between the water and sewer lines is maintained

Since the site visit, the pumps have been replaced, and the replacement part for the bar screen has been ordered. The remaining issue involves the lack of an air gap and the need to reroute the existing waterline. The City is evaluating both short-term and long-term solutions to resolve this issue, ensuring continued lift station operations while permanent improvements are planned and implemented.

In addition to water improvements, we understand that the City of Fernley is interested in structural services for required modifications at the Lift Station Building, including the following:

- A structural condition survey of the existing intermediate wood floor and existing structural steel hoist beam system at the lower level currently used to position the pumps for accessibility to be lifted to the main level hoist system out of the existing pump area.

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- Once the structural condition survey is performed, we will identify non-conforming code issues for the repair/replacement of the intermediate floor system and existing hoist system.
- It is also our understanding that the City would like to have a new hoist system at the lower level to eliminate the existing steel columns that are currently posing egress restrictions.
- In addition, it is desirable to have an opening at the intermediate level and the main floor level to accommodate the emergency removal of a person on a stretcher from the lower level to the main level.
- Code compliant railing around the intermediate floor and main floor openings will be designed.

Task 1 – Short-term Solutions

As part of this task, Lumos will design a temporary connection to an above-ground tank that will serve as a short-term solution to create an air gap between the water distribution and wastewater systems.

The scope includes a summary memo of the key issues currently affecting the East Lift Station—specifically, the lack of an air gap between the potable water system and equipment exposed to sewage, as well as problems with the existing waterline alignment. Lumos will present both short-term and long-term solutions to address these concerns, along with an anticipated implementation timeline.

An exhibit will be provided illustrating the proposed temporary air gap solution, using an above-ground tank. The exhibit will clearly demonstrate how the configuration achieves proper separation between the potable and wastewater systems. Additionally, Lumos will provide technical sheet specifications for the air gap tank, including capacity, construction materials, inlet and outlet sizes, valve types, and applicable design and regulatory standards (e.g., UPC, AWWA, NSF).

Deliverables:

- Summary memo of issues and proposed solutions with timeline
- Exhibit of the air gap solution
- Sheet specifications of the air gap tank

Assumptions:

- The exhibit will be developed using available as-built drawings and documentation. No new field survey data will be collected for this task.

Schedule:

- The initial review and recommendation for the short-term solution will be completed within two (2) weeks of notice to proceed
- One (1) one-hour virtual meeting will be scheduled with the City to discuss the preliminary design of the short-term air gap solution

Docusign Envelope ID: 6713C476-D1A9-452D-BEB1-761462AB9CED

Payment:

- The services for this task will be billed on a Time and Materials basis.

Task 2 – Long Term Solutions

Under this task, Lumos will consider two (2) different waterline alignment alternatives and will develop an exhibit for each alternative considered for the City to review. Once the City has decided on a preferred alternative, Lumos will prepare improvement plans for the waterline realignment and the permanent air gap solution.

Deliverables:

- Two (2) exhibits illustrating alternative alignments for the waterline for the City's review and input
- 100% design plans and sheet specifications for the selected alignment and permanent air gap solution

Assumptions:

- The final plan set will be developed based on the City's selected alternative
- The plan set will be developed using available as-built drawings and documentation. No new field survey data will be collected for this task
- One (1) one-hour virtual meeting will be held with the City to review and discuss the waterline realignment alternatives and permanent air gap solution

Schedule:

- This task will be performed concurrently with Task 1. The due date for this task will be completed within 4 weeks of notice to proceed

Payment:

- The services for this task will be billed on a Time and Materials basis.

Task 3 – Structural Improvements

The following tasks will be performed:

- The first task would be a site visit to document the existing conditions as part of the structural condition survey. Because of the complexity of the current structural components and process piping systems, we feel that the best option would be to perform a digitized scan of the interior of the well and main level to accurately reflect the current conditions. This will allow us to coordinate the constructability logistics of bringing new structural members into the space while avoiding the existing process piping, pumps, etc.
- Once we have documented the current conditions, we will work closely with the City with respect to determining all new openings in the new intermediate floor design and its extents, as well as the new hoist structure requirements. We will also coordinate the new egress openings to accommodate the emergency removal of personnel.

Docusign Envelope ID: 6713C476-D1A9-452D-BEB1-761462AB9CED

- We will design the new structural elements for the intermediate floor, hoist system, and railing, as well as the design of the enlarged opening(s) required in the existing 12" thick concrete main floor slab. The design will be based on the current Churchill County requirements using the 2018 International Building Code (IBC) requirements. If the 2024 IBC is adopted at the time of the construction document submittal, we will make any necessary changes.
- Construction Administration Services, if required, will include answers to bidders' questions pertaining to the structural drawings and specifications, and we will provide addenda as necessary. Also included is the review of shop drawings and the review of structural submittals. We will also respond to structurally related Requests for Information as generated by the contractor.

Deliverables:

- 100% design plans and sheet specifications consisting of the new intermediate floor, the new hoist system, the new slab openings, and the railing, along with associated detailing of the new structural components will be provided for construction
- Specifications pertaining to structural items will be provided in the form of sheet notes.
- The drawings will be produced using Revit (BIM), 2024 version

Assumptions:

- Construction Administrative Services is not included in the total cost for this task and will be billed on a Time and Materials basis.
- The drawings and structural design calculations will be sealed by a professional engineer from Lumos for submittal to the building department. Any plan review comments that might be issued by the building department will be addressed
- Two (2) one-hour virtual meetings will be held with the City to review and discuss the findings of the site visit and the preliminary design

Schedule:

- This task will be performed concurrently with Tasks 1 and 2.

Payment:

- The services for this task will be billed on a Time and Materials basis.

Docusign Envelope ID: 6713C476-D1A9-452D-BEB1-761462AB9CED

Fees

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

Task	Description	Fee
Task 1	Short Term	$8,800
Task 2	Long Term	$12,200
Task 3	Structural Improvements	$28,900
	Total	$49,900

If this proposal is acceptable, please execute the attached contract and provisions and return the same to our office. Any additional services requested but not covered by this scope of work can be provided by an amendment to this proposal. The attached Standard Provisions of Agreement are a part of this proposal.

Lumos 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.

Thank you again for allowing Lumos & Associates to provide you with this proposal. Please do not hesitate to call me if you have questions.

Sincerely,

Jonathan Lesperance, P.E.
Group Manager – Engineering Division

Kristi Thompson, E.I.
Senior Project Coordinator

LUMOS & ASSOCIATES

Boise • Carson City • El Dorado Hills • Fallon • Lake Tahoe • Reno **www.LumosInc.com**

Carson City
308 N. Curry St, Suite 200
Carson City, Nevada 89703
775.883.7077

March 13, 2026

Seong Kim, Utilities Director
595 Silver Lace Boulevard
Fernley, Nevada 89408

Subject: ***East Lift Station Improvements***
Amendment C: Air Gap Short-Term Improvements Additional Scope

Dear Mr. Kim:

Lumos and Associates, Inc. (Lumos) provides this amendment to document a fee increase for Task 1 – Short-Term Improvements associated with the East Lift Station Improvements project. This addendum documents certain scope adjustments required to support the implementation of the designed improvements, regulatory coordination, and project completion.

FEE INCREASE: Task 1 – Short-Term Improvements

This fee increase covers services requested or required during the project that were outside the original scope and resulted in additional effort beyond the original budget. This addendum documents the associated scope adjustments and fees. The scope additions include:

- Additional meetings as the design became more complex
- NDEP permit submittal – required full plan set instead of exhibit as scoped, and coordination with NDEP prior to submittal
- Addition design work for the waterline realignment
- Considerable manufacturer coordination as the short-term solution became more robust and holistic

PREVIOUS TASK AMOUNT:	**$8,800**
TASK TOTAL THIS ADDENDUM:	**$12,000**
REVISED TASK AMOUNT:	**$20,800**

Fees

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

Task	Description	Fee
Task 1	FEE INCREASE: Short Term Improvements	$12,000
	TOTAL FEE THIS AMENDMENT	**$12,000**

Task 1 will be billed on a Time and Materials (T&M) basis, not to exceed the stated amount without prior authorization from the City.

Thank you again for allowing Lumos and Associates to provide you with this proposal. Please do not hesitate to call if you have questions.

Sincerely,

Mara Quiroga, P.E.
Senior Technical Lead

Collin Sturge, P.E.
Group Manager, Engineering Division

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Benjamin Ferido, Project Manager**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:x	No:	Yes: x	No:	100-475-745

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve a contract with Eastern Sierra Engineering for Design services for the Good Earth Subdivision Reconstruction Project.

AGENDA ITEM BRIEF:

The proposed project will include about two and a half miles of residential roadway reconstruction along with curb, gutter, sidewalk, driveways, mill and overlay, and striping. Engineering has identified 191 driveways aprons and 22 ADA ramps that need construction or reconstruction to meet 2026 ADA standard. Utility improvements will be identified during the sub-surface investigation of this project.

RECOMMENDED MOTION:

"I move to approve a contract with Eastern Sierra Engineering for Design Services services for the Good Earth Subdivision Reconstruction Project for an amount not to exceed $521,290.00"

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

1. City Council may award the proposed contract for design of the Good Earth Subdivision Reconstruction

Project.
2. City Council may reject the proposed contract for design of the Good Earth Subdivision Reconstruction Project and provide additional direction.

BACKGROUND:

Project Summary:
The Good Earth Subdivision is a residential development last constructed in 1983. The subdivision, which is 43 years old, has major roadway and pavement defacing. Damage consistent with FHWA Type 1-8 asphalt concrete distresses are uniform throughout the project location. Outdated pedestrian infrastructure also needs to be updated as part of this project, including 191 driveway aprons and 22 ADA ramps. This contract is for design services relating to the reconstruction of pavement features in the Good Earth Subdivision, including work on B Street, C Street, D Street, E Street, F Street, G Street, Good Earth Circle, 7th Street, and 6th Street. Improvements have been calculated for complete full depth reconstruction (FDR), although investigation may yield areas where FDR is not required.

This contract, as well as the future contract for construction, will be funded by RTC on a reimbursement schedule. The city has been approved $521,290 from RTC in reimbursements.

Eastern Sierra Engineering will provide project management, public agency coordination, potholing, ROW mapping, ROW engineering, 30%/60%/90%/100% design, construction documents, OPCC, bidding, and investigation of existing conditions including; traffic data, visual condition survey, geotech, and utilities.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

Task Description	**Fee**
Task 1 Project Management	$15,900
Task 2 Public and Agency Involvement	$3,720
Task 3 Investigation of Existing Conditions	$191,590
Task 4 Right of Way Engineering - Contingent	$27,120
Task 5 Project Design (30%, 60%, 90%, 100%, Bid Sets)	$240,800
Task 6 - Bidding Services	$2,160.00
Task 7 - Design Contingency	$40,000

Total:
$521,290.00

ATTACHMENTS:
1. 2025-03-11 - Good Earth Design Contract [ESE]

CONTRACT

A Contract For Design Professional Services

THIS CONTRACT is made and entered into this **6th day** of **April, 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 **EASTERN SIERRA ENGINEERING**, an Engineering Firm whose address is 4515 Towne Drive Reno, NV 89521("Contractor").

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

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

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

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

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

2. **CONTRACTOR'S SERVICES:**

    a. **Description of Services.**

        i. **Attachments:**

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

            2. **Attachment B:** Fee Schedule

            3. **Attachment C:** Schedule of Services. Tasks and subtasks shall be completed in accordance with the schedule in Attachment C. Any change(s) to the schedule must be approved in writing by the City's Project Manager.

4. **Attachment D:** Project Team. Contractor will perform the work using the project team identified in Attachment D. Any changes to the project team must be approved in writing by the City's Project Manager.

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

c. **Notice to Proceed.** Contractor shall not commence work until the Contract is fully executed by City and Contractor and a Notice to Proceed (NTP) has been issued to the Contractor by the City.

d. **Optional Services.** The City shall have the right to exercise its option(s) for all or any part of the OPTIONAL tasks or subtasks identified in Attachment B Fee Schedule, (and further described in Attachment A Scope of Services). The Contractor shall not commence work on any OPTIONAL task prior to issuance of a NTP for the OPTIONAL task by the City.

3. REQUIRED APPROVALCOMPENSATION AND TERMS OF PAYMENT:

a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment B and incorporated herein by this reference.

b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.

c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).

d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year

e. **Not to Exceed.** The maximum amount payable to Contractor to complete each task is equal to the not-to-exceed amounts identified in Attachment B. Contractor may submit a written request to the City's Project Manager to reallocate not-to-exceed amounts between Tasks. The request to reallocate must be accompanied by a revised fee schedule with associated revised not-to-exceed amounts and must be approved in writing by the City's Project Manager prior to performance of the work. Contractor shall not be compensated in excess of the Total not-to-exceed Contract amount:

Subtotal Professional Services: (Tasks 1-6)	$481,290
Subtotal OPTIONAL Professional Services: (Task 4, 15)	$40,000
Total NTE Amount (Including OPTIONAL Services)	$521,290

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

If to the City: Benjamin Ferido, Project Manager
Engineering Department,
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

If to Contractor: Christopher Schmitt, Vice President of Engineering
Eastern Sierra Engineering
4515 Towne Drive
Reno, NV 89521

4. INSPECTION & AUDIT:

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

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

b. **Inspection & Audit**. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

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

5. TERMINATION OR SUSPENSION:

a. **Suspension**. The City may suspend, without cause, the performance by Contract 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:

   i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;

   ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

   iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.

e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct**. This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing

that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.

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

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and

iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.

v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).

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

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

8. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

9. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

10. **INDEMNIFICATION:** The City does not require the Contractor to defend, indemnify or hold harmless the public body or the employees, officers or agents of that public body from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the public body.

    a. The City does require the Contractor to indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor in the performance of the contract.

    b. The City does not require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor. If the Contractor is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body, as reimbursement for the attorney's fees and costs incurred by the public body in defending the action, by the Contractor in an amount which is proportionate to the liability of the Contractor.

    c. The City does require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are not based upon or arising out of the professional services of the Contractor.

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

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

	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: EASTERN SIERRA ENGINEERING has entered into a contract with Owner to perform work from THE 6th DAY OF APRIL, 2026 to THE 30th DAY OF JUNE, 2027 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

i. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and

2. Contractor is otherwise in compliance with those terms, conditions and provisions.

COF CTR

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

i. Retroactive date: Prior to commencement of the performance of this Contract

ii. Discovery period: Three (3) years after the termination date of this Contract.

c. **General Requirements**.

i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.

ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.

iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.

iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by the City.

v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.

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

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

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

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.

iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.

iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by

Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

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

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

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

16. **ASSIGNMENT/DELEGATION:** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate

as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations, or duties under this Contract without the prior written consent of the City.

17. **PROPRIETARY INFORMATION:** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.

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

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

    a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

    b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

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

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

21. **CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017):** By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

22. **PROPER AUTHORITY:** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

23. **GOVERNING LAW; VENUE:** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.

24. **INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.

25. **COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

26. **ADVICE OF COUNSEL:** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

27. **MODIFICATION; NO WAIVER:** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.

28. **INTERPRETATION OF AGREEMENT:** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.

29. **COOPERATION OF PARTIES:** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.

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

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CONTRACT

A Contract For Design Professional Services

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

CITY OF FERNLEY

_____

Mayor, City of Fernley Date

_____

City Manager, City of Fernley Date

_____

City Clerk, City of Fernley Date

Approved as to form:

_____

City Attorney, City of Fernley Date

Originating Department:

_____

Department Head Date

CONTRACT

A Contract For Design Professional Services

CONTRACTOR, being first duly sworn, deposes and says: That **EASTERN SIERRA ENGINEERING** is the Contractor**;** that **CHRISTOPHER SCHMITT** has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

"CONTRACTOR"
BY: CHRISTOPHER SCHMITT
TITLE: **VICE PRESIDENT OF ENGINEERING**
FIRM: EASTERN SIERRA ENGINEERING
BUSINESS LICENSE #: _____
Address: 4515 TOWNE DRIVE RENO, NV 8952
City: RENO State: NEVADA Zip Code: 89521
Telephone: 775-828-7220
E-mail Address: Fax #:_____

_____
(Signature of Contractor)

DATED this _____ day of _____, 20__.

STATE OF _____)

County of _____)

On this _____ day of **MARCH**, in the year **2026**, before me, _____ / Notary Public, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

_____
Notary's Signature

My Commission Expires:

CITY OF FERNLEY

NEIGHBORHOOD STREET REHABILITATION

6TH STREET, 7TH STREET, B STREET, C STREET, D STREET, E STREET, F STREET, G STREET, EARTH CIRCLE

To: Benjamin Ferido, Project Manager, City of Fernley
From: Brian Fitzgerald, P.E., Chris Schmitt, P.E., Eastern Sierra Engineering

Project Assumptions:

Roadway Dimensions

- 6th Street – 1,725 Linear Feet x 38 Feet
- 7th Street – 640 Linear Feet x 42 Feet, 725 Linear Feet x 38 Feet
- B Street – 1,065 Linear Feet x 38 Feet
- C Street – 1,065 Linear Feet x 38 Feet
- D Street – 1,065 Linear Feet x 38 Feet
- E Street – 1,080 Linear Feet x 38 Feet
- F Street – 1,080 Linear Feet x 38 Feet
- G Street – 1,080 Linear Feet x 38 Feet
- Earth Circle – 325 Linear Feet x 36 Feet

ADA Ramps

A pair of ramps exist at 6th & Main Streets, 7th & Main Streets, G Street and Rosewood Drive only. All other intersections do not have ramps. A total of 22 ramps will be provided in the scope for the design.

ADA Driveways / Sidewalks

All driveways appear to be built outside of ADA driveway / sidewalk slope tolerances. All 191 driveways will be provided in the scope for the design to ADA standards. The extent of tying into existing driveways will be dependent on the existing slopes determined after survey is performed.

AC Roadway

All roadway sections show visible signs of extreme alligator cracking, indicative of subgrade failure. A geotechnical investigation of each roadway will be performed to log the existing subgrade elements for development of a proper design to alleviate the failure of the roadway section.

Underground Utility Investigation

Existing Storm, Sanitary Sewer, Gas and Electric lines are in unknown locations, size and depth. Potholing along with ground penetrating radar and 811 will be used to determine the networks and types.

Please see the following pages for preliminary scope elements.

ATTACHMENT - A
SCOPE OF SERVICES

1. Project Management

Prepare monthly progress reports, invoices, and billing.

Coordination with City of Fernley project manager and staff will be ongoing throughout the project. Project management and coordination meetings or conference calls will be held with the City of Fernley and other parties as appropriate throughout the project.

Deliverables – Invoicing and progress reports.

2. Public Agency Involvement

Public Agency Meeting will be held once during preliminary design and once again before construction with the public agencies and property owners adjacent to the project work zone to discuss project limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized.

3. Investigation of Existing Conditions

Utilities within the project area will be located and assessed for possible conflict with the proposed project. Topographic mapping and Boundary will be determined to meet design needs.

3.1 Traffic Data

The CONSULTANT will conduct 7-day pneumatic bi-directional vehicle volume, classification, and speed counts at one location each on 6th & 7th Streets, generally between East Main Street and Rosewood Drive. Provide a summary table and technical memorandum outlining the average daily traffic volumes, percentage of vehicles by classification, and travel speeds for pavement design services.

3.2 Visual Condition Survey

CONSULTANT will visually evaluate and document the condition of the existing pavement to include cracking, potholes, rutting, and raveling.

CONSULTANT will evaluate existing curb and gutter and driveway approaches based upon City of Fernley criteria. CONSULTANT will evaluate existing pedestrian ramps for compliance with current ADA standards.

3.3 Geotechnical Investigation and Pavement Design

CONSULTANT will prepare a traffic control plan and an encroachment permit application will be submitted to the City of Fernley for approval.

Field exploration will consist of excavating four (4) core and boring holes each on 6th Street & 7th Street and one (1) each on B Street, C Street, D Street, E Street, F Street, G Street and Earth Circle, totaling fifteen (15) borings. Each bore will utilize a truck mounted coring machine and boring auger to maximum depth of 5 feet below the existing ground surface. The bores will be backfilled immediately after exploration. Backfill will be placed and compacted and the area regraded to the extent possible with the equipment on hand.

CONSULTANT's final soil testing program will be developed around the soils encountered during investigation. Anticipated laboratory testing includes: soil moisture (ASTM D2216), gradation (ASTM D6913), plasticity (ASTM D4318), and Resistance Value (ASTM D2844).

Upon completion of the geotechnical investigation and pavement design, CONSULTANT will meet with City of Fernley to present feasible rehabilitation alternatives. CONSULTANT will apply the design procedures contained in the 1993 AASHTO Guide for Design of Pavement Structures and the 2021 RTC Washoe Structural Design Guide for Flexible Pavement to generate the design layer thickness associated with each pavement alternative.

Identify Optimum Rehabilitation/Reconstruction Alternative. Based upon cost analysis, as well as some practical construction considerations, CONSULTANT will prepare the recommended rehabilitation or reconstruction alternative(s) for the project.

Deliverables – Geotechnical Investigation and Pavement Design Report

3.4 Utility Investigation

CONSULTANT will investigate and locate all overhead and subsurface utilities within the roadway R/W, and areas reasonably affected.

Based on field investigation, CONSULTANT will collect from the City of Fernley, a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. City of Fernley will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.

Deliverables - Depiction of overhead and subsurface utilities on plan sheets developed during Preliminary Design. An inventory of subsurface utility features by Owner, type, location, and depth of feature or pipe invert.

3.5 Utility Potholing

It is anticipated that insufficient information will be available from existing records to determine whether conflicts between the proposed work and existing utilities will occur. It is also anticipated that the type and size of the underground utilities may be unknown as well. CONSULTANT will hire a potholing and / or ground penetrating radar contractor to investigate and locate all subsurface utilities within the roadway R/W, and areas reasonably affected by the project that are deemed to have potential conflicts with construction. This is estimated as a weeklong effort for the project limits.

Deliverables - Depiction of subsurface utilities on plan sheets developed during Preliminary Design and information collected at each pothole or radar scans.

3.6 Topographic Survey

CONSULTANT will obtain cross-sections at critical locations within the length of project. Cross sectional topographical intervals shall be provided at 50' maximum spacing; surveying shall include: grade breaks, curb returns, point of tangents, point of curves, and critical locations identified within the project reconstruction limits and all legs of each intersection. Topographic data shall include but not be limited to: curb and gutter, sidewalk, driveway aprons wings, alley ways, valley gutters, pedestrian ramps, survey roadway monuments, signs, landscape walls, fences, retaining walls, trees, and connectivity of all surface and sub-surface utilities. Any street monuments that will be disturbed during construction will be tied so that they can be replaced after construction activities have been completed.

CONSULTANT will provide field topo survey in a digitized format for plan view at a scale of 1"=20' with a width at least 10 feet behind the curbs along the length of the project to provide for consideration of improvements and grade continuity behind the curb. Additional survey of the driveways to the garage door will be included for slope tie-ins from the depressed sidewalks / driveway cuts.

All key existing features of the project site will be located and shown on the plan. These features shall include but not be limited to buildings, roadway cross section features, drainage features, hardscape features, and all utility features and structures.

Deliverables – Topographic survey in CAD format

3.7 Right of Way Mapping

CONSULTANT will obtain record R/W based upon Lyon County GIS information. The record Right of way information will be shown on the project plans. No further resolution of the roadway right of way is included within this task.

It is estimated approximately one hundred ninety-one (191) parcels will require Permission to Construct to construct the planned improvements. CONSULTANT will provide an encroachment

exhibit for each parcel for use in City of Fernley's discussion with property owners to acquire Permission to Construct.

Deliverables – Record Right of Way in CAD format. Right-of-Way summary spreadsheet detailing easement type, size, and reason by parcel, one hundred ninety-one (191) permission to construct exhibits to also be provided.

4. Right of Way Engineering Services – *Contingent Item*

It is estimated approximately four (4) parcels will require permanent and/or temporary easements and/or potentially partial fee takes to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of 4 individual parcels. This will include Property record research, drafting of property boundaries from record descriptions, calculation of search coordinates for field boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data, boundary resolution based upon field findings, preparation of legal descriptions and Exhibit maps of individual affected parcels. A grant, bargain, sale deed or easement document will be prepared for each subject parcel and will be sent to the City of Fernley for review. All comments will be addressed prior to recordation.

Right of Way Appraisal, Property Owner Negotiations, Escrow Coordination and Title Clearance is not included within this task.

Deliverables – property boundary for four (4) parcels along with exhibit maps, legal descriptions, and title report for permanent and/or temporary construction easements on each parcel.

5. Preliminary / Final Roadway Design (30%, 60%, 90%, 100% Design)

The CONSULTANT will prepare for and attend one in-person meeting with City of Fernley staff at the project site to discuss the preliminary design intents.

Plans and Specifications. CONSULTANT will prepare preliminary Roadway plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for City of Fernley and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. Curb, gutter, sidewalk, and drainage features that are deficient according to City of Fernley standards shall be identified.

Deliverables – Preliminary (30%, 60%, 90%) Plans and Preliminary Cost Estimate submitted to City of Fernley and known affected utilities and entities.

5.1 Prepare Final Construction Plans and Technical Specifications

Prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with City of Fernley standards and requirements. City of Fernley will provide the boilerplate via email in MS Word

format. The City of Fernley and Quality Control review comments will be incorporated into the final Plans and Specifications.

The final construction plans will be on 22" x 34" size sheets and will show all elements of the project construction, including plan/profile view, R/W lines, cross-sections and construction/slope limits. The final plan set is expected to include approximately 50 sheets and will include approximately the following sheets:

- Cover Sheet.
- Notes, Legend and Abbreviations Sheet.
- Horizontal Control.
- Utility table for construction.
- Roadway Plan & Profile Sheets with Driveway Grading (at 1"=20' scale).
- Pedestrian Ramp Grading (at 1"=5' scale).
- Detail Sheets (scales as noted).
- Signing and Striping Plan Sheets (at 1"=20').

Depths of existing sanitary sewer and storm drain utilities will be checked and noted on the plans if there is any reason to expect conflict due to vertical clearances. All located, existing underground utilities will be shown on the Plan Sheets accompanied with the following "Note: Subsurface utilities are depicted by their Quality Levels in accordance American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). All utility information shown hereon is depicted to Quality Level "C", unless otherwise noted."

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the City of Fernley, utility agencies and other affected parties for review at the 30%, 60%, 90% and 100% stages of completion per the following:

- 30% Plans – One 11"x17" electronic set (PDF) to City of Fernley, and PDF set each to utility agencies.
- 60% Plans – One 11"x17" electronic set (PDF) to City of Fernley.
- 90% Plans – One 11"x17" electronic set (PDF) to City of Fernley, and PDF set each to utility agencies.
- 90% Specifications – One electronic set (PDF) to City of Fernley.
- 100% Plans – One 11"x17" electronic set (PDF) to City of Fernley.
- 100% Specifications – One electronic set (PDF) to City of Fernley.
- Final Working Plan Set – One 22"x34" set to City of Fernley, two 11"x17" sets to City of Fernley and electronic set (PDF).
- Final Working Specification Document – One electronic set (PDF) to City of Fernley, one copy

in MS Word format of the Contract Documents and Technical Specifications, MS Excel Cost Estimate and Bid Tabulation to City of Fernley.

An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.

Deliverables – Final Plans and Specifications delivered to the City of Fernley and Utilities.

5.2 Final Engineer's Opinion of Probable Construction Costs and Time

Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

Deliverables – Opinion of Probably cost and time of construction.

6. Bidding Services

Plan Set and Specification Distribution: CONSULTANT will provide City of Fernley with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Ebid system.

Pre-bid Meeting: CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to City of Fernley. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to City of Fernley. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the City of Fernley.

Bid Opening: CONSULTANT will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet and check multiplication and addition of bid items.

Deliverables – Attendance at Pre-Bid meeting and Bid Opening, Bid Review.

7. Design Contingency / Optional Services

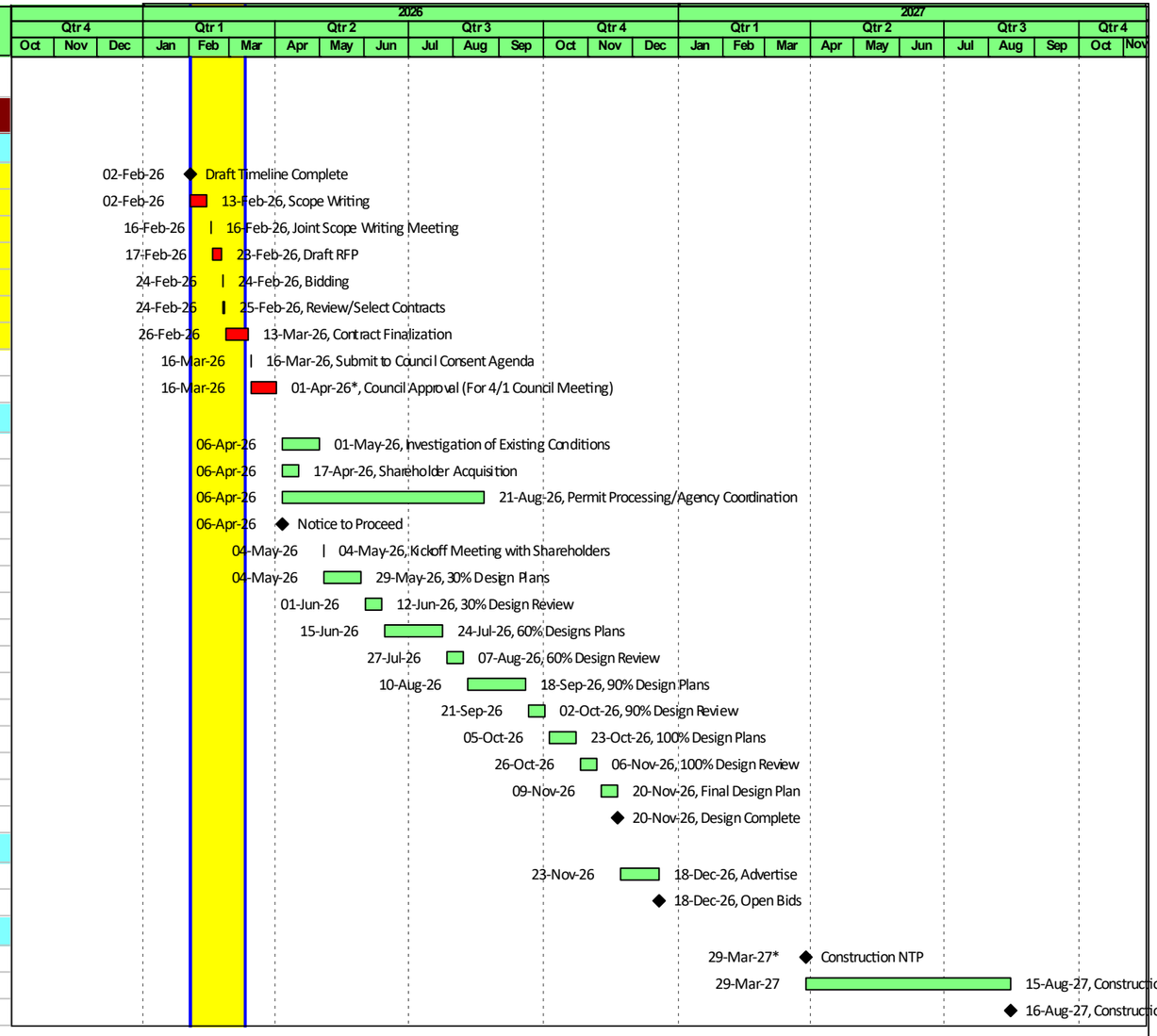
This is a design contingency for miscellaneous increases within the scope of this contract. CONSULTANT shall provide a letter detailing the need, scope, and not- to exceed budget for any proposed work. Work under this task shall proceed only with the City of Fernley Project Manager's written approval.

Task Description	Task Total	Principal Engineer	Project Manager / Senior Engineer	Staff Engineer	Senior Drafter	Administrative Assistant	Sr Geotechnical Engineer	Senior Field Technician	Senior Surveyor	Surveyor Technician	Lab Testing / Subconsultant
	Rates	$ 270.00	$ 230.00	$ 175.00	$ 170.00	$ 120.00	$ 250.00	$ 150.00	$ 220.00	$ 175.00	
Task 1 - Project Management											
Monthly progress reports, invoicing		10	20			20					
Monthly progress meetings		10	10			10					
Task 1 Hours Total		20	30	0	0	30	0	0	0	0	
Task 1 Labor Costs		$ 5,400.00	$ 6,900.00	$ -	$ -	$ 3,600.00	$ -	$ -	$ -	$ -	
Task 1 Total Costs	**$ 15,900.00**										
Task 2 - Public and Agency Involvement											
Public Information Meeting (s)			4	16							
Task 2 Hours Total		0	4	16	0	0	0	0	0	0	
Task 2 Labor Costs		$ -	$ 920.00	$ 2,800.00	$ -	$ -	$ -	$ -	$ -	$ -	
Task 2 Total Costs	**$ 3,720.00**										
Task 3 - Investigation of Existing Conditions											
Traffic Data Collection			2					24			$ 5,000.00
Visual Conditions Survey			24	24							
Utiltiy Investigation / Depiction			8	40				40			$ 30,000.00
Geotechnical Investigation		2	18	8		10	80	28			$ 35,000.00
Topographical Mapping site work									40	60	
Topographical Mapping office work									40	100	
GIS Right of Way Boundary									10	10	
191 Temporaty Construction Easements			8		8				12	12	
Task 3 Hours Total		2	60	72	8	10	80	92	102	182	
Task 3 Labor Costs		$ 540.00	$ 13,800.00	$ 12,600.00	$ 1,360.00	$ 1,200.00	$ 20,000.00	$ 13,800.00	$ 22,440.00	$ 31,850.00	
Task 3 Non Labor Costs									$ 4,000.00		$ 70,000.00
Task 3 Total Costs	**$ 191,590.00**										
Task 4 - Right of Way Engineering - Contingent											
GIS Right of Way Boundary - Contingent									4	4	$ -
4 Construction Easements, Legal Descriptions - Contingent			8						60	60	
Task 4 Hours Total		0	8	0	0	0	0	0	64	64	
Task 4 Labor Costs		$ -	$ 1,840.00	$ -	$ -	$ -	$ -	$ -	$ 14,080.00	$ 11,200.00	
Task 4 Total Costs	**$ 27,120.00**										
Task 5 - Project Design (30%, 60%, 90%, 100%, Bid Sets)											
- Neighborhood 30% Plans											
Projected plan set of 60 sheets		2	120	160	160						
Cost Estimate			8	12	12						
Review Meeting		2	2	2	2						
- Neighborhood 60% Plans											
Projected plan set of 60 sheets		2	90	120	120						
Cost Estimate			8	12	12						
Review Meeting		2	2	2	2						
- Neighborhood 90% Plans											
Projected plan set of 60 sheets		1	60	80	80						
Cost Estimate			4	10	10						
Bid Documents & Specifications			8	8		8					
Review Meeting		2	2	2	2						
- Neighborhood 100% & Bid Plans											
Projected plan set of 33 sheets		1	20	40	40						
Cost Estimate			4	6	6						
Bid Documents & Specifications			8	8		8					
Review Meeting		2	2	2	2						
Task 5 Hours Total		14	338	464	448	16	0	0	0	0	
Task 5 Labor Costs		$ 3,780.00	$ 77,740.00	$ 81,200.00	$ 76,160.00	$ 1,920.00	$ -	$ -	$ -	$ -	
Task 5 Total Costs	**$ 240,800.00**										

Task Description	Task Total	Principal Engineer	Project Manager / Senior Engineer	Staff Engineer	Senior Drafter	Administrative Assistant	Sr Geotechnical Engineer	Senior Field Technician	Senior Surveyor	Surveyor Technician	Lab Testing / Subconsultant
	Rates	$ 270.00	$ 230.00	$ 175.00	$ 170.00	$ 120.00	$ 250.00	$ 150.00	$ 220.00	$ 175.00	
Task 6 - Bidding Services											
Prebid Meeting, bid opening, bid review		2	4	4							
Task 6 Hours Total		2	4	4	0	0	0	0	0	0	
Task 6 Labor Costs		$ 540.00	$ 920.00	$ 700.00	$ -	$ -	$ -	$ -	$ -	$ -	
Task 6 Total Costs	**$ 2,160.00**										
Task 7 - Design Contingency - Optional											
Design Contingency	**$ 40,000.00**										
Total Design Services	**$ 521,290.00**	$ 10,260.00	$ 102,120.00	$ 97,300.00	$ 77,520.00	$ 6,720.00	$ 20,000.00	$ 13,800.00	$ 36,520.00	$ 43,050.00	$ 70,000.00

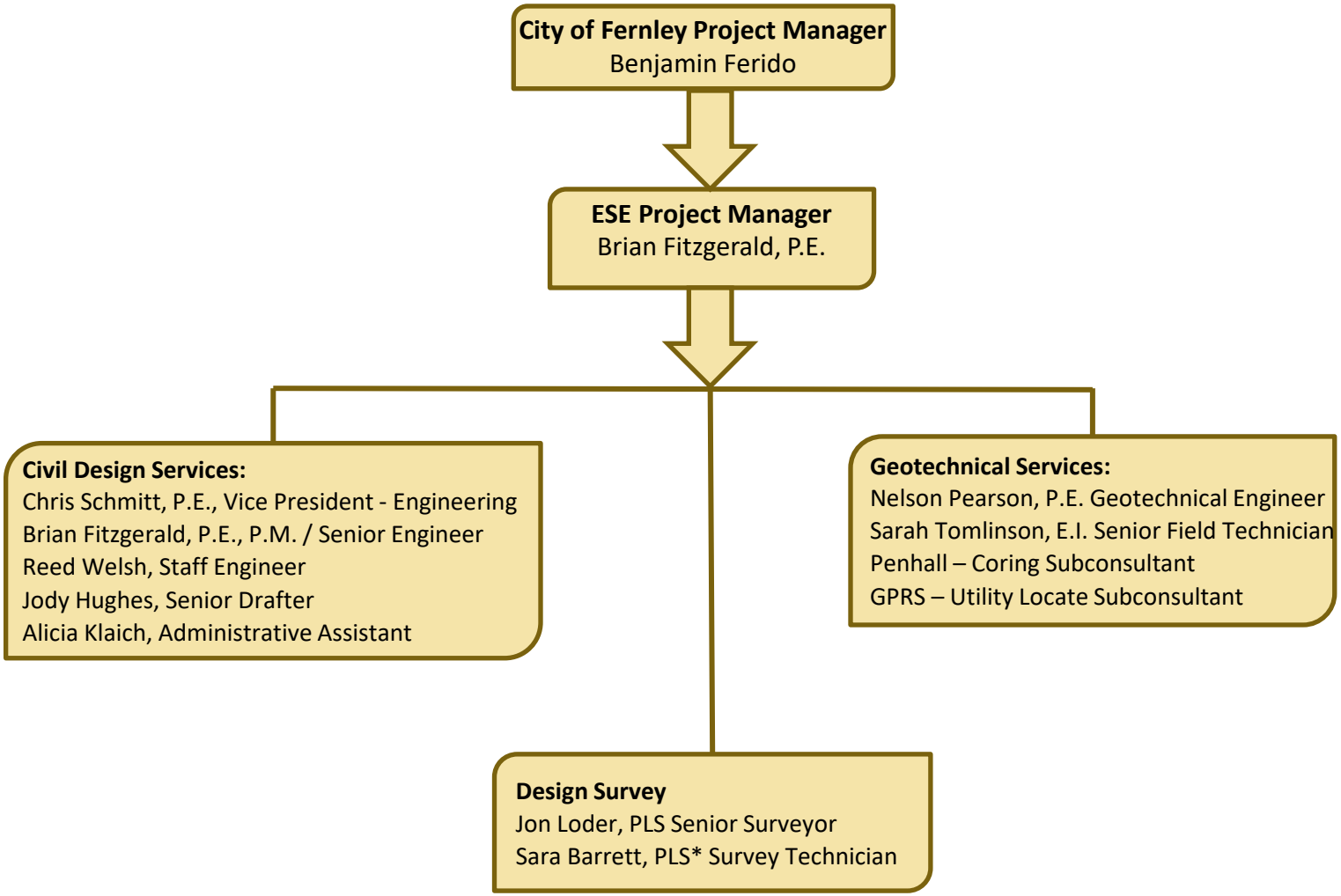
Project Schedule City of Fernley 6th & 7th Streets Neighborhood Rehabilitation Project			
Milestone	**Begin**	**End**	**Duration**
City Council Approval	3/18/2026		
Notice to Proceed	3/23/2026		
Investigation of Existing Conditions	3/23/2026	4/20/2026	4 Weeks
30% Design	4/20/2026	5/18/2026	4 Weeks
30% Design Submittal	5/18/2026		
City Review - 30%	5/18/2026	6/1/2026	2 Weeks
60% Design	6/1/2026	7/13/2026	6 Weeks
60% Design Submittal	7/13/2026		
City / Agency Review - 60%	7/13/2026	7/27/2026	2 Weeks
90% Design	7/27/2026	9/7/2026	6 Weeks
90% Design Submittal	9/7/2026		
City / Agency Review - 90%	9/7/2026	9/21/2026	2 Weeks
100% Design	9/21/2026	10/12/2026	3 Weeks
100% Design Submittal	10/12/2026		
Agency Review	10/12/2026	10/26/2026	2 Weeks
Final Design	10/26/2026	11/9/2026	2 Weeks
Final Design Submittal	11/9/2026		
Advertise	11/9/2026	12/7/2026	4 Weeks
Open Bids	12/7/2026		
Construction NTP	3/29/2027		
Construction Complete	8/16/2027		140 WD

Activity ID	Total Float	ACTIVITY NAME	CAL ID	ORIG DUR	ACTUAL DUR	REM DUR	START	FINISH
Good Earth Subdivision Reconstruction - BWF - Draft 5								
MILESTONES - CONTRACTURAL								
PRE-BID								
M100	0	Draft Timeline Complete	G-5D-UNR	0	0	0	02-Feb-26	
M110	0	Scope Writing	G-5D-UNR	10	0	10	02-Feb-26	13-Feb-26
M120	0	Joint Scope Writing Meeting	G-5D-UNR	1	0	1	16-Feb-26	16-Feb-26
M130	0	Draft RFP	G-5D-UNR	5	0	5	17-Feb-26	23-Feb-26
M140	0	Bidding	G-5D-UNR	0	0	0	24-Feb-26	24-Feb-26
M150	0	Review/Select Contracts	G-5D-UNR	2	0	2	24-Feb-26	25-Feb-26
M160	0	Contract Finalization	G-5D-UNR	12	0	12	26-Feb-26	13-Mar-26
M170	0	Submit to Council Consent Agenda	G-5D-UNR	0	0	0	16-Mar-26	16-Mar-26
M180	0	Council Approval (For 4/1 Council Meeting)	G-5D-UNR	13	0	13	16-Mar-26	01-Apr-26*
DESIGN								
M220	70	Investigation of Existing Conditions	G-5D-UNR	20	0	20	06-Apr-26	01-May-26
M210	80	Shareholder Acquisition	G-5D-UNR	10	0	10	06-Apr-26	17-Apr-26
M280	265	Permit Processing/Agency Coordination	G-5D-UNR	100	0	100	06-Apr-26	21-Aug-26
M200	70	Notice to Proceed	G-5D-UNR	0	0	0	06-Apr-26	
M230	70	Kickoff Meeting with Shareholders	G-5D-UNR	0	0	0	04-May-26	04-May-26
M240	70	30% Design Plans	G-5D-UNR	20	0	20	04-May-26	29-May-26
M250	70	30% Design Review	G-5D-UNR	10	0	10	01-Jun-26	12-Jun-26
M260	70	60% Designs Plans	G-5D-UNR	30	0	30	15-Jun-26	24-Jul-26
M270	70	60% Design Review	G-5D-UNR	10	0	10	27-Jul-26	07-Aug-26
M290	70	90% Design Plans	G-5D-UNR	30	0	30	10-Aug-26	18-Sep-26
M300	70	90% Design Review	G-5D-UNR	10	0	10	21-Sep-26	02-Oct-26
M310	70	100% Design Plans	G-5D-UNR	15	0	15	05-Oct-26	23-Oct-26
M320	70	100% Design Review	G-5D-UNR	10	0	10	26-Oct-26	06-Nov-26
M340	70	Final Design Plan	G-5D-UNR	10	0	10	09-Nov-26	20-Nov-26
M330	200	Design Complete	G-5D-UNR	0	0	0		20-Nov-26
BIDDING								
M400	70	Advertise	G-5D-UNR	20	0	20	23-Nov-26	18-Dec-26
M410	70	Open Bids	G-5D-UNR	0	0	0		18-Dec-26
CONSTRUCTION								
M500	0	Construction NTP	G-5D-UNR	0	0	0	29-Mar-27*	
M510	12	Construction (140 Work Days)	G-7D	140	0	140	29-Mar-27	15-Aug-27
M520	10	Construction Complete	G-5D-UNR	0	0	0		16-Aug-27



ATTACHMENT C.1: ADJUSTED PROJECT SCHEDULE WITH 2 WEEK DELAY (FOR APRIL 1st MEETING)

Attachment D – Project Team



CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Mitzi Carter, Human Resource Manager**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes: X	No:	Yes:	No: X	100-413, 510-810, 520-810

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve a new classification — Community Development Program Manager

AGENDA ITEM BRIEF:

Discussion and possible action to approve the reclassification of Development Coordinator to Community Development Program Manager. The current Development Coordinator will now be the Community Development Program Manager. Currently, the Development Coordinator produces the monthly community development report and website development updates. In addition, this position has expanded the website and maintains a business resource webpage. Other expanded initiatives include conducting an annual local business survey; hosting a business expo (the first one was last Spring, with the next planned for 4/18); planning and implementing upgrades to the Main Street Art Park using expiring grant funds; coordinating the City's 25th Anniversary celebration; coordinating with local schools on a Community Garden on a city property adjacent to Silverland Middle School; and several other projects directed at community engagement.

The new position enables more robust engagement with the community to advance programs, events, and initiatives that support business and economic growth.

RECOMMENDED MOTION:

"I move to approve the reclassification of the Development Coordinator to the position of Community Development Program Manager with the job description and salary range as presented."

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 approve the reclassification which provides the City Manager's department with a properly classified role that reflects extended and existing responsibilities or provide staff with further direction.

BACKGROUND:

The City Manager's department continues to manage increasing workloads and duties that the current Development Coordinator is performing.

This change ensures that responsibilities ar recognized appropriately, and that staff are classified and compensated in alignment with their actual work being performed. The reclassification study was conducted with the HR Manager, per the Personnel Policies and Procedures, Section 4., "Position Classification Plan", Sections 4.1.1. "Purpose" and Section "Reclassification", Sections 4.1.5.1. through 4.1.5.4. Since this is an Exempt position, there was no need to negotiate the position with the IBEW, Local 1245. The duties of the Development Coordinator have been absorbed in the new classification. Therefore, the Development Coordinator will not be back filled.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Not applicable.

FINANCIAL IMPLICATIONS:

The Salary Range for the Economic Development Program Manager classification is $72,620.00 - $96,682.00 annually. The Salary Range for the Development Coordinator is $50,430.43 - $73,874.11. Since the new classification is Exempt, no overtime will be incurred.

While this reclassification is creating a new position within the department, it realigns an existing budgeted Development Coordinator position with its current responsibilities.

ATTACHMENTS:

1. 20260318_Community Development Program Manager - DRAFT

City of Fernley Community Development Program
Manager
Created: 04.01.2026 FLSA Status: Exempt
Revision Date:

CITY OF FERNLEY

Community Development Program Manager

Salary Range: $72,620 – $96,682

Commented [MC1]: This duties of this Position are related to what I was able to find as an Economic Development Coordinator. The "Program Manager" relates to a Director position.

Definition:

Under general supervision, performs, manages, coordinates, and implements diverse, complex, and multiple economic development programs and projects for the City; acts as a program manager, providing professional and responsible liaison activities as a representative of the City's interest with businesses, developers, and individual citizens.

Essential Functions: *(Performance of these functions is the reason the job exists. Employee may not be assigned all duties and assigned job tasks/duties are not limited to the essential functions.)*

- Perform, manage, coordinate, and implement diverse, complex, and multiple economic development programs and projects for the city;
- Perform administrative, technical, and professional work to prepare, implement, and maintain city programs, projects, and events;
- Develop and administer budgets for assigned programs, projects, and events;
- Develop and maintain Standard Operating Procedure (SOP) for the position including documents, examples of work, and workflow charts for internal and external use.
- Attend and participate in professional group meetings;
- Provide relevant program and project-related information and advice to the public, members of the business community, and internal city departments;
- Performs a variety of professional project management tasks in the field and office related to organizing, planning, designing, and managing the construction/improvements of parks, open space areas, community engagement events, community outreach events, and other projects that boost and support local businesses, community, and the residents of Fernley;
- Expected to use sound judgment covering a wide range of complex projects and responsibilities with minimal supervision;
- Promote the economic vitality of the city through business retention and recruitment through the established Local Business Development website;
- Provide monthly Community Development Reports and Quarterly Newsletters to members of the public, via online, through the emailed subscription list, hard copies at the counter, and public meetings;
- Must have general knowledge about the local community, businesses, groups, and programs, and establish strong working relationships;
- Must have the ability to manage and direct multiple programs simultaneously and manage confidential information with discretion;
- Managing donations and grants pertaining to programs, projects, or events as needed;
- Must have the ability to manage and coordinate with other city departments pertaining to programs, projects, or events;
- Responsible for annual or biannual research and conducting surveys relevant to community outreach and development within Fernley;
- Respond to and resolve difficult and complex complaints, requests, and inquiries from the public;
- Maintain the Community Development, Local Business Development, Discovering Fernley,

DRAFT

and other economic development-related webpages and continue to create and establish new subpages with relevant and accurate content;
- Update other Department webpages upon request; and
- Strive to establish AgriTourism, Business Tourism, Rural Tourism, and other forms of Tourism here in Fernley.
- May direct the work of support staff on a project or day-to-day basis.
- Perform related duties as required.

Qualifications for Employment: *(KSA's are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)*

Knowledge of:

- Methods and techniques of technical research;
- Pertinent federal, state, and local laws, codes, and regulations;
- Modern office practices, methods, and computer equipment, including relevant software programs;
- Oral and written communication skills; report writing, business English, including vocabulary, spelling, and correct grammatical usage and punctuation;
- Principles and procedures of record keeping;
- Practices of excellent customer service; and
- Proficiency in Microsoft Office, Excel, Publisher, PowerPoint and Google software.

Ability to:

- Respond to and resolve difficult and complex complaints, requests, and inquiries from the general public;
- Compile statistics, analyses, and prepare reports and spreadsheets;
- Conduct technical research;
- Identify problems and recommend solutions;
- Implement new and updated programs and procedures;
- Oversee multiple projects, tasks, and priorities to achieve the desired goal;
- Communicate clearly and concisely, both orally and in writing;
- Operate office equipment including computers and related software applications;
- Maintain accurate electronic and manual records, logs, and databases;
- Prepare clear and concise reports and correspondence; and
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience: *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

DRAFT

- Three (3) to five (5) years of comparable work experience or possess a Bachelor's degree in Business, Economics, Urban Planning, Marketing, Business Communications, Economic Development Studies, or a related field.
- Four (4) plus years of web design training, experience, and managing updates to provide accurate information.

License or Certification:

- Must possess a valid Nevada driver's license or have other means of transportation.

Physical Demands: *(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. In compliance with applicable disabilities laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodation. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodation with the employer.)*

Strength and stamina to occasionally bend, stoop, sit and stand for prolonged periods. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of paper, reference, and other materials weighing up to twenty-five pounds. Some reaching for items above or below desk level. While performing the duties of this job, the employee is regularly required to sit, use hands to finger, handle, or feel; and talk or hear. The employee is frequently required to stand, walk, and reach with hands and arms. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

Working Conditions:
Work is primarily performed indoors with generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise; periodic contact with upset and potentially angry or frustrated individuals; frequent interruptions of planned work activities by telephone calls, office visitors, and response to unplanned events.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records. I further acknowledge that this position description is not a binding contract for secured employment with the City of Fernley.

DRAFT

City of Fernley Community Development Program
Manager
Created: 04.01.2026 FLSA Status: Exempt
Revision Date:
Signature: _____ Date: _____

DRAFT

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Treston Rodriguez**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:	No: X	Yes:	No: X	N/A

ACTION REQUESTED: Ordinance
Receive/File

AGENDA ITEM:

(For Possible Action) Introduction and first reading regarding Bill #381 associated with ZMA26001, a request from M4 Victory Power QOZB, LLC for parcel 021-031-13 containing approximately 107.87 acres and generally located east of Interstate 80, west of Fernley Sink Lake, northeast of Duffy Road, and north of the existing Victory Logistics Planned Development rezoning the property from GR20 (General Rural, 20-acre minimum) to I (Industrial).

AGENDA ITEM BRIEF:

An application to change the zoning district for parcel 021-031-13, recently annexed to the City of Fernley through a voluntary petition by the property owner.

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, & History

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

The property owner, M4 Victory Power QOZB, LLC, submitted a voluntary annexation petition to the City of Fernley in October 2025. Fernley City Council adopted the proposed annexation ordinance on December 17th, 2025.

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.

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

The proposed zoning district will be consistent with the City's Master Plan through the related Master Plan Amendment request. By adjusting the land use designation and zoning district in tandem, the City ensures internally consistent changes to the City's zoning maps.

b. Consistent with the surrounding land uses.

As noted above, the site abuts a range of land use designations, zoning districts, and authority-having jurisdictions. The land uses allowed in the proposed Industrial zoning district are anticipated to be compatible with the uses allowed in the adjoining Victory Logistics District planned development and are likewise anticipated to be appropriate for siting in Fernley's periphery.

c. 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 legal advertisement published in the *Reno-Gazette Journal* on March 18, 2026. Mailed notice was provided to nearby property owners in accordance with FMC 32.03 and Nevada Revised Statutes. A public hearing was conducted at the March 11, 2026 Planning Commission meeting, at which the Commission voted 7–0 to recommend approval of the item to the City Council. A public hearing is also being held at today's City Council meeting.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General

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

Specific

NRS 278.030 – Creation of Planning Commission by cities and counties; number of members
NRS 278.150 – Master plan: Preparation and adoption by planning commission; adoption by governing body of

city or county
NRS 278.210 – Adoption of master plan and amendments by commission: Notice, hearing; neighborhood meeting; resolution; frequency of certain amendments; attested copies; certification by electronic means
NRS 278.260 – Determination, establishment, enforcement and amendment of zoning regulations

FMC 32.03.040(b) – Comprehensive master plan amendments
FMC 32.03.040(e) – Zoning map amendments (rezoning)
FMC 32.06.060 – General rural (GR20) and residential rural (RR5, RR1, and RR½)
FMC 32.06.110 – Industrial (EC and I)

FINANCIAL IMPLICATIONS:

None.

ATTACHMENTS:
1. Bill 381

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

BILL #381
CITY OF FERNLEY
ORDINANCE # _____

A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH CASE NUMBER ZMA26001, TO CHANGE THE ZONING OF A ±107.87-ACRE PARCEL GENERALLY LOCATED EAST OF INTERSTATE 80, WEST OF FERNLEY SINK LAKE, NORTHEAST OF DUFFY ROAD, AND NORTH OF THE VICTORY LOGISTICS PLANNED DEVELOPMENT FROM GR20 (GENERAL RURAL, 20-ACRE MINIMUM) TO I (INDUSTRIAL) (APN 021-031-13).

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

Section 1: The zoning of that certain real property totaling ±107.87 acres, more or less, situated in the City of Fernley, Nevada, and owned by M4 Victory Power QOZB, LLC, being more particularly described on Exhibit "A" attached hereto and depicted on "Exhibit B" attached hereto is hereby reclassified from GR20 (General Rural, 20-acre minimum) to I (Industrial).

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 pan certified herein 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 1st day of April 2026.

BILL #365 BEING HEREBY PASSED, APPROVED, AND ADOPTED this 15th day of April 2026, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

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

Attest By: _____ Date: _____

Kimberly Swanson, City Clerk

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Treston Rodriguez**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:	No: X	Yes:	No: X	N/a

ACTION REQUESTED: Ordinance
Receive/File

AGENDA ITEM:

(Possible Action) Introduction and first reading of Bill #377, a request from the Planning Department to amend the adjacency development standards contained in Title 32, Chapter 9, Section 30.

AGENDA ITEM BRIEF:

Adjacency standards have long frustrated both developers and regulatory bodies. Intended to preserve and enhance compatibility between different intensities and densities of uses, the current iteration of the standards is unclear and the requirements imposed are inadequate. The proposed amendment seeks to improve clarity, enhance requirements and developer options, and improve regulatory results.

The proposed changes include a complete overhaul of the section as follows:
1. Adding new purpose and applicability clauses to guide applicants and staff,
2. Adding subsection-specific definitions to aid in code application,
3. Refining requirements based on zoning district, and
4. Added an alternative option for "adequate buffering."

At the March 11, 2026 Planning Commission meeting, the Commission voted 7–0 to recommend approval to the City Council.

RECOMMENDED MOTION:

N/a

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/a

BACKGROUND:

Adjacency or intensity-buffering standards are a critical tool in integrating new development into existing neighborhood contexts and development patterns. In Fernley, the issue of adjacency is particularly salient due to a plethora of related regulatory and community conditions that have resulted in frictioned approval processes for development proposals: sharp population growth and increased demand for housing, rural and agricultural development patterns and expectations, and master planning that establishes a pathway for higher density projects throughout the City. This "perfect storm" has resulted in both development pressure and difficult approvals in formerly low density, large-lot portions of the community. The City's adjacency standards as presently written are somewhat confusing, resulting in dissatisfaction from neighbors, developers, and regulators alike. This amendment proposes to streamline requirements by simplifying options, adjusting standards for better results, and adding measurable, easy-to-apply standards.

The proposed changes include a complete overhaul of the section as follows:
1. Adding new purpose and applicability clauses to guide applicants and staff,
2. Adding section-specific definitions to aid in code application,
3. Refining requirements based on zoning district, and
4. Added an alternative option for "adequate buffering,"

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. Adjacency standards directly impact existing and new developments by requiring the use of development siting and platting strategies that ensure compatibility between uses, making this standard particularly impactful in implementing the Master Plan.

This amendment is also supported by the following specific goals and action strategies in that the adjusted regulations enhance land use compatibility. When compatibility requirements are more easily understood and applied, the approval process for denser developments is simplified and streamlined and adjoining property owners are better served by the results. These conditions make a greater range of housing and development options available to the community, encourage infill development, and preserve neighborhood character.

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 ability of the current and future households.

HP.1.3.1 Encourage a distribution of household incomes throughout the various planning areas.

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

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.

LU.1.5 Promote infill development.

LU.1.8 Ensure that future growth is sensitive to existing agricultural/farming uses.

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 through a published legal advertisement in the *Reno Gazette-Journal* on March 18, 2026. A public hearing was previously held at the March 11, 2026 Planning Commission meeting, at which time the Commission voted 7–0 to recommend approval to the City Council. A public hearing is now being held at today's City Council meeting.

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 32.09.030 – Adjacency

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:
1. Exhibit 1 - Bill 377
2. Exhibit 2 - Adjacency - Original Code
3. Exhibit 3- Adjacency - Amended Code

BILL #377
CITY OF FERNLEY
ORDINANCE #_____

AN ORDINANCE AMENDING TITLE 32, CHAPTER 9, SECTION 30 OF THE CITY OF FERNLEY DEVELOPMENT CODE TO IMPROVE CLARITY, REGULATORY RESULTS, AND DEVELOPMENT OPTIONS AS RELATED TO ADJACENCY STANDARDS.

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

Section 1. Title 32, Chapter 9, Section 030 (Adjacency) is hereby amended as follows:

Purpose. The purpose of this section is to define adjacency standards for different types and intensities of development.

(a) *Applicability.* The standards in this section shall apply to any new development unless an existing barrier (e.g., ridgeline, river, open space, right-of-way or natural terrain change) adequately buffers the existing built environment or platted lots from the new development.

(b) *Generally applicable standards.*

(1) All development shall be designed to minimize impacts on adjacent properties by:

(2) Limiting exterior lighting to full-cutoff shielded fixtures and directing lights away from adjacent properties;

(3) Limiting sources of audible noise (e.g., heating and air conditioning units) from building facades that face lower intensity uses; and

(4) Locating off-street parking, loading, and service areas away from shared property lines and incorporating them into the design of buildings they are intended to serve;

(5) Placing windows on the new development so as to maintain privacy by avoiding direct lines of sight into windows of adjoining developments; and

(6) Orienting upper-level balconies and other outdoor living spaces away from shared property lines to the extent practicable.

(c) *Lot adjacency and transition standards for rural neighborhoods.*

(1) *Purpose.* The purpose of this subsection is to maintain the established rural and semi-rural character of neighborhoods zoned GR20, RR5, RR1, and RR½ by requiring transitional lot sizes or physical separation where new single-family residential subdivisions abut such zoning districts.

(2) *Applicability.* This subsection applies to any application for a tentative map, parcel map, final map, or other subdivision approval that creates new single-family residential lots where any portion of the subdivision's exterior boundary shares a common boundary line with an Adjacent Rural Parcel.

(3) *Definitions.* For purposes of this subsection:

a. "Adjacent Rural Parcel" means a parcel with zoning designation GR20, RR5, RR1, or RR½ that shares a common boundary line with a proposed subdivision.

b. "Common Boundary Line" means a shared property line segment between the subdivision boundary and an Adjacent Rural Parcel.

c. "Transitional Edge Lot" means a lot within the subdivision having a rear or side lot line that is coextensive with the subdivision boundary along a Common Boundary Line.

(4) *Standards*.

a. *Default Requirement – Transitional Edge Lots.* A subdivision to which this subsection applies shall provide Transitional Edge Lots along each Common Boundary Line with an Adjacent Rural Parcel. Each Transitional Edge Lot shall be a minimum of one-half (½) acre in size.

b. *Alternative Standard*. In lieu of providing Transitional Edge Lots of at least one-half (½) acre, the subdivision may provide Adequate Buffering in accordance with subsection (e), in which case lots adjacent to the Buffer Zone may be sized in accordance with the underlying zoning district.

(d) *Lot adjacency and transition standards for residential subdivision compatibility*.

(1) *Purpose*. The purpose of this subsection is to ensure compatibility between new subdivisions and existing subdivisions by requiring comparable rear yard separation, building scale, and lot size transitions at shared boundaries.

(2) *Applicability*.

a. This subsection applies to any tentative map, parcel map, final map, or other subdivision approval that creates new residential lots, where any portion of the proposed subdivision's exterior boundary shares a Common Boundary Line with an Adjacent Subdivision Lot.

b. The standards in this subsection apply to all Boundary Lots along the applicable Common Boundary Line and shall apply regardless of the zoning of the proposed subdivision and the Adjacent Subdivision.

c. These standards are in addition to any other applicable development standards (including any rural adjacency standards). Where multiple standards apply, the more restrictive standard governs.

(3) *Definitions.* For purposes of this subsection:

a. "Adjacent Subdivision" means an existing, recorded subdivision (final map) containing platted lots, where one or more lots share a Common Boundary Line with a proposed subdivision.

b. "Adjacent Subdivision Lot" means a platted lot within an Adjacent Subdivision that shares a Common Boundary Line with a proposed subdivision.

c. "Boundary Lot" means a lot within a proposed subdivision that includes a rear or side lot line that is coextensive with the subdivision boundary along a Common Boundary Line.

d. "Common Boundary Line" means a shared property line segment between the proposed subdivision boundary and an Adjacent Subdivision Lot.

(4) *Standards*.

a. *Default Requirements*.

1. *Rear Setback Compatibility.* For each Boundary Lot, the minimum rear yard setback shall be not less than the rear yard setback applicable to the Adjacent Subdivision Lots along the same Common Boundary Line.

2. *Height Compatibility.* No principal structure located on a Boundary Lot shall exceed the maximum existing height of principal structures on the Adjacent Subdivision Lots along the same Common Boundary Line. If there are no existing principal structures on the Adjacent Subdivision Lots along the Common Boundary Line at the time of application, the maximum height of principal structures on Boundary Lots shall not exceed the maximum building height permitted for principal structures in the zoning district applicable to the Adjacent Subdivision.

3. *Minimum Lot Size Compatibility*. Each Boundary Lot shall have a minimum lot size equal to at least fifty percent (50%) of the average lot size of the Adjacent Subdivision Lots along the same Common Boundary Line.

4. *Alternative Compliance.* In lieu of complying with the rear setback, height, and minimum lot size compatibility requirements, the subdivision may provide Adequate Buffering in accordance with subsection (e), in which case lots adjacent to the Buffer Zone may be developed in accordance with the standards applicable to the underlying zoning district.

(e) *Adequate Buffering.*

(1) *Purpose and Effect*. This subsection establishes standards for "Adequate Buffering" that may be used as an alternative means of complying with the lot adjacency and transition standards for rural neighborhoods and residential subdivision compatibility. Where Adequate Buffering is provided in accordance with this subsection along a Common Boundary Line:

a. *Rural Adjacency*. The subdivision is not required to provide one-half (½) acre Transitional Edge Lots adjacent to parcels zoned GR20, RR5, RR1, or RR½ along that Common Boundary Line; and

b. *Subdivision-to-Subdivision Compatibility***.** Boundary Lots adjacent to an existing subdivision along that Common Boundary Line are not required to (i) match rear setbacks, (ii) be limited to the height of existing structures, or (iii) meet the 50% minimum lot size compatibility standard, provided the Buffer Zone fully complies with this Section.

(2) *Definitions*. For purposes of this subsection:

a. *"*Buffer Zone" means a separate lot, parcel, common area, easement, or dedicated area within the subdivision that is intended to provide physical and/or visual separation between development and an adjacent parcel or subdivision.

b. "Common Boundary Line" means a shared property line segment between the subdivision and an adjacent parcel or platted lot.

c. "Adequate Buffering" means a Buffer Zone and associated improvements meeting the requirements of this subsection.

(3) *Adequate Buffering Standards.* Adequate Buffering shall meet all of the following minimum standards:

a. *Minimum Width and Continuity*.

1. *Width.* The Buffer Zone shall be a minimum of thirty (30) feet wide, measured perpendicular from the Common Boundary Line inward to the subdivision.

2. *Continuity*. The Buffer Zone shall be continues along the full length of the applicable Common Boundary Line, except where interrupted by streets, public access connections, or necessary utility crossing.

b. *Required Buffer Zone Improvements.* The Buffer Zone shall include at least two (2) of the following improvements, designed to function together as an integrated separation feature:

1. *Trail/Path Corridor*. A paved or unpaved trail or path, with appropriate access control, wayfinding, and safety features as required by the City.

2. *Drainageway or Drainage Facility*. An open channel, swale, naturalized drainageway, or similar facility, including stabilized slopes and erosion control.

3. *Landscaping*. A continuous landscape screen using drought-tolerant and/or native plantings, with irrigation where required to ensure establishment and long-term viability.

4. *Berms or Grade Separation*. Berming or grade changes designed to provide visual screening and/or physical separation; may be combined with landscaping and fencing.

5. *Common Open Space Amenity*. Park space, common open space, community garden, or similar subdivision amenity designed to serve as separation area and not merely as residual land.

6. *Decorative Wall/Fence*. A wall or fence designed to provide privacy and separation; when used, it shall be combined with either landscaping or berming.

(4) *Use Restrictions*.

a. The Buffer Zone shall not be used for private yards, private storage, private accessory structures, driveways, or parking.

b. The Buffer Zone may contain only those improvements necessary to serve the Buffer Improvements (e.g., trails, drainage structures, landscaping, lighting, benches, small shade structures, utilities, and similar appurtenances), as approved with the subdivision.

(5) *Ownership and Maintenance*.

a. The Buffer Zone shall be placed in common ownership (i.e., conveyed to a HOA or a landscape maintenance district), a conservation easement, or similar legal mechanism approved by the City that provides for perpetual maintenance and repair.

b. The Buffer Zone shall be subject to recorded covenants, conditions, easements, map notes, or similar instruments prohibiting encroachments inconsistent with the buffering standards in this subsection and requiring maintenance in perpetuity.

(6) *Credit for existing separation areas.* Existing public rights-of-way, dedicated open space, drainage facilities, trail corridors, or similar separation areas located between the subdivision and the adjacent parcel or subdivision may be credited toward the width requirement in this subsection if the Administrator determines such areas function as part of the buffer and are reasonably comparable in separation effect.

(f) *Adjacency standards for multiple-family residential, commercial, and mixed-use development.*

(1) *Purpose.* This subsection is intended to minimize visual, privacy, and scale impacts where multifamily residential development, commercial development, or mixed-use development abuts single-family residential lots by requiring increased setbacks, upper-level stepbacks, and/or a height plane based on existing grade on the single-family side of the shared property line.

(2) *Standards.*

a. *Upper-level stepback*. An upper-level stepback of 10' for all portions of the building greater than 24' in height shall be provided along any shared property line. This setback is in addition to any setback required by the applicable zoning district regulations. Building projections such as balconies, eaves, and similar appurtenances may project up to 5' into the required combined total setback.

b. *Articulation and human scale*. To limit the appearance of bulk and scale, vertical or horizontal modulation, changes in color or materials, fenestration, and/or architectural appurtenances shall be provided on all facades facing adjoining rural residential or single-family residential zoning districts to the approval of the administrator.

Alternative approaches may be approved by the administrator provided the overall objective of these standards can be satisfied.

(g) *Lot adjacency standards—Industrial development.*

(1) *Purpose.* This subsection is intended to minimize visual, privacy, and scale impacts where industrial development abuts residential zoning districts by implementing buffers and site orientation

(2) *Standards.*

a. *Site Orientation.* Industrial development shall be oriented on the site to minimize off-site adverse impacts of noise, glare, smoke, dust, exhaust, vibration, etc., and protect the privacy of adjacent nonindustrial developments to the extent practicable.

b. *Appurtenances*. Mechanical equipment, lights, emissions, shipping/receiving areas, and other components of an industrial use that are outside of an enclosed building shall be located away from abutting residential zoning districts, schools, parks and other nonindustrial zoning districts as practicable; and

c. *Buffering*. A buffer with a minimum width of 20 feet is required between industrial development and any adjacent residential zoning district. The buffer shall provide landscaping to screen the development from residential development. The buffer shall not contain trash receptacles or be used for the storage of equipment, materials, vehicles, etc. The city may require a larger landscape buffer of a specific width, or other visual and/or sound barrier (fence, wall, landscaping, or combination of such measures), to mitigate any potential adverse impacts identified by the administrator.

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 #377 BEING HEREBY PROPOSED on the _1st_ day of _April_, 2026.

BILL #377 BEING HEREBY PASSED, APPROVED, and ADOPTED this _15th_ day of _April_, 2026, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

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

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

Sec. 32.09.030. - Adjacency standards.

Purpose. The purpose of this section is to define adjacency standards for different types and intensities of development.

(a) Applicability. The standards established in this section shall apply to any new development. Wherever a natural barrier (e.g., ridgeline, river, open space, or natural terrain change) buffers the existing built environment or platted lots from the new development, these standards shall not apply.

(b) Density. To the extent that land in such areas affected by this standard would be buildable under federal, state, or local regulations, the full eligible density may be utilized on other locations on the site.

(c) Generally.

(1) All development shall be designed to minimize impacts on adjacent properties by:

a. Limiting exterior lighting to full-cutoff shielded fixtures and directing lights away from adjacent properties;

b. Limiting sources of audible noise (e.g., heating and air conditioning units) from building facades that face lower intensity uses; and

c. Locating off-street parking, loading, and service areas away from the shared property and incorporating them into the design of buildings they are intended to serve;

d. Placing windows on the new development so as to maintain privacy by avoiding direct lines of sight into adjacent properties; and

e. Orienting balconies and other outdoor living spaces away from a shared property line.

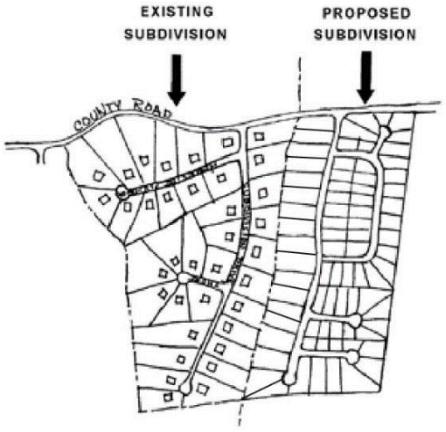
(d) Lot adjacency and transition standards—Single-family residential.

(1) To provide adequate transition between varying sizes of single-family residential parcels designated one dwelling unit per five acres to one dwelling unit per acre, the minimum adjacent lot size shall be one acre, unless approved otherwise by the administrator.

(2) To provide adequate transition between varying sizes of single-family residential parcels designated as one unit per acre or greater density, one of the following methods shall be utilized:

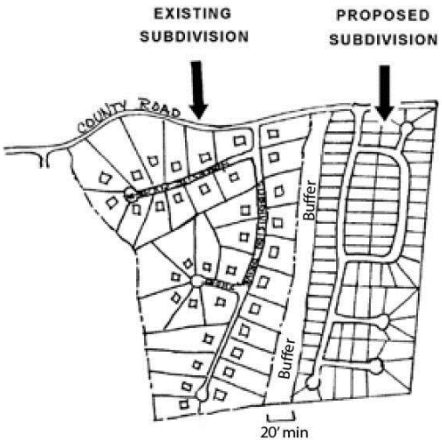
a. *Transition.* New subdivision lots adjacent to existing subdivision lots shall match the rear yard setbacks per base zoning, not exceed the number of stories of the existing adjacent homes and shall not exceed a 50-percent reduction in lot size of the existing subdivision lots. If existing subdivision lots are less than half acre, no transition is required.

Figure 32.09.030-1 - Lot Size Transition



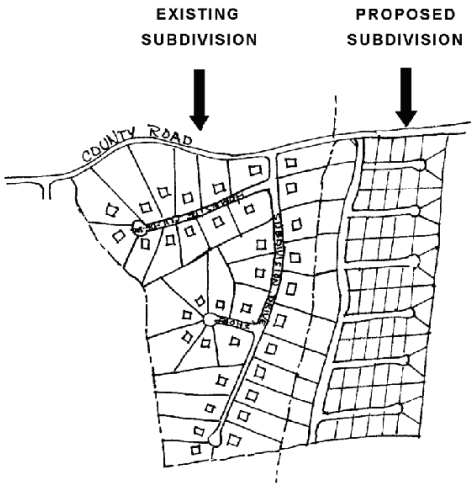
b. *Buffering.* A "buffer zone" shall be established and shall be a minimum of 20 feet wide. The buffer zone may be common open space for the proposed subdivision and shall include at least one of the following improvements: paths, trails, drainageways, landscaping, berms, or other subdivision amenities. The city may require a larger landscape buffer of a specific width, or other visual and/or sound barrier (open view fence, wall, landscaping, or combination of such measures), to mitigate any potential adverse impacts. The city may allow a major roadway or railroad right of way to constitute adequate buffering.

Figure 32.09.030-2 - Buffering



c. *Yard matching.* The rear yard widths of the proposed development shall match the rear yard widths of the existing development as depicted in Figure 32.09.030-3:

Figure 32.09.030-3 - Yard Matching



(2) In addition, lots proposed within a new subdivision that share a common property line with an established subdivision shall not contain structures that exceed the maximum height of the adjacent equivalent zoning district.

(e) Lot adjacency standards—Multiple-family residential.

(1) Residential infill that exceeds the height of adjacent existing homes by more than one story in height and/or are significantly larger in terms of their overall mass shall provide a transition using at least three of the following techniques:

a. "Stepping down" building height and mass along the shared property line to meet the height of the existing adjacent home, the "stepped down" portion of the building shall be a minimum of ten feet in depth along a minimum of 50 percent of the building's length;

b. Increasing the side yard setback, a minimum of five feet beyond that which is required and providing a landscape buffer along a shared lot edge;

c. Providing variations in the side building wall and roof form so that new structures have a comparable scale as adjacent homes along a shared side;

d. Utilizing a roof pitch and overhang similar to that of the adjacent structures; and

e. Utilizing dormers and sloping roofs to accommodate upper stories.

Alternative approaches may be approved by the administrator provided the overall objective of this standard can be satisfied.

(f) Lot adjacency standards—Commercial and mixed use.

(1) Transitions between mixed-use and commercial areas and adjacent residential neighborhoods shall be provided by utilizing the following techniques, as applicable:

a. Concentrating tallest buildings at the center of the site or along primary street frontages;

b. Providing gradual decreases in building height and mass so that new structures are a maximum of 24 feet in height along the shared lot line or a maximum of 36 feet height along the shared lot line or street frontage; or
c. Incorporating lower-intensity housing types (e.g., townhomes, duplexes, etc.) along a shared street frontage.

(g) Lot adjacency standards—Industrial.

(1) Industrial development shall be oriented on the site to minimize off-site adverse impacts of noise, glare, smoke, dust, exhaust, vibration, etc., and protect the privacy of adjacent nonindustrial zoning districts to the extent practicable. The following standards apply to all development within industrial zoning districts when abutting nonindustrial zoning districts:

a. Mechanical equipment, lights, emissions, shipping/receiving areas, and other components of an industrial use that are outside of an enclosed building shall be located away from abutting residential zoning districts, schools, parks and other nonindustrial zoning districts as practicable; and
b. A buffer with a minimum width of 20 feet is required between industrial development and any adjacent residential zoning district. The buffer shall provide landscaping to screen the industrial activities, such as parking, service and delivery areas, from the residential districts. The buffer shall not contain trash receptacles or be used for the storage of equipment, materials, vehicles, etc. The city may require a larger landscape buffer of a specific width, or other visual and/or sound barrier (fence, wall, landscaping, or combination of such measures), to mitigate any potential adverse impacts.

Sec. 32.09.030. ~~–~~ Adjacency standards.

Purpose. ~~-~~ The purpose of this section is to define adjacency standards for different types and intensities of development.

(a) *Applicability.* ~~-~~ The standards ~~established~~ in this section shall apply to any new development~~. Wherever a natural~~ unless an existing barrier (e.g., ridgeline, river, open space, right-of-way or natural terrain change) adequately buffers the existing built environment or platted lots from the new development~~, these~~.

~~*(a)*~~(b) *Generally applicable standards* ~~shall not apply~~.

~~*(b) Density.* To the extent that land in such areas affected by this standard would be buildable under federal, state, or local regulations, the full eligible density may be utilized on other locations on the site.~~

~~*(c) Generally.*~~

(1) All development shall be designed to minimize impacts on adjacent properties by:

~~a.~~(2) Limiting exterior lighting to full-cutoff shielded fixtures and directing lights away from adjacent properties;

~~b.~~(3) Limiting sources of audible noise (e.g., heating and air conditioning units) from building facades that face lower intensity uses; and

~~c.~~(4) Locating off-street parking, loading, and service areas away from ~~the~~ shared property lines and incorporating them into the design of buildings they are intended to serve;

~~d.~~(5) Placing windows on the new development so as to maintain privacy by avoiding direct lines of sight into ~~adjacent properties~~windows of adjoining developments; and

~~e.~~(6) Orienting upper-level balconies and other outdoor living spaces away from ~~a~~ shared property ~~line.~~lines to the extent practicable.

~~*(d)*~~(c) *Lot adjacency and transition standards* ~~*— Single-family residential*~~ *for rural neighborhoods*.

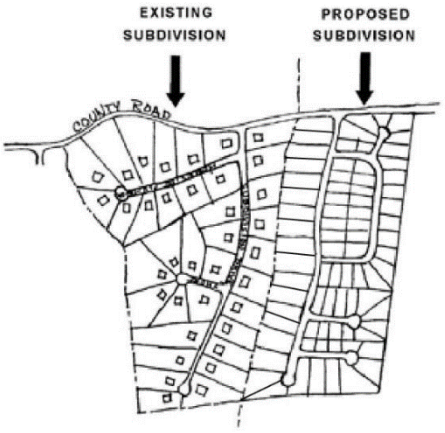
~~(1) To provide adequate transition between varying sizes of single-family residential parcels designated one dwelling unit per five acres to one dwelling unit per acre, the minimum adjacent lot size shall be one acre, unless approved otherwise by the administrator.~~

(1) ~~To provide adequate transition between varying sizes of~~ *Purpose.* The purpose of this subsection is to maintain the established rural and semi-rural character of neighborhoods zoned GR20, RR5, RR1, and RR½ by requiring transitional lot sizes or physical separation where new single-family residential subdivisions abut such zoning districts.

~~(2)~~ *Applicability.* This subsection applies to any application for a tentative map, parcel map, final map, or other subdivision approval that creates new single-family residential ~~parcels designated as one unit per acre or greater density, one~~lots where any portion of the ~~following methods shall be utilized:~~

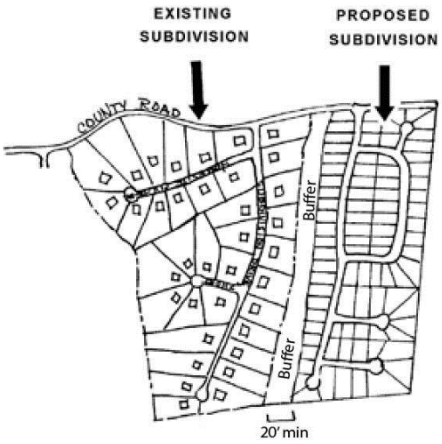
~~a. *Transition.* New subdivision lots adjacent to existing subdivision lots shall match the rear yard setbacks per base zoning, not exceed the number of stories of the existing adjacent homes and shall not exceed a 50-percent reduction in lot size of the existing subdivision lots. If existing subdivision lots are less than half acre, no transition is required.~~

~~Figure 32.09.030-1 - Lot Size Transition~~



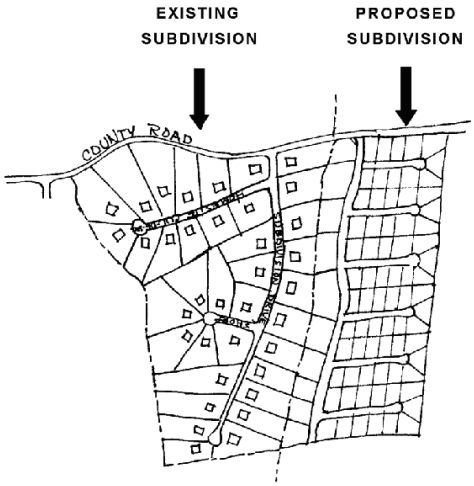
~~b.~~(2) ~~*Buffering.* A "buffer zone" shall be established and shall be~~subdivision's exterior boundary shares a ~~minimum of 20 feet wide. The buffer zone may be~~ common ~~open space for the proposed subdivision and shall include at least one of the following improvements: paths, trails, drainageways, landscaping, berms, or other subdivision amenities. The city may require a larger landscape buffer of a specific width, or other visual and/or sound barrier (open view fence, wall, landscaping, or combination of such measures), to mitigate any potential adverse impacts. The city may allow a major roadway or railroad right of way to constitute adequate bufferingboundary line with an Adjacent Rural Parcel~~.

~~Figure 32.09.030-2 - Buffering~~



~~c. *Yard matching.* The rear yard widths of the proposed development shall match the rear yard widths of the existing development as depicted in Figure 32.09.030-3:~~

~~Figure 32.09.030-3 - Yard Matching~~



~~(2) In addition, lots proposed within a new subdivision that share a common property line with an established subdivision shall not contain structures that exceed the maximum height of the adjacent equivalent zoning district.~~

~~*(e) Lot adjacency standards—Multiple-family residential.*~~

~~(1) Residential infill that exceeds the height of adjacent existing homes by more than one story in height and/or are significantly larger in terms of their overall mass shall provide a transition using at least three of the following techniques:~~

(3) ~~"Stepping down" building height and mass along the~~ *Definitions.* For purposes of this subsection:

a. "Adjacent Rural Parcel" means a parcel with zoning designation GR20, RR5, RR1, or RR½ that shares a common boundary line with a proposed subdivision.

b. "Common Boundary Line" means a shared property line ~~to meet~~segment between the ~~height of~~subdivision boundary and an Adjacent Rural Parcel.

c. "Transitional Edge Lot" means a lot within the ~~existing adjacent home,~~subdivision having a rear or side lot line that is coextensive with the ~~"stepped down" portion of the building~~subdivision boundary along a Common Boundary Line.

(4) *Standards*.

a. *Default Requirement – Transitional Edge Lots.* A subdivision to which this subsection applies shall provide Transitional Edge Lots along each Common Boundary Line with an Adjacent Rural Parcel. Each Transitional Edge Lot shall be a minimum of ~~ten feet in depth along a minimum of 50 percent of the building's length;~~one-half (½) acre in size.

b. ~~Increasing~~*Alternative Standard*. In lieu of providing Transitional Edge Lots of at least one-half (½) acre, the subdivision may provide Adequate Buffering in accordance with subsection (e), in which case lots adjacent to the Buffer Zone may be sized in accordance with the underlying zoning district.

(d) *Lot adjacency and transition standards for residential subdivision compatibility*.

(1) *Purpose*. The purpose of this subsection is to ensure compatibility between new subdivisions and existing subdivisions by requiring comparable rear yard separation, building scale, and lot size transitions at shared boundaries.

(2) *Applicability*.

a. This subsection applies to any tentative map, parcel map, final map, or other subdivision approval that creates new residential lots, where any portion of the proposed subdivision's exterior boundary shares a Common Boundary Line with an Adjacent Subdivision Lot.

b. The standards in this subsection apply to all Boundary Lots along the applicable Common Boundary Line and shall apply regardless of the zoning of the proposed subdivision and the Adjacent Subdivision.

c. These standards are in addition to any other applicable development standards (including any rural adjacency standards). Where multiple standards apply, the more restrictive standard governs.

(3) *Definitions.* For purposes of this subsection:

a. "Adjacent Subdivision" means an existing, recorded subdivision (final map) containing platted lots, where one or more lots share a Common Boundary Line with a proposed subdivision.

b. "Adjacent Subdivision Lot" means a platted lot within an Adjacent Subdivision that shares a Common Boundary Line with a proposed subdivision.

c. "Boundary Lot" means a lot within a proposed subdivision that includes a rear or side lot line that is coextensive with the subdivision boundary along a Common Boundary Line.

d. "Common Boundary Line" means a shared property line segment between the proposed subdivision boundary and an Adjacent Subdivision Lot.

(4) *Standards*.

a. *Default Requirements*.

1. *Rear Setback Compatibility.* For each Boundary Lot, the minimum rear yard setback~~, a minimum of five feet beyond that which is~~ shall be not less than the rear yard setback applicable to the Adjacent Subdivision Lots along the same Common Boundary Line.

2. *Height Compatibility.* No principal structure located on a Boundary Lot shall exceed the maximum existing height of principal structures on the Adjacent Subdivision Lots along the same Common Boundary Line. If there are no existing principal structures on the Adjacent Subdivision Lots along the Common Boundary Line at the time of application, the maximum height of principal structures on Boundary Lots shall not exceed the maximum building height permitted for principal structures in the zoning district applicable to the Adjacent Subdivision.

3. *Minimum Lot Size Compatibility*. Each Boundary Lot shall have a minimum lot size equal to at least fifty percent (50%) of the average lot size of the Adjacent Subdivision Lots along the same Common Boundary Line.

4. *Alternative Compliance.* In lieu of complying with the rear setback, height, and minimum lot size compatibility requirements, the subdivision may provide Adequate Buffering in accordance with subsection (e), in which case lots adjacent to the Buffer Zone may be developed in accordance with the standards applicable to the underlying zoning district.

(e) *Adequate Buffering.*

(1) *Purpose and Effect*. This subsection establishes standards for "Adequate Buffering" that may be used as an alternative means of complying with the lot adjacency and transition standards for rural neighborhoods and residential subdivision compatibility. Where Adequate Buffering is provided in accordance with this subsection along a Common Boundary Line:

a. *Rural Adjacency*. The subdivision is not required ~~and providing a~~ to provide one-half (½) acre Transitional Edge Lots adjacent to parcels zoned GR20, RR5, RR1, or RR½ along that Common Boundary Line; and

b. *Subdivision-to-Subdivision Compatibility***.** Boundary Lots adjacent to an existing subdivision along that Common Boundary Line are not required to (i) match rear setbacks, (ii) be limited to the height of existing structures, or (iii) meet the 50% minimum lot size compatibility standard, provided the Buffer Zone fully complies with this Section.

(2) *Definitions*. For purposes of this subsection:

a. "Buffer Zone" means a separate lot, parcel, common area, easement, or dedicated area within the subdivision that is intended to provide physical and/or visual separation between development and an adjacent parcel or subdivision.

b. "Common Boundary Line" means a shared property line segment between the subdivision and an adjacent parcel or platted lot.

c. "Adequate Buffering" means a Buffer Zone and associated improvements meeting the requirements of this subsection.

(3) *Adequate Buffering Standards.* Adequate Buffering shall meet all of the following minimum standards:

a. *Minimum Width and Continuity*.

1. *Width.* The Buffer Zone shall be a minimum of thirty (30) feet wide, measured perpendicular from the Common Boundary Line inward to the subdivision.

2. *Continuity*. The Buffer Zone shall be continues along the full length of the applicable Common Boundary Line, except where interrupted by streets, public access connections, or necessary utility crossing.

b. *Required Buffer Zone Improvements.* The Buffer Zone shall include at least two (2) of the following improvements, designed to function together as an integrated separation feature:

1. *Trail/Path Corridor*. A paved or unpaved trail or path, with appropriate access control, wayfinding, and safety features as required by the City.

2. *Drainageway or Drainage Facility*. An open channel, swale, naturalized drainageway, or similar facility, including stabilized slopes and erosion control.

3. *Landscaping*. A continuous landscape screen using drought-tolerant and/or native plantings, with irrigation where required to ensure establishment and long-term viability.

4. *Berms or Grade Separation*. Berming or grade changes designed to provide visual screening and/or physical separation; may be combined with landscaping and fencing.

5. *Common Open Space Amenity*. Park space, common open space, community garden, or similar subdivision amenity designed to serve as separation area and not merely as residual land.

6. *Decorative Wall/Fence*. A wall or fence designed to provide privacy and separation; when used, it shall be combined with either landscaping or berming.

(4) *Use Restrictions*.

a. The Buffer Zone shall not be used for private yards, private storage, private accessory structures, driveways, or parking.

b. The Buffer Zone may contain only those improvements necessary to serve the Buffer Improvements (e.g., trails, drainage structures, landscaping, lighting, benches, small shade structures, utilities, and similar appurtenances), as approved with the subdivision.

(5) *Ownership and Maintenance*.

a. The Buffer Zone shall be placed in common ownership (i.e., conveyed to a HOA or a landscape maintenance district), a conservation easement, or similar legal mechanism approved by the City that provides for perpetual maintenance and repair.

b. The Buffer Zone shall be subject to recorded covenants, conditions, easements, map notes, or similar instruments prohibiting encroachments inconsistent with the buffering standards in this subsection and requiring maintenance in perpetuity.

~~b.~~(6) *Credit for existing separation areas.* Existing public rights-of-way, dedicated open space, drainage facilities, trail corridors, or similar separation areas located between the subdivision and the adjacent parcel or subdivision may be credited toward the width requirement in this subsection if the Administrator determines such areas function as part of the buffer ~~along a shared lot edge;~~and are reasonably comparable in separation effect.

~~c. Providing variations in the side building wall and roof form so that new structures have a comparable scale as adjacent homes along a shared side;~~

~~d. Utilizing a roof pitch and overhang similar to that of the adjacent structures; and~~

~~e. Utilizing dormers and sloping roofs to accommodate upper stories.~~

(f) *Adjacency standards for multiple-family residential, commercial, and mixed-use development.*

(1) *Purpose.* This subsection is intended to minimize visual, privacy, and scale impacts where multifamily residential development, commercial development, or mixed-use development abuts single-family residential lots by requiring increased setbacks, upper-level stepbacks, and/or a height plane based on existing grade on the single-family side of the shared property line.

(2) *Standards.*

a. *Upper-level stepback*. An upper-level stepback of 10' for all portions of the building greater than 24' in height shall be provided along any shared property line. This setback is in addition to any setback required by the applicable zoning district regulations. Building projections such as balconies, eaves, and similar appurtenances may project up to 5' into the required combined total setback.

b. *Articulation and human scale*. To limit the appearance of bulk and scale, vertical or horizontal modulation, changes in color or materials, fenestration, and/or architectural appurtenances shall be provided on all facades facing adjoining rural residential or single-family residential zoning districts to the approval of the administrator.

Alternative approaches may be approved by the administrator provided the overall objective of ~~this standard~~ these standards can be satisfied.

~~*(f) Lot adjacency standards—Commercial and mixed use.*~~

~~(1) Transitions between mixed-use and commercial areas and adjacent residential neighborhoods shall be provided by utilizing the following techniques, as applicable:~~

~~a. Concentrating tallest buildings at the center of the site or along primary street frontages;~~

~~b. Providing gradual decreases in building height and mass so that new structures are a maximum of 24 feet in height along the shared lot line or a maximum of 36 feet height along the shared lot line or street frontage; or~~

~~c. Incorporating lower-intensity housing types (e.g., townhomes, duplexes, etc.) along a shared street frontage.~~

(g) *Lot adjacency standards—Industrial development.*

(1) *Purpose.* This subsection is intended to minimize visual, privacy, and scale impacts where industrial development abuts residential zoning districts by implementing buffers and site orientation

(2) *Standards.*

~~(1)~~a. *Site Orientation.* Industrial development shall be oriented on the site to minimize off-site adverse impacts of noise, glare, smoke, dust, exhaust, vibration, etc., and protect the privacy of adjacent nonindustrial ~~zoning districts~~developments to the extent practicable. ~~The following standards apply to all development within industrial zoning districts when abutting nonindustrial zoning districts:~~

~~a.~~b. *Appurtenances.* Mechanical equipment, lights, emissions, shipping/receiving areas, and other components of an industrial use that are outside of an enclosed building shall be located away from abutting residential zoning districts, schools, parks and other nonindustrial zoning districts as practicable; and

~~b.~~c. *Buffering.* A buffer with a minimum width of 20 feet is required between industrial development and any adjacent residential zoning district. The buffer shall provide landscaping to screen the ~~industrial activities, such as parking, service and delivery areas,~~development from ~~the~~ residential ~~districts~~development. The buffer shall not contain trash receptacles or be used for the storage of equipment, materials, vehicles, etc. The city may require a larger landscape buffer of a specific width, or other visual and/or sound barrier (fence, wall, landscaping, or combination of such measures), to mitigate any potential adverse impacts~~.~~ identified by the administrator.

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Mitzi Carter, Human Resource Manager**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes: X	No:	Yes:	No: X	100-412, 510-810, 520-810

ACTION REQUESTED: Ordinance

AGENDA ITEM:

(Discussion and Possible Action) Introduction and first reading of Bill #382 amending Fernley Municipal Code Title 2, Administration, Chapter 8, Mayor and City Council, Section 2.08.01, Salaries and annual increases by adjusting the salary for Mayor and City Council.

AGENDA ITEM BRIEF:

Discussion and possible Action to adopt NRS 245.043 as amended by NV SB116 in the 2025 Legislation session for Mayor and Council wages.

RECOMMENDED MOTION:

"I move to approve the Ordinance for salary adjustment for the Mayor to be equal to that of Lyon County Commissioner and salary adjustment for City Council to be at eighty percent (80%) of that of the Mayor's salary, both effective November 2028 and both as set forth in NRS 245.043."

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 approve or not approve a salary adjustment to the Mayor's and City Council's salary adjustment.

BACKGROUND:

On February 18, 2026, Council Member Torres of Ward 4, presented a City Council Agenda Item Request to adopt NRS 245.043, as amended by NV SB116 in the 2025 Legislation Session, for the adjustment of Council and Mayor's annual salaries. The Mayor's salary is proposed to be adjusted to match that of the Lyon County Commissioner's salary with the City Council's salary to be at eighty percent (80%) of the Mayor's salary.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 245.043 as amended by NV SB116, NRS 266.230

FINANCIAL IMPLICATIONS:

Exact financial implications are unknown at this time but will be budgeted for in the FY29-30 budget per NRS 266.230.

ATTACHMENTS:

1. 03.18.2026 Ordinance for Salary Adjustment for Mayor and City Council

CITY OF FERNLEY, NEVADA
SALARY ADJUSTMENT FOR MAYOR AND CITY COUNCIL

INTRODUCED BY CITY COUNCIL

AN ORDINANCE AMENDING SECTION 2.08.01 OF THE CITY OF FERNLEY MUNICIPAL CODE TO ADJUST THE SALARIES OF THE MAYOR AND CITY COUNCIL MEMBERS; AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the salary of the mayor and city council is established by ordinance; and

WHEREAS, in order to ensure that all salaries of the mayor and city council is reflective of the number of hours worked by the participation in the meetings, committees and subcommittees as required by being the mayor and/or city council member

WHEREAS, the mayor and city council have determined their salaries should be based on a percentage of the Lyon County Commission as established by the Nevada State Legislature in NRS 245.043.

THE CITY COUNCIL OF THE CITY OF FERNLEY DOES ORDAIN:

Section 1. Section 2.08.01 is hereby amended to read as follows:

A. The *annual* salary of the *office* of mayor *shall be equal to that of a Lyon County Commissioner as set forth in NRS 245.043 and shall be payable biweekly. This salary shall become effective the Monday following the general election in November 2028.*

B. The *annual* salaries of city council members *shall be eighty percent (80%) of that of a City of Fernley mayor as set forth in NRS 245.043, and shall be payable biweekly. This salary shall become effective the Monday following the general election in November 2028.*

Section 2. Section 2.08.01 is hereby repealed in its entirety

~~Whereas, NRS 266.450 requires compensation for city-elected officers to be set by ordinance, and the council recognizes the requirements for, and workload of, the city-elected officers, just compensation is both fair and necessary for the work done by the city-elected officers; and~~

~~Whereas, effective April 2005 salaries for city council were set at $640.42 per month; and~~

~~Whereas, since that date, city council members have received annual increases, based on the U.S. Consumer Price Index, CPI U (all urban consumers); and~~

SALARY ADJUSTMENT FOR MAYOR AND CITY COUNCIL

~~Whereas, effective April 2005 the salary for the mayor was set at $900.00 per month; and~~

~~Whereas, since that date, the mayor has received annual increases based on the U.S. Consumer Price Index, CPI U (all urban consumers); and~~

~~Whereas, the CPI adjustments shall continue each July 1:~~

~~(1) Therefore, council members will continue to receive annual increases adjusted to include the annual cost-of-living adjustment set by the U.S. Consumer Price Index, CPI U (all urban consumers); and~~

~~(2) Therefore, newly-elected council members will receive compensation at the same rate as the council member whose position they are assuming; and will receive annual increases adjusted to include the annual cost-of-living adjustment set by the U.S. Consumer Price Index, CPI U (all urban consumers); and~~

~~(3) Therefore, effective July 1, 2017, the mayor shall receive compensation at the rate of twice the amount being paid to council members.~~

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

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

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

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

SECTION 7. If any subsection, phrase, sentence or portion of this 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 8. 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.

PASSED AND ADOPTED this _____ day of _____, 2026, by the following vote of the City Council.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this _____ day of _____, 2026, by:

_____
NEAL E. MCINTYRE, Mayor

ATTEST:

_____

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Michele Rambo, Planning Director**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:	No: X	Yes:	No: X	N/A

ACTION REQUESTED: Resolution
Motion

AGENDA ITEM:

(For Possible Action) Discussion and possible action on Resolution #26-005, requested by Mark IV Capital, authorizing the formation of a working group to establish the estimated costs for the creation of the Fernley Power District, a municipal utility to serve the Victory Logistics District and directing the preparation of an Ordinance pursuant to NRS 266.290.

AGENDA ITEM BRIEF:

Mark IV is exploring the idea of constructing a power generation facility to supply their Victory Logistics District instead of waiting for NV Energy to provide the needed infrastructure. NRS 266.290 requires that the City Council consider the estimated cost of creating a public utility district prior to approval of the district itself. To determine this cost, Resolution #26-005 is requesting the formation of a working group.

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

Because Mark IV is the only business impacted by the potential power generation facility, they have provided a written agreement to waive any required Business Impact Statement.

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

The Victory Logistics District has been getting significant interest from large data center companies to locate within the City of Fernley. The electricity needs for these data centers are more than NV Energy can provide at this time. In fact, it may be up to ten (10) years before NV Energy can build the infrastructure needed to serve these data centers. Therefore, Mark IV, the developer of the Victory Logistics District, is pursuing the option to build their own power generation facility that would serve just their development area through a public utility district.

Nevada law grants incorporated cities with broad authority to acquire, construct, and operate public utilities as part of their municipal powers. Cities organized under Nevada's general law (like Fernley) may establish and operate municipal utilities to serve residents and businesses within their jurisdiction. Before a city creates such a utility, state law requires the governing body to approve an ordinance creating the district, which includes an estimate of the costs associated with acquisition, construction, and operation of the proposed electric utility system. The cost estimate is compiled through the creation of a "working group" authorized by the City Council, that compiles the cost estimate and returns the same to the City Council, incorporated in a formation ordinance for City Council's review and approval.

Proposed Timeline:
Mark IV has proposed a fairly aggressive timeline to go though the process to create the public utility district.
Step 1 - Initial Resolution and Formation of Working Group - April 2026
Step 2 - Preparation of Cost Estimate and Introduction/Publication of Formation Ordinance - Late April/Early May 2026
Step 3 - City Council Consideration and Adoption of Ordinance - June 2026
Step 4 - Establishment of the District and Appointment of Advisory Board, Grant of Franchise - July 2026

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 266.290(2)(b)
NRS 268.003
NRS 268.0035
NRS 268.530
NRS 278.020
NRS 278.260
NRS 704.340

FINANCIAL IMPLICATIONS:

None at this time. The proposed working group will determine any financial implications. The City would receive franchise fees in association with this public utility district in increasing amounts based on phasing of the power generation facility.

ATTACHMENTS:

1. Resolution - Fernley Power District
2. Working Group Summary and Schedule
3. EXAMPLE Working Group Calculations
4. EXAMPLE Working Group Report

CITY OF FERNLEY

RESOLUTION # 26-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FERNLEY, NEVADA, AUTHORIZING THE FORMATION OF A WORKING GROUP TO ESTABLISH THE ESTIMATED COSTS FOR THE CREATION OF THE FERNLEY POWER DISTRICT, A MUNICIPAL UTILITY TO SERVE THE VICTORY LOGISTICS DISTRICT, AND DIRECTING THE PREPARATION OF AN ORDINANCE PURSUANT TO NRS 266.290.

WHEREAS, the City of Fernley ("City") is a general-law municipality organized under Nevada Revised Statutes (NRS) Chapter 266, and is broadly empowered under NRS 266.285, NRS 266.290, and NRS 268 to acquire, construct, operate, and maintain public utilities to serve the needs of its residents and businesses; and

WHEREAS, Mark IV Capital ("MIV") is the primary developer of the Victory Logistics District ("VLD"), a premier industrial and commercial development within the City, operating pursuant to that certain Development Agreement with the City of Fernley identified as DA22001; and

WHEREAS, despite numerous good-faith attempts, Mark IV has been unable to feasibly obtain sufficient electric power to serve the customers of VLD through the existing incumbent public utility, NV Energy, within a commercially reasonable time frame; and

WHEREAS, such prolonged delays by the incumbent utility would render the continued development of VLD impractical, if not entirely impossible, thereby threatening significant planned capital investment within the City; and

WHEREAS, the successful and timely development of VLD will bring substantial additional tax revenues, franchise fees, and robust economic development benefits to the City of Fernley and its residents, which would otherwise be lost or significantly delayed; and

WHEREAS, to overcome these barriers, Mark IV and its development partner for energy infrastructure, Stella Power, have preliminarily explored, planned, and engineered an islanded power solution for VLD, the capital and development costs of which would be entirely borne by the private partner developers within VLD; and

WHEREAS, the City stands to accrue significant tax benefits, infrastructure improvements, and revenues from the development of VLD, which cannot be practically realized without the creation of the "Fernley Power District," a municipal power district formed and operated pursuant to NRS 266.290, NRS Chapter 268, and Title 10 of the Fernley Municipal Code; and

WHEREAS, the City Council finds that it is firmly in the economic development and public interests of the City to resolve to explore the creation of the Fernley Power District and to consider an ordinance for its formal establishment pursuant to NRS 266.290; and

WHEREAS, NRS 266.290(2)(b) requires that before enacting an ordinance for the establishment of a public utility, the City Council must obtain an estimate of the costs thereof, which shall be included in such enacting ordinance;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fernley, Nevada, as follows:

Section 1. Findings.

The City Council hereby adopts the foregoing recitals as its formal findings, confirming that the exploration and potential formation of the Fernley Power District serves a compelling public purpose and is vital to the economic development of the City.

Section 2. Formation of Working Group.

The City Council hereby authorizes and appoints a working study group (the "Working Group") comprised of at least one designated representative from the City of Fernley, Mark IV, and Stella Power, (collectively, “Representative Members”) not to exceed three members total.

Section 3. Purpose and Scope of the Working Group.

The Working Group is explicitly tasked with developing a report detailing the estimated costs of constructing and operating the Fernley Power District, in satisfaction of the requirements set forth in NRS 266.290(2)(b).

Section 4. Costs and Expenses of Working Group

Costs and Expenses, if any, incurred by the Working Group shall be borne solely by Mark IV and Stella Power. In no case shall the City of Fernley be obligated to any cost or expense related to the Working Group or its final report.

Section 4. Return of Ordinance.

Upon the completion of the Working Group's cost estimate report, City staff and the City Attorney are directed to draft and return an ordinance for the formal creation of the Fernley Power District to the City Council for its review, consideration, and potential adoption in accordance with Nevada law. It is anticipated that the City Council will take up the Ordinance for introduction and working group study review during the Council’s May 6, 2026 Regular City Council meeting.

Section 5. Effective Date.

This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2026, by the following vote of the Fernley City Council:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

FERNLEY CITY COUNCIL

By: _____

Neal E. McIntyre, Mayor

Date: _____

ATTEST:

By: _____

Kim Swanson, City Clerk

Date: _____

PROPOSED WORKING GROUP – FERNLEY POWER DISTRICT

A template schedule for working group activities pursuant to NRS 266.290(2)(b).

Objective: The Working Group will compile a report for the City Council regarding the estimated costs of establishing the Fernley Power District, estimated ongoing operational costs, and the manner and terms of cost recovery (payment) for such expenses. It is intended the Working Group's Report will be approved by the City Council, along with the Authorizing Ordinance creating the Fernley Power District.

Background: NRS 266.290 prescribes the procedure for a general law City (like Fernley) to establish a Municipal Utility. NRS 266.290(2)(b) requires that the Authorizing Ordinance include "[t]he estimated cost [of the municipal utility], as shown by [a] report approved by the council and mayor, of an engineer ***or body theretofore appointed by the council for that purpose.***" (*emphasis added).* The Fernley Power District Working Group (FPD Working Group) is anticipated to be formed by Resolution during the Fernley City Council's April 1, 2026, Regular City Council Meeting. After approval of the Resolution, the FPD Working Group will compile a report which includes the following: (1) An estimate of the costs necessary to establish and continually operate the FPD; and (2) the proposed manner and terms of payment for such costs.* The FPD Working Group's report will support approval of the FPD Authorizing Ordinance. Both the FPD Working Group's report and Authorizing Ordinance will be considered jointly at the May 6, 2026 City Council meeting for introduction and publication pursuant to NRS 266.290(3).

Proposed Membership: It is proposed that the working group consist of three (3) members, representing the various interests related to the District. The three representative entities are proposed as follows:

1. A representative from the City of Fernley
2. A representative from Mark IV Capital
3. A representative from Stella Power

PROPOSED WORKING GROUP SCHEDULE

April 1, 2026	Working Group formed by Resolution of City Council
April 2, 2026	Initial Meeting of Working Group. Discussion on Scope. Q&A of general issues. Select a chairman. Resolve schedule/logistical concerns.
April 6, 2026	Expenses (Part 1)- Formation expenses and capital investments
April 9, 2026	Expenses (Part 2)- Recurring and operational expenses (Years 1-5)
April 13, 2026	Proposed manner of terms and payment
April 16, 2026	Final issues, synthesize information for inclusion in report
April 23, 2026	Final Report and Draft Authorization Ordinance Delivered to City of Fernley for consideration during May 6, 2026, City Council Meeting.

*Though not expressly required by NRS 266.290(2)(b), given NRS 266.290(2)(c)'s mandate that the "proposed manner and terms of payment" for the municipal utility also be included within the Authorizing Ordinance, information relative to the requirements of NRS 266.290(2)(c) will be included within the report required pursuant to NRS 266.290(2)(b).

*Though not expressly required by NRS 266.290(2)(b), given NRS 266.290(2)(c)'s mandate that the "proposed manner and terms of payment" for the municipal utility also be included within the Authorizing Ordinance, information relative to the requirements of NRS 266.290(2)(c) will be included within the report required pursuant to NRS 266.290(2)(b).

FERNLEY Power District Expense and Revenue Pro Forma

This document presents illustrative scenarios for potential revenues and costs to the City of Fernle
the Victory Logistics District.

High and low scenarios utilize Primary Generation Partner estimates of potential power prices ass
infrastructure within the District. **This information is highly commerically sensitive and not for**

Exact all-in energy prices will be highly contingent on various factors related to development that a
include but are not limited to: natural gas supply and costs, power equipment prices, customer loa
to District approval; and for the avoidance of doubt, the District is not a rate regulated utility with c
will be primarily demonstrated by the private development partners' ability to attract and sign agre

Notes

- Due to timelines expected for power equipment delivery and gas supply, it is likely that the D
  Group shows partial year operation in this pro forma as a pro-rated load factor for customer
  fees to the County will depend primarily on the timing of gas supply availability and permittin
- These estimates pertain specifically to District operation and do not intend to estimate City r
  Because the exact mix of equipment and customer demand is to be determined, we have nc
  county in 2027.
- Consulting costs for District formation in Year 0 (2026) are estimated based on XXX hours o
  cover a comprehensive suite of professional services and administrative activities, as well as
  reflected in future operating years of $XXX/year.
- Consulting costs are contemplated to be reimbursed from District franchise fee revenue onc
  forma as the District reimbursing the prior year's consulting and staff support costs in a given
  the first three years of full District operations (here, 2029-2031).

Assumptions

- All assumptions and price estimates are preliminary and subject to change based on negotiatio
- Capital expenditures and operating expenses assumed in line with current market information a
- Capitalization and financing cost assumed in line with current capital markets as of February 2(
- Commodity prices assumed in line with current market as of February 2026
- Customer load profile from consultant and engeneering feedback; these should be considered

ey by the Fernley Power District's (District) establishment and operations, within

sociated with the construction and operation of energy generation and delivery
public disclosure.

are currently in progress, as well as negotiation with customers. These factors
ad expectations, financing costs. These aspects cannot be fully determined prior
ost of service subject to public regulatory review. Financial viability of the District
ements with end-use customers.

District will begin serving customer demand in 2028. Conservatively, the Working
demand in that year. Exact magnitude of load served and accural of franchise
ıg timelines.

evenue associated with the District prior to operation start, including sales taxes.
ot included these estimates at this time, but expect they will begin accruing to the

of support work, at $XXX, but not to exceed $XXX. These one-time costs will
s the advisory board's operations. There is ongoing staff support for the District

e the District begins operations. This is reflected in the expense and revenue pro
n year. Upfront consulting support costs are contemplated to be recovered over

ons with end-use customers.

and highly confidential supplier and partner conversations

026

preliminary and subject to change based on customer negotiations

CONFIDENTIAL AND TRADE SECRET - NOT FOR PUBLIC DISCLOSURE

Fernley Power District 5-Year Operational Revenue and Expense Scenarios

Note: County revenue estimates only include franchise fees; sales and other tax estimates to be determined but additive to county revenue in late 2026 through 2027

All figures preliminary and subject to change

Core assumptions

Estimated customer load factor - full year	92%	
Estimated customer load factor - partial year	25%	
Franchise Fee	5%	
High price scenario - year 1 ($/MWh)	$140	*based on Sierra Catalyst estimates of energy prices within the District associated with the construction and operation of generation and delivery infrastructure, exclusive of franchise fees. Actual prices will be negotiated*
Low price scenario - year 1 ($/MWh)	$126	
Price escalator	2%	

Year of District Operation	***0***	***1***	***2***	***3***	***4***	***5***
Calendar Year	*2026*	*2027*	*2028*	*2029*	*2030*	*2031*
High Franchise Fee Revenue Scenario	$0	$0	$0	$0	$0	$0
Low Franchise Fee Revenue Scenario	$0	$0	$0	$0	$0	$0

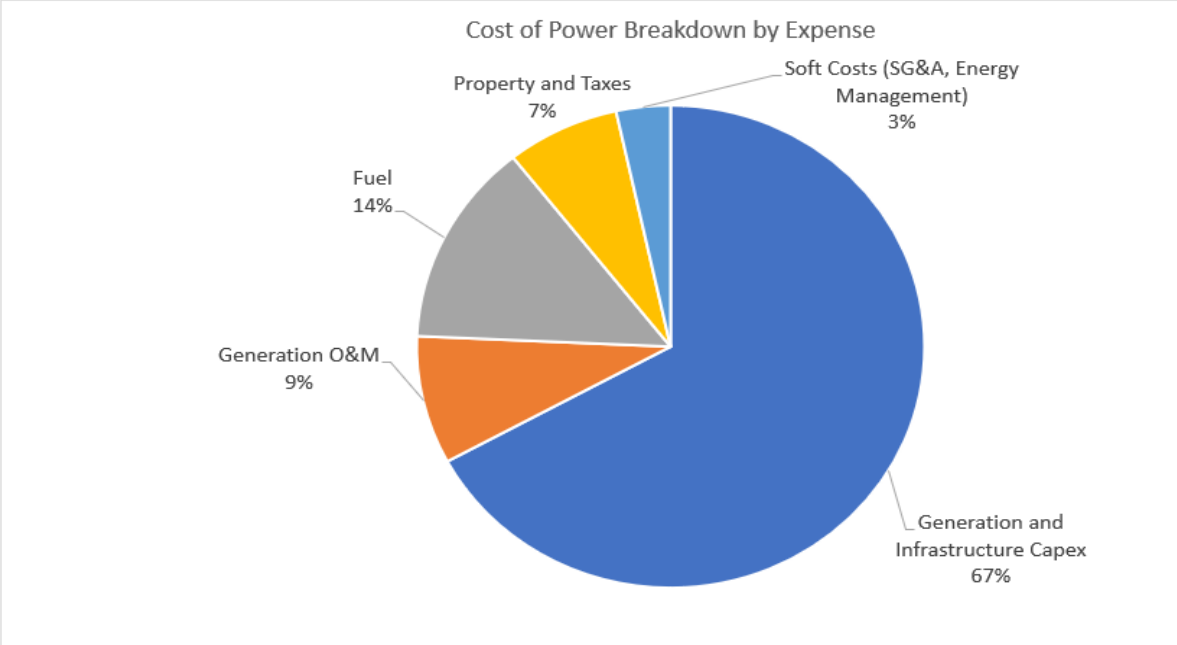
High Revenue Scenario	**Notes**	2026	2027	2028	2029	2030	2031
Energy Sales							
Estimated Customer Peak Demand (MW)		0	0				
Estimated Load Factor (%)	*Assumes partial year operation in 2028*	0	0				
Estimated Energy Sold (MWh)		0	0	0	0	0	0
Energy Price ($/MWh)	*Based on high cost estimate to construct and operate generation and delivery infrastructure within the District; exclusive of franchise fee*						
Generation and delivery infrastructure capital							
Non-fuel operational expenses							
Fuel expenses							
Other Administrative and Taxes							
Associated Franchise Fee Revenue to County ($)		$0	$0				
Franchise fee (implied $/MWh)							
Consulting and ongoing staff support							
Initial Estimated Hours							
Initial Estimated Consultant Rate ($)							
Total consulting costs ($)							
Consulting and staff support budget from Developer ($)							
Consulting and staff support reimbursement to Developer ($)	*Assumes reimbursement of annual costs from the previous year beginning when the District begins collecting franchise fee revenue + upfront consulting support recovery spread across 2029-*						
Net revenue/(cost) to City - consulting and staff support ($)							
Net revenue/(cost) to county - High Scenario Total		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Low Revenue Scenario	**Notes**	2026	2027	2028	2029	2030	2031
Energy Sales							
Estimated Customer Peak Demand (MW)							
Estimated Load Factor (%)	*Assumes partial year operation in 2028*						
Estimated Energy Sold (MWh)							
Energy Price ($/MWh)	*Based on low cost estimate to construct and operate generation and delivery infrastructure within the District; exclusive of franchise fee*						
Generation and delivery infrastructure capital							
Non-fuel operational expenses							
Fuel expenses							
Other Administrative and Taxes							
Associated Franchise Fee Revenue to County ($)							
Franchise fee (implied $/MWh)							
Consulting and ongoing staff support							
Initial Estimated Hours							
Initial Estimated Consultant Rate ($)							
Total consulting costs ($)							
Consulting and staff support budget from Developer ($)							
Consulting and staff support reimbursement to Developer ($)	*Assumes reimbursement of annual costs from the previous year beginning when the District begins collecting franchise fee revenue + upfront consulting support recovery spread across 2029-*						
Net revenue/(cost) to City connsulting and staff support ($)							
Net revenue/(cost) to county - Low Scenario Total		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

CONFIDENTIAL AND TRADE SECRET - NOT FOR PUBLIC DISCLOSURE

Share of power price associated with capital and operational expenses in the District

EXAMPLE ONLY



PRO FORMA REPORT PURSUANT TO NRS 266.290(2)(b) – FERNLEY POWER DISTRICT

*****For Use by Fernley Power Distrcit Working Group**

A. FINANCIAL RESPONSIBILITY

a. All infrastructure and operating costs for the District will be fully funded and secured by Development Partners and will not require funding from the City of Fernley or the Fernley Power District ("District").

b. To minimize cost exposure and financial risk to the District, Primary Generation Partner, End-Use Customers, or Franchise Electric Service Company (ESCo) shall be responsible for developing, owning, financing, and operating the electric power distribution and delivery system. Accordingly, the District would not own, finance, or operate any electric energy generation, storage, or delivery assets.

c. The District reserves the right to consider, evaluate, and adopt methods related to the ownership or control of distribution-level facilities where the District Governing Board determines such action is: (i) necessary or prudent for the advancement or continued operation of the District; (ii) economically feasible; and (iii) secured by adequate financial commitments from End-Use Customers to cover all associated costs and liabilities. Any such ownership shall be limited to distribution-level assets necessary for service continuity and shall not include generation facilities unless fully secured by private financial commitments.

d. All Generation Partners, including Primary Generation Partner, are responsible for securing all required permits, complying with all applicable regulatory requirements, and bearing full financial and operational risk.

e. The District shall operate as an independent legal entity pursuant to NRS Chapter 266. The District shall not rely upon any county, city, or municipality for operational performance, financial support, regulatory compliance, or risk assumption (other than ordinary governance roles of the City of Fernley). All contractual, operational, and financial obligations shall be satisfied solely through District revenues and private contractual arrangements.

B. FINANCIAL CAPABILITY

The District's financial capability is based upon legally binding contractual commitments, credit support requirements, indemnification obligations, and revenue sufficiency projections incorporated into Energy Supply Agreements and District Service Rules. Neither the City of Fernley, nor its residents, will be financially burdened, by the creation or operation of the District. To that end, the Development Partners within the District will ensure that no adverse financial impacts on property owners outside the District boundary or to the City itself will occur. District participants will be required to agree to robust indemnification provisions between and among the District,

Development Partners, ESCo, and End-Use Customers to ensure that the City of Fernley is insulated from any adverse financial impact.

C. INDEBTEDNESS, FINANCING, AND NON-RECOURSE OBLIGATIONS

a. The District may incur indebtedness only to the extent authorized by NRS and City of Fernley governance. Any such indebtedness shall be payable solely from revenues of the District or other lawfully pledged funds of the District and shall not constitute a debt or liability of the City of Fernley. District Stakeholders and the City of Fernley do not intend or foresee the need for the District to assume any indebtedness.

b. The District shall not incur indebtedness of the District secured by the taxing power, general fund, or credit of the City of Fernley. Nothing in this Service Plan or any ordinance forming or governing the District shall be construed to obligate the City of Fernley to levy taxes, pledge its credit, or otherwise backstop obligations of the District.

c. The District shall not be liable for any financial, operational, construction, environmental, regulatory, market, fuel, transmission, performance, insolvency, or project finance risk of any Development Partner, Generation Partner, Primary Generation Partner, District Energy Manager, or End-Use Customer.

d. The District shall not be deemed a guarantor, surety, backstop, or credit enhancer of any private electric facility. All obligations of the District shall be limited solely to funds actually received and legally available.

D. CREDIT AND SECURITY REQUIREMENTS

a. The District may establish creditworthiness standards for entities providing services to, or in collaboration with, the District, such as ESCo and Development Partners. In applying such standards, the District may consider reasonable factors such as existing indemnification agreements if any, the entity's financial condition, credit rating or equivalent metrics, capital partner(s), corporate structure, and the magnitude and term of the services.

b. Creditworthiness requirements for End-Use Customers contracting with Primary Generation Partner for electric energy will be provided for in ESAs. ESAs may include risk mitigation provisions such as "take-or-pay" obligations for a term of years; minimum monthly or annual billing requirements; and other prudent and commercially reasonable mechanisms. ESAs shall also include customary default and remedy provisions, including the right to accelerate contracts, draw upon security or terminate service upon non-payment.

c. Subject to any creditworthiness requirements and security that Development Partners require, the District may elect to prospectively establish creditworthiness standards for End-Use Customers purchasing electric power from District-procured resources,

with particular attention to End-Use Customers whose loads and contractual obligations represent a significant share of District revenues.

i. In applying such standards, the District may consider reasonable factors such as the End-Use Customer's financial condition, credit rating or equivalent metrics, corporate structure, and the magnitude and term of the proposed service commitment.

ii. Where the District determines that an End-Use Customer's credit profile or structure presents a material risk to District indemnification, the District may require one or more forms of security, which may include a parent or affiliate guaranty, an irrevocable letter of credit, a cash deposit or prepayment, or other commercially reasonable security.

d. Non-payment by End-Use Customers to the District, or appropriately assigned District entity, for electric services furnished shall not create any financial, administrative, or operational obligation for the City of Fernley.

e. All Generation Partners and End-Use Customers shall fully indemnify, defend, and hold harmless the District from and against any and all claims, damages, liabilities, penalties, regulatory fines, environmental claims, construction defects, interconnection disputes, outages, performance failures, credit defaults, non-payment, or third-party claims arising from their activities.

f. Indemnification obligations shall survive termination of agreements and be supported by insurance and/or posted financial security.

E. INSURANCE

a. The District shall maintain, and shall require Development Partners, contractors, interconnecting facility owners, End-Use Customers, and others operating within the District to maintain commercially reasonable insurance coverage appropriate to their activities, including general liability, property, and, where available and appropriate, wildfire or catastrophic event coverage. The District shall require that such policies name the District as an additional insured.

b. To the extent permitted by law, District Service Rules and contracts may include provisions that ensure that District Participants are subject to Good Utility Practice. Where a District Participant fails to meet, or materially deviates from, Good Utility Practice, in all cases the District Participant shall be liable for any direct damages arising from interruptions or fluctuations in service. In no case shall the District be obligated to financially secure, cover, or remedy any District Participant failure as contemplated by this provision. District Participants shall indemnify the District (subject to any sovereign immunity defenses and damage caps applicable under Nevada Law) and allocate risk among various Development Partners and End-Use Customers in a manner consistent with industry practice.

c. The District will require all providers of electric power to design and operate any such system in accordance with District Service Rules, once adopted. District Service Rules shall, to the extent practicable, be consistent with generally accepted utility standards to promote safety and reliability. The District may rely on the National Electric Safety Code, guidelines on Prudent Utility Practice, and similar resources in formulating and adopted District Service Rules.

Expense Estimates (spreadsheet reference)

(Cover page for Spreadsheet doc)
******Pro forma for use by FPD Working Group***

Expense estimates are provided to the extent feasible.

It should be noted that infrastructure and improvements within the District will be self-financed by District Participants, thereby mitigating concerns that would otherwise exist related to the municipal assumption of capital developments and operations of a Municipal Utility.

Such estimates and proposals are sufficient under the Service Plan, but are subject to finalization of contracts with District Participants.

This document presents illustrative scenarios for potential revenues and costs to the City of Fernley associated with Fernley Power District (District) establishment and operations, within the Victory Logistics District.

High and low scenarios utilize average sales in $/MWh for Sierra Pacific Power's commercial and industrial cusotmers as representative price benchmarks, alongside different illustrative customer demand ramping schedules. representative benchmarks were taken from Sierra Pacific Power's submissions to the Energy Information Administration's Form 861 submission. Relevant inputs in final cost arrangements will depend on existing natural gas supply and costs, power equipment prices, customer load expectations, financing costs, and ultimately customer price negotiations. These aspects cannot be fully determined prior to District approval.

Notes

- Due to timelines expected for power equipment delivery and gas supply, it is likely that the District will begin serving customer demand in the second half of 2028. This partial year operation is shown in the form of a pro-rated load factor for customer demand in that year.

- These estimates pertain specifically to District operation and do not include revenue associated with the District that the City will benefit from prior to operation start, including property and sales taxes and permitting fees. Because the exact mix of equipment and customer demand is to be determined, we have not included these estimates at this time, but expect they will begin accruing to the county in late 2026 through 2027.

- Consulting costs for District formation in Year 0 (2026) are estimated based on 500 hours of support work, at $250-500, but not to exceed $250,000. These one-time costs will cover a comprehensive suite of professional services and administrative activities, as well as the Fernley Power District operations. These formation costs will be provided as an advance from District Participants, and recoverable from operational revenues once the District is in service. We expect ongoing professional support fees to cost approximately $XXXX/year, advanced from Development Partners and refunded from Project revenues over time. Consulting fee advanced to the District will be refunded from the District to those cost sponsors from Project revenues or other development fees collected by the District.

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Ana Navarro**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:	No: X	Yes:	No: X	510-166100

ACTION REQUESTED: Resolution

AGENDA ITEM:

Discussion and possible action to approve Resolution No. 26-006, authorizing the submission of an application for funding through the Nevada State Revolving Fund (SRF) Program for the Highway 50 Water Main Extension and Looping Project.

AGENDA ITEM BRIEF:

The City of Fernley has identified the need to improve water system reliability along the Highway 50 corridor as part of its ongoing planning efforts. The project is identified as a priority in the City's Water Master Plan and Capital Improvement Plan. It is eligible for grant funding, which requires submission of an application to the Nevada State Revolving Fund (SRF) Program. Approval of the resolution allows the City to apply for funding without committing to accepting a loan, with any future agreement subject to City Council approval.

RECOMMENDED MOTION:

"I move to approve that the Resolution No. 26-006 authorizing submission of an application to the Nevada Office of Financial Assistance for funding through the State Revolving Fund (SRF) Program for the Highway 50 Water Main Extension and Looping Project."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may decide not to approve the consent motion and provide direction to the Utilities Department and staff on how to proceed with the improvements needed at this facility.

BACKGROUND:

Project

The City of Fernley owns and operates a public drinking water system that serves residential, commercial, and regional users. As part of ongoing system evaluation and long-term planning, the City has identified the need to improve the reliability and performance of the water system along the Highway 50 corridor.

Currently, portions of the water system in this corridor operate under dead-end conditions and lack adequate looping. This configuration limits operational flexibility and creates vulnerabilities during maintenance activities, emergency events, or system failures. These conditions may also impact fire flow availability and water quality.

The proposed Highway 50 Water Main Extension and Looping Project consists of installing a transmission water main to eliminate dead ends, improve redundancy, and enhance system performance. The project has been identified in the City's Water Master Plan and Capital Improvement Plan (CIP) as a priority infrastructure improvement.

Nevada State Revolving Fund

The Nevada State Revolving Fund (SRF) Program, administered by the Nevada Office of Financial Assistance, provides low-interest loans and potential grant funding for eligible water infrastructure projects. Recent federal appropriations approved by the United States Congress in 2026 make this project eligible for funding consideration; however, eligibility requires that the project be included on the SRF priority funding list.

Approval of this resolution authorizes staff to submit the required application to secure a position on the funding list. Submission of the application is a necessary step to preserve the City's eligibility for available grant funding opportunities.

It is important to note that approval of this resolution does not obligate the City to accept SRF funding or enter into a loan agreement. Any future funding agreement, including loan terms and financial commitments, will be presented to the City Council for review and approval before execution.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Administrative Code Chapter 445A

FINANCIAL IMPLICATIONS:

There is no immediate financial obligation associated with submitting the SRF application.

ATTACHMENTS:

1. Resolution 26-006

CITY OF FERNLEY, NEVADA
RESOLUTION NO. 26-006

A RESOLUTION AUTHORIZING THE SUBMISSION OF THE APPLICATION FOR FUNDING THROUGH THE NEVADA STATE REVOLVING FUND (SRF) PROGRAM FOR THE HIGHWAY 50 WATER MAIN EXTENSION AND LOOPING PROJECT

WHEREAS, the City of Fernley owns and operates a public drinking water system that serves residents, businesses, and regional users; and

WHEREAS, the City has identified the need to construct the Highway 50 Water Main Extension and Looping Project, which consists of the installation of a transmission water main to eliminate dead-end conditions, improve system redundancy, and enhance fire flow and water quality; and

WHEREAS, the existing water system in the Highway 50 corridor relies on limited redundancy, creating a risk of service interruption in the event of system failure, maintenance activities, or emergency conditions; and

WHEREAS, the project is eligible for funding through appropriations approved by the United States Congress in 2026, and such appropriations require that the project be included on the SRF funding priority list; and

WHEREAS, the project is consistent with the City of Fernley Water Master Plan, Capital Improvement Plan (CIP), and strategic priorities for infrastructure resilience, public health, and economic development.

NOW, THEREFORE, BE IT RESOLVED that the City of Fernley hereby authorizes the submission of an application to the Nevada Office of Financial Assistance for funding through the SRF for the Highway 50 Water Main Extension and Looping Project, with the understanding that any loan agreement associated with such funding will be presented to the City Council for review and approval should the City elect to proceed with SRF financing.

PASSED, APPROVED AND ADOPTED on the 1st day of April 2026 by the following vote of the Council:

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: ____

By: _____ _____

Mayor Neal E. McIntyre Kim Swanson, City Clerk

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: April 1, 2026

REPORT TO:	Fernley Planning Commission
REPORT FROM:	**Treston Rodriguez**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:	No: X	Yes:	No: X	N/A.

ACTION REQUESTED: Ordinance
Motion

AGENDA ITEM:

(For Possible Action) Discussion and possible action regarding CA26001 and Bill #379, a request from the Planning Department to amend the City's land use table, Fernley Municipal Code Title 32, Chapter 6, Section 150, Table 2, to allow multifamily and mixed-use developments by right in commercial zones pursuant to State Assembly Bill 241.

AGENDA ITEM BRIEF:

Multifamily and mixed-use developments are presently allowed in the City's commercial zoning districts with conditional use permit approval. Fernley's commercial zoning districts include the Neighborhood Commercial (C1), General Commercial (C2), and Tourist Commercial (TC) zoning districts. This code amendment aligns the City's development regulations with recent State legislation that stipulates that multifamily and mixed-use developments shall be allowed by right in commercial zones.

At the February 11th Planning Commission meeting, the Commission unanimously recommended approval of the proposed development code text amendment. First reading of the proposed ordinance was conducted at the March 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 379 associated with CA26001 amending the City's land use table, FMC 32.06.150, Table 2, for consistency with AB 241."

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 379 associated with CA26001 amending the City's land use table to align with AB 241 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 379 associated with CA26001 amending the City's land use table to align with AB 241 with the following modifications:
(*Identify modification and supporting rationale—repeat for each requested modification*)."

BACKGROUND:

State Assembly Bill 241 was introduced on February 17th, 2025, amended and engrossed, and approved by the Governor on May 31st, 2025. The bill came into effect on October 1st, 2025. AB 241 revises provisions related to housing, specifically providing that multifamily developments and mixed-use developments containing a residential component shall be allowed by right on properties zoned for commercial use. The bill declares void any state or local regulations that are in conflict with these provisions.

City of Fernley regulations are presently in conflict with AB 241; our use table indicates that conditional use approvals are required for multifamily developments in commercial zoning districts. This requirement would be extended to mixed-use developments with a multifamily residential component. To ensure that development, dimensional, and density standards can be applied effectively, the City proposes to amend our use table to align with AB 241, allowing the specified project types by right in the appropriate zoning districts, and also adding references to the applicable district standards to ensure their proper application. District standards are not proposed to be amended at this time.

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.
While this amendment does not drastically alter the uses that can be achieved in the City's commercial zoning districts, the proposed change does simplify the review process by removing the requirement for a discretionary entitlement process. This reduces cost and shortens timelines to construction—meaningful metrics for Fernley's development community. The proposed change rectifies an inconsistency with state law and is a necessary response to the region's considerable housing needs. Supporting this amendment are the following community goals and action strategies from the City's adopted Comprehensive Master Plan.

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 ability of the current and future households.

HP.1.1.1 Encourage higher densities in the downtown core and as part of master planned communities that also provide a mixture of job-generating and commercial land uses within the overall development.

HP.1.4 Provide opportunities for high-density residential development near the downtown core and elsewhere in the community where appropriate.

LU.1.5 Promote infill development.

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

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 ad in the Reno-Gazette Journal on January 28th, 2026. A public hearing was held at the February 11th Planning Commission meeting. Additional public notice was provided for the March 18th City Council meeting where a 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
AB 241 - An Act Related to Housing

FMC 1.01.03 – Official Municipal Code, Amendments
FMC 32.03.040(d) – Development Code, Administration, Development Code Text Amendments
FMC 32.06.150, Table 2 – Development Code, Zoning Districts, Use Table

FINANCIAL IMPLICATIONS:

None.

ATTACHMENTS:
1. Exhibit 1 - Bill 379
2. Exhibit 2 - Original Use Table
3. Exhibit 3 - Amended Use Table
4. Exhibit 4 - Assembly Bill 241

BILL #379
CITY OF FERNLEY
ORDINANCE #_____

AN ORDINANCE AMENDING TITLE 32, CHAPTER 6, SECTION 150, TABLE 2 (UNLISTED USES AND USE TABLE) TO ALLOW MULTIFAMILY AND MIXED-USE DEVELOPMENTS BY RIGHT IN COMMERCIAL ZONING DISTRICTS CONSISTENT WITH STATE ASSEMBLY BILL 241.

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

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

Use Category		Use Type	Additional Use Standards	GR20	RR5	RR1	RR½	SF20	SF12	SF9	SF6	MDR14	MF21	MF30	MU	C1	C2	TC	EC	I	PF
Residences																					
		Multifamily building <100 units	Reference chapter 32.06									C	P	P	P	P	P	P			
		Multifamily building ≥100 units	Reference chapter 32.06									C	C	C	P	P	P	P			

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 _March_, 2026.

BILL #364 BEING HEREBY PASSED, APPROVED, and ADOPTED this _18th_ 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: _____ Date:_____
Kim Swanson, City Clerk

Use Category		Use Type	Additional Use Standards	GR20	RR5	RR1	RR½	SF20	SF12	SF9	SF6	MDR14	MF21	MF30	MU	C1	C2	TC	EC	I	PF
Residences																					
		Multifamily building <100 units										C	P	P	P	C	C				
		Multifamily building ≥100 units										C	C	C	C	C	C				

Use Category		Use Type	Additional Use Standards	GR20	RR5	RR1	RR½	SF20	SF12	SF9	SF6	MDR14	MF21	MF30	MU	C1	C2	TC	EC	I	PF
Residences																					
		Multifamily building <100 units	Reference chapter 32.06									C	P	P	P	~~C~~P	~~C~~P	P			
		Multifamily building ≥100 units	Reference chapter 32.06									C	C	C	~~C~~P	~~C~~P	~~C~~P	P			

Assembly Bill No. 241–Assemblymember Jauregui

CHAPTER.....

AN ACT relating to housing; requiring the governing body of each county and city to adopt an ordinance to authorize by-right a multifamily housing development or mixed-use development that includes a residential use on property zoned for commercial use; declaring void certain county or city ordinances; authorizing the State Land Registrar to transfer, under certain circumstances, certain real property owned by the State of Nevada to certain entities without consideration; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Section 1 of this bill requires each governing body of a county or city to adopt an ordinance that authorizes by-right a multifamily housing development or mixed-use development that includes a residential use on property zoned for commercial use. **Section 1** also authorizes such an ordinance to establish certain standards and requirements to qualify for such a by-right development. **Section 1** further provides that any such ordinance does not apply to any property: (1) that is zoned for or in relation to an airport; or (2) within the region defined in the Tahoe Regional Planning Compact. (NRS 277.200) **Section 1** further provides that property zoned for commercial use does not include property zoned for industrial use. **Section 5** of this bill declares void any ordinance, regulation or rule of a county or city which conflicts with the provisions of this bill.

Existing law authorizes the governing body of a county or city to divide the county, city or region into zoning districts of such number, shape and area as are best suited to carry out certain purposes. Within a zoning district, the governing body may regulate and restrict the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land. (NRS 278.250) **Section 4** of this bill creates an exception to account for the requirement that the governing body of a county or city adopt an ordinance to authorize by-right a multifamily housing development or mixed-use development that includes a residential use on property zoned for commercial use pursuant to **section 1**.

Existing law requires that an action or proceeding seeking judicial relief or review from or with respect to any final action, decision or order of any governing body of a county or city be commenced within 25 days after the date of filing of notice of the final action, decision or order with the clerk or secretary of the governing body. (NRS 278.0235) **Section 3** of this bill applies these provisions to **section 1**.

Section 2 of this bill makes a conforming change to apply the definitions of certain terms relating to planning and zoning to **section 1**.

Existing law requires the State Land Registrar to execute on behalf of the State of Nevada any lease, deed or other document by which any land or interest therein owned by the State is conveyed. (NRS 321.003) **Section 5.3** of this bill authorizes the State Land Registrar to transfer title to certain real property owned by the State, with certain restrictions, to Catholic Charities of Northern Nevada and the Reno-Sparks Gospel Mission. **Section 5.3** provides that such a transfer is conditioned upon the Reno Redevelopment Agency entering into certain agreements with Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission. **Section 5.3** further provides that such agreements must require the Reno Redevelopment

Agency to: (1) survey and generate a legal description for the portions of real property that the State Land Registrar is authorized to transfer to each entity; and (2) pay the costs relating to the transfer of the real properties. **Section 5.5** of this bill requires the deed for the real properties to include certain restrictions and provide for the reversion of the title to the real properties under certain circumstances.

EXPLANATION – Matter in ***bolded italics*** is new; matter between brackets [~~omitted material~~] is material to be omitted.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Chapter 278 of NRS is hereby amended by adding thereto a new section to read as follows:

1. Except as otherwise provided in subsection 2, not later than March 1, 2026, each governing body shall adopt an ordinance that authorizes by-right a multifamily housing development or mixed-use development that includes a residential use on property zoned for commercial use. The ordinance may establish standards and requirements to qualify for by-right a multifamily housing development or mixed-use development.

2. Any ordinance adopted pursuant to this section does not apply to any property:

(a) That is zoned for or in relation to an airport; or

(b) Within the region defined by NRS 277.200, the Tahoe Regional Planning Compact.

3. As used in this section, "property zoned for commercial use" does not include property zoned for industrial use.

Sec. 2. NRS 278.010 is hereby amended to read as follows:

278.010 As used in NRS 278.010 to 278.630, inclusive, ***and section 1 of this act,*** unless the context otherwise requires, the words and terms defined in NRS 278.0103 to 278.0195, inclusive, have the meanings ascribed to them in those sections.

Sec. 3. NRS 278.0235 is hereby amended to read as follows:

278.0235 1. No action or proceeding may be commenced for the purpose of seeking judicial relief or review from or with respect to any final action, decision or order of any governing body, commission or board authorized by NRS 278.010 to 278.630, inclusive, ***and section 1 of this act,*** unless the action or proceeding is commenced within 25 days after the date of filing of notice of the final action, decision or order with the clerk or secretary of the governing body, commission or board.

2. A petitioner or cross-petitioner who is seeking judicial review must serve and file a memorandum of points and authorities within 40 days after an action is commenced.

3. The respondent or cross-petitioners shall serve and file a reply memorandum of points and authorities within 30 days after the service of the memorandum of points and authorities.

4. The petition or cross-petitioner may serve and file a reply memorandum of points and authorities within 30 days after service of the reply memorandum.

5. Within 7 days after the expiration of the time within which the petitioner is required to reply, any party may request a hearing. Unless a request for hearing has been filed, the matter shall be deemed submitted.

6. All memoranda of points and authorities filed in proceedings involving petitions for judicial review must be in the form provided for appellate briefs in Rule 28 of the Nevada Rules of Appellate Procedure.

7. The court, for good cause, may extend the times allowed in this section for filing memoranda.

Sec. 4. NRS 278.250 is hereby amended to read as follows:

278.250 1. For the purposes of NRS 278.010 to 278.630, inclusive, ***and section 1 of this act,*** the governing body may divide the city, county or region into zoning districts of such number, shape and area as are best suited to carry out the purposes of NRS 278.010 to 278.630, inclusive ~~[. Within]~~ ***, and section 1 of this act. Except as otherwise provided in section 1 of this act, within*** the zoning district, it may regulate and restrict the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land.

2. The zoning regulations must be adopted in accordance with the master plan for land use and be designed:

(a) To preserve the quality of air and water resources.

(b) To promote the conservation of open space and the protection of other natural and scenic resources from unreasonable impairment.

(c) To consider existing views and access to solar resources by studying the height of new buildings which will cast shadows on surrounding residential and commercial developments.

(d) To reduce the consumption of energy by encouraging the use of products and materials which maximize energy efficiency in the construction of buildings.

(e) To provide for recreational needs.

(f) To protect life and property in areas subject to floods, landslides and other natural disasters.

(g) To conform to the adopted population plan, if required by NRS 278.170.

(h) To develop a timely, orderly and efficient arrangement of transportation and public facilities and services, including public access and sidewalks for pedestrians, and facilities and services for bicycles.

(i) To ensure that the development on land is commensurate with the character and the physical limitations of the land.

(j) To take into account the immediate and long-range financial impact of the application of particular land to particular kinds of development, and the relative suitability of the land for development.

(k) To promote health and the general welfare.

(l) To ensure the development of an adequate supply of housing for the community, including the development of affordable housing.

(m) To ensure the protection of existing neighborhoods and communities, including the protection of rural preservation neighborhoods and, in counties whose population is 700,000 or more, the protection of historic neighborhoods.

(n) To promote systems which use solar or wind energy.

(o) To foster the coordination and compatibility of land uses with any military installation in the city, county or region, taking into account the location, purpose and stated mission of the military installation.

3. The zoning regulations must be adopted with reasonable consideration, among other things, to the character of the area and its peculiar suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city, county or region.

4. In exercising the powers granted in this section, the governing body may use any controls relating to land use or principles of zoning that the governing body determines to be appropriate, including, without limitation, density bonuses, inclusionary zoning and minimum density zoning.

5. As used in this section:

(a) "Density bonus" means an incentive granted by a governing body to a developer of real property that authorizes the developer to build at a greater density than would otherwise be allowed under the master plan, in exchange for an agreement by the developer to perform certain functions that the governing body determines to be

socially desirable, including, without limitation, developing an area to include a certain proportion of affordable housing.

(b) "Inclusionary zoning" means a type of zoning pursuant to which a governing body requires or provides incentives to a developer who builds residential dwellings to build a certain percentage of those dwellings as affordable housing.

(c) "Minimum density zoning" means a type of zoning pursuant to which development must be carried out at or above a certain density to maintain conformance with the master plan.

Sec. 5. On and after March 1, 2026, any ordinance, regulation or rule of a county or city which conflicts with the provisions of this act is void and unenforceable.

Sec. 5.3. 1. If the Reno Redevelopment Agency enters into an agreement with Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission, as applicable, pursuant to subsection 2, the Administrator of the Division of State Lands of the State Department of Conservation and Natural Resources, as ex officio State Land Registrar, may transfer, without consideration, to:

(a) Catholic Charities of Northern Nevada, all interest of the State of Nevada in the real property located on the western portion of the property commonly known as the Northern Nevada Adult Mental Health Services Campus, containing approximately 4 acres, and further described in the legal description generated by the Reno Redevelopment Agency pursuant to subsection 2; and

(b) The Reno-Sparks Gospel Mission, all interest of the State of Nevada in the real property located on the western portion of the property commonly known as the Northern Nevada Adult Mental Health Services Campus, containing approximately 1.3 acres, and further described in the legal description generated by the Reno Redevelopment Agency pursuant to subsection 2,

➥ to provide community and social services to at-risk and underserved populations, which may include, without limitation, affordable housing, workforce housing, supportive housing, food services, supportive services and any other service for at-risk and underserved communities.

2. The Reno Redevelopment Agency shall enter into an agreement with Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission, as applicable, relating to the transfer of the property described in subsection 1. The agreement must require the Reno Redevelopment Agency to:

(a) Survey and generate a legal description for the real properties described in paragraphs (a) and (b) of subsection 1; and

(b) Pay the costs relating to the transfer of the real property.

Sec. 5.5. If real property is transferred pursuant to section 5.3 of this act, the deed from the State of Nevada to Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission, as applicable, must, subject to any easement, condition or other encumbrance of record:

1. Include restrictions:

(a) Requiring that the real property be used to provide community and social services to at-risk and underserved communities, which may include, without limitation, affordable housing, workforce housing, supportive housing, food services and any other services provided for at-risk and underserved communities; and

(b) Prohibit Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission, as applicable, or any successors in title from transferring, leasing, encumbering or otherwise disposing of the property except pursuant to the express authority of the Legislature.

2. Provide for the reversion of the title to the property to the State of Nevada upon the breach of any restriction specified in subsection 1.

Sec. 6. The provisions of NRS 354.599 do not apply to any additional expenses of a local government that are related to the provisions of this act.

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