



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, April 15, 2026 • 5:00 PM

Mayor
Neal E. McIntyre

City Council
Ward 1 - Ryan Hanan
Ward 2 - Felicity Zoberski
Ward 3 -
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 Approval) Approval of Business Licenses**
- 2.3. Possible Action to award the 2026-2027 Annual Chemical Supplier Contract to Thatcher Company of Nevada, Inc. for an amount not to exceed the unit price per pound as listed in the submitted bid document for each chemical supplied.**
- 2.4. Possible Action to appoint Misty Love to the Fernley Senior Citizen Advisory Committee. Her term will expire on 9/30/2027.**
- 2.5. Possible Approval of contract with Resource Development Company, in the amount of \$3,391,700.00 for new construction of Ricci Tank #2.**
- 2.6. Possible Approval of contract for Professional Services with Shaw Engineering. The contract will provide Construction Management, Inspections and Testing for the Ricci Tank 2 project.**
- 2.7. Possible Action to approve the liquor license for Los Placosos**
- 2.8. Possible action to approve a new classification - Engineering Permit Technician**

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. RESOLUTIONS

- 4.1. Discussion and Possible Corrective Action related to the following:**
 - 1. Councilman Torres' Request: Pursuant to NRS 241.0365, Discussion and Possible Corrective action to adopt Resolution number 26-002 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, permanent expulsion from city council under NRS 266.240, etc.**
 - a. Public outburst conduct resulting in a Hostile Work Environment Complaint received following the City Council Budget meeting held on April 3, 2025, and May 8, 2025.**
 - b. This resulted in an independent external investigation that supported hostile work environment by yourself to another Councilman.**
 - c. Exhibit B, Independent External Investigation Report Conclusion attached.**
 - d. Exhibit C, Resolution 26-002.**

5. PUBLIC HEARINGS

- 5.1. (For Possible Action) Discussion and possible action of a Type 1 Vacation request, T1V25001, by M4 Victory Development, LLC to abandon a portion of the public roadway known as “Duffy Road”, located east of Nevada Pacific Parkway and south of Interstate 80 within the Mark IV Capital Victory Logistics District.
- 5.2. (For Possible Action) Discussion and possible action to approve Resolution #26-002 and Bill #381 associated with MPA26001 and ZMA26001, concurrent requests from M4 Victory Power QOZB, LLC for parcel 021-031-13 containing approximately 109.06 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 adjusting the master plan land use designation from GR (General Rural) to I (Industrial) and rezoning the property from GR20 (General Rural, 20-acre minimum) to I (Industrial).
- 5.3. (For Possible Action) Discussion and possible action regarding CA25012 and Bill #377, a request from the Planning Department to amend the adjacency development standards contained in Title 32, Chapter 9, Section 30.
- 5.4. (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. PUBLIC FORUM

7. ADJOURNMENT

Next Meeting: May 6th @ 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	SI301003346	Larvicide	03/18/2026	8,361.27	03/27/2026	100-528-617 Chemical Supplies	326
Total 1751:					8,361.27			
ANIMAL DISEASE & FOOD SAFETY LAB								
6942	ANIMAL DISEASE & FOOD SAFETY LAB	8012025-08312025	CASE 25080502 AC Rabies Disarticulation C09168019	08/05/2025	45.00	04/03/2026	100-525-322 Prof Serv-Other	825
Total 6942:					45.00			
ART OF BRONZE INC								
9124	ART OF BRONZE INC	277	25TH ANNIVERSARY STATUE DEPOSIT (WILD COUNTRY)	03/31/2026	10,500.00	04/01/2026	100-412-650 Community Support	326
Total 9124:					10,500.00			
AT&T								
13	AT&T	81650 MAR 26	775-835-8598 165 0	03/26/2026	2,930.99	04/17/2026	100-417-530 Communications	326
13	AT&T	98670 MAR 26	775-786-2229 867 0	03/20/2026	1,400.66	04/10/2026	100-417-530 Communications	326
Total 13:					4,331.65			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	50119	batteries for fleet	03/25/2026	370.00	04/03/2026	100-480-610 Automotive Supplies	326
Total 8868:					370.00			
BATTLE BORN INVESTIGATIONS								
9093	BATTLE BORN INVESTIGATIONS	1161	25CR00124 C. Langham	03/18/2026	508.00	04/03/2026	100-413-315 Prof Serv-Conflict Council	326
Total 9093:					508.00			
BATTLE BORN VENTURES, LLC								
7438	BATTLE BORN VENTURES, LLC	2026_16	EWWTWP & Cottonwood Yard Modular Building Installation Pro	04/01/2026	7,500.00	04/03/2026	100-475-320 Prof Serv-Engineering	426
Total 7438:					7,500.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	23908/5	Line locating supplies	03/20/2026	141.95	03/27/2026	510-810-614 Shop Supplies	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
20	BIG R OF FERNLEY	23931/5	Paint	03/24/2026	21.98	03/27/2026	100-475-600 General Supplies	326
20	BIG R OF FERNLEY	23934/5	Cat food	03/24/2026	25.90	04/03/2026	100-525-600 General Supplies	326
20	BIG R OF FERNLEY	23936/5	Brass adapter, nitrile gloves, bolts	03/24/2026	23.82	03/27/2026	100-575-600 General Supplies	326
20	BIG R OF FERNLEY	23941/5	Brass cap, lopping shears	03/25/2026	35.58	03/27/2026	100-528-600 General Supplies	326
20	BIG R OF FERNLEY	23945/5	PVC fittings, clamps, drip irrigation parts	03/25/2026	60.06	03/27/2026	100-575-600 General Supplies	326
20	BIG R OF FERNLEY	23946/5	PVC fittings/adapters	03/25/2026	20.64	03/27/2026	100-475-600 General Supplies	326
20	BIG R OF FERNLEY	23951/5	Paint	03/26/2026	143.88	03/27/2026	100-475-600 General Supplies	326
20	BIG R OF FERNLEY	23957/5	Liquid hand cleaner	03/27/2026	9.98	03/27/2026	100-417-612 Building Maint Supplies	326
20	BIG R OF FERNLEY	23958/5	PVC fittings (nipples, caps, plug)	03/27/2026	9.44	03/27/2026	100-575-600 General Supplies	326
20	BIG R OF FERNLEY	23960/5	Paint supplies (roller covers, tape, edger, brush set)	03/27/2026	71.42	03/27/2026	100-417-600 General Supplies	326
20	BIG R OF FERNLEY	23961/5	Wall Anchors	03/27/2026	30.46	03/27/2026	100-417-600 General Supplies	326
20	BIG R OF FERNLEY	23977/5	PVC caps (1" and 3/4" FIPT)	03/30/2026	15.92	04/03/2026	100-575-600 General Supplies	326
20	BIG R OF FERNLEY	23990/5	Water meter keys (60" T-handle)	04/01/2026	67.98	04/03/2026	100-575-600 General Supplies	426
20	BIG R OF FERNLEY	23996/5	Tank lever (all metal universal brass) FOR SHOP	04/02/2026	8.49		520-810-600 General Supplies	426
20	BIG R OF FERNLEY	24004/5	Herbicide	04/03/2026	481.95	04/03/2026	100-475-617 Supplies-Chemical	426
20	BIG R OF FERNLEY	24018/5	Paint supplies (roller covers, brush set)	04/06/2026	34.95		100-417-600 General Supplies	426
20	BIG R OF FERNLEY	24027/5	Motor oil, premix fuel, lopper	04/07/2026	85.92		100-575-600 General Supplies	426
20	BIG R OF FERNLEY	24029/5	PVC fittings and Schedule 40 pipe	04/07/2026	56.25		100-575-600 General Supplies	426

Total 20:

1,346.57

BOB'S PRINTING AND SIGNAGE

6970	BOB'S PRINTING AND SIGNAGE	22526-2	Business cards & nameplates T. Rodriguez, Senior Planner	03/17/2026	120.84	03/27/2026	100-529-600 General Supplies	326
6970	BOB'S PRINTING AND SIGNAGE	30626-1	Business cards & name plates for Lisa Warner	03/26/2026	112.40	03/27/2026	100-610-600 General Supplies	326
6970	BOB'S PRINTING AND SIGNAGE	31126-1	6" x 4" customized spiral notebooks with pen decorated with	03/24/2026	390.00	04/03/2026	100-413-600 General Supplies	326
6970	BOB'S PRINTING AND SIGNAGE	31126-1	4' x 13' premium vinyl banners with hems and grommets - Bu	03/24/2026	520.00	04/03/2026	100-413-600 General Supplies	326
6970	BOB'S PRINTING AND SIGNAGE	31326-1	Business cards & name plates - Salvador Pleitez and Trisha	03/26/2026	112.40	04/03/2026	100-529-600 General Supplies	326
6970	BOB'S PRINTING AND SIGNAGE	31326-1	Grant Admin name Plate	03/26/2026	27.40	04/03/2026	100-415-550 Printing and Postage	326
6970	BOB'S PRINTING AND SIGNAGE	32026-3	Name plate & holder for Sonia Hedrick	03/26/2026	38.00	04/03/2026	100-416-550 Printing and Postage	326

Total 6970:

1,321.04

BRADY INDUSTRIES OF NEVADA LLC

8837	BRADY INDUSTRIES OF NEVADA LLC	11491804	Toilet paper, trash bags, cleaning supplies	03/27/2026	553.40	04/03/2026	100-417-612 Building Maint Supplies	326
8837	BRADY INDUSTRIES OF NEVADA LLC	11523924	Sanitary liners, paper towels, tissue	04/03/2026	161.99		100-417-612 Building Maint Supplies	426

Total 8837:

715.39

CAPITAL GLASS, INC.

8559	CAPITAL GLASS, INC.	SD25523	Automatic door preventative maintenance – Fernley City Hall	01/22/2026	662.78	03/27/2026	100-417-430 Outside Serv-Repair & Maint	126
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Total 8559:

662.78

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	A14YU8V	Toner Muni Court Printer in Chambers HP Laser Jet	03/12/2026	516.00	04/03/2026	100-425-550 Printing and Postage	326
27	CDW GOVERNMENT INC.	AI4Z77Y	Toner Brother Printer for CA office	03/12/2026	320.09	04/03/2026	100-414-605 Minor Equipment	326
Total 27:					836.09			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	156824401032126	24401 3/28-04/27/26 355 Cottonwood	03/21/2026	129.98	04/03/2026	100-417-530 Communications	326
Total 4479:					129.98			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	3/2026	FINANCE-CREDIT CARD PROCESSING FEES 6291058	03/31/2026	85.13	03/31/2026	100-415-609 Credit Card Fees	326
8637	CHASE PAYMENTECH MERCHANT SERVICES	3/2026	WATER-CREDIT CARD PROCESSING FEES 6181757	03/31/2026	3,449.14	03/31/2026	510-810-609 Credit Card Fees	326
8637	CHASE PAYMENTECH MERCHANT SERVICES	3/2026	SEWER-CREDIT CARD PROCESSING FEES 6181757	03/31/2026	3,449.13	03/31/2026	520-810-609 Credit Card Fees	326
8637	CHASE PAYMENTECH MERCHANT SERVICES	3/2026	FINANCE-CREDIT CARD PROCESSING FEES 6291057	03/31/2026	881.68	03/31/2026	100-415-609 Credit Card Fees	326
Total 8637:					7,865.08			
CISCO AIR SYSTEMS, INC								
8990	CISCO AIR SYSTEMS, INC	310738-1	PS GA11FF compressor service parts & labor	03/27/2026	1,670.95	04/03/2026	510-840-430 Outside Serv-Repair & Maint	326
Total 8990:					1,670.95			
CSG FORTE PAYMENTS, INC								
8996	CSG FORTE PAYMENTS, INC	0015406556	FORTE CC MONTHLY STMT AND PROCESS FEES	03/31/2026	13.38	04/10/2026	100-417-420 Outside Services	326
8996	CSG FORTE PAYMENTS, INC	0015406556	FORTE CC MONTHLY STMT AND PROCESS FEES	03/31/2026	13.38	04/10/2026	100-575-420 Outside Services	326
8996	CSG FORTE PAYMENTS, INC	0015406714	FORTE CC MONTHLY STMT AND PROCESS FEES	03/31/2026	59.06	04/10/2026	100-575-420 Outside Services	326
8996	CSG FORTE PAYMENTS, INC	0015406714	FORTE CC MONTHLY STMT AND PROCESS FEES	03/31/2026	59.06	04/10/2026	100-417-420 Outside Services	326
Total 8996:					144.88			
CULLIGAN WATER								
6417	CULLIGAN WATER	1296266	PS chemical system softener repair parts and labor	03/31/2026	1,241.58	04/03/2026	510-840-430 Outside Serv-Repair & Maint	326
Total 6417:					1,241.58			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	32526	REIMB FOR STRATEGIC PLANNING METTING SNACKS	03/25/2026	56.86	03/27/2026	100-412-600 General Supplies	326
Total 8639:					56.86			
EVERON, LLC								
8979	EVERON, LLC	160744121	PS security system service plan	03/30/2026	993.38	04/03/2026	510-840-420 Outside Services	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8979:					993.38			
FALLON FORD TOYOTA								
3162	FALLON FORD TOYOTA	100420	Fleet engine control module part FR3Z12A650CLBNP	03/25/2026	530.64		510-165100 Maintenance Equipment	326
3162	FALLON FORD TOYOTA	1538	Vehicle maintenance - 2019 Ford F-250	03/26/2026	420.00		510-840-420 Outside Services	326
Total 3162:					950.64			
FERNLEY YOUTH SOFTBALL TOURNAMENTS								
9088	FERNLEY YOUTH SOFTBALL TOURNAMENTS	FYST Final FY 25-26 R2	Final FY25-26 R2 Jan-Jun	04/02/2026	15,500.00	04/03/2026	225-575-650 Community Support	426
Total 9088:					15,500.00			
FLORES, ROBERT C.								
9012	FLORES, ROBERT C.	31126	PLANNING COMMISSION STIPEND	03/11/2026	80.00		100-610-322 Prof Serv-Other	326
Total 9012:					80.00			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	26-602996	MF Check Valve Dashpot Oil	03/26/2026	1,090.24	04/03/2026	510-840-614 Shop Supplies	326
18	FLYERS ENERGY, LLC	CFS-4554127	GASOLINE-WD	03/15/2026	1,014.68	04/03/2026	510-810-626 Gasoline	326
18	FLYERS ENERGY, LLC	CFS-4554127	GASOLINE-FLEET	03/15/2026	136.50	04/03/2026	100-480-626 Gasoline	326
18	FLYERS ENERGY, LLC	CFS-4554127	GASOLINE-CODE ENFORCEMENT	03/15/2026	126.47	04/03/2026	100-615-626 Gasoline	326
18	FLYERS ENERGY, LLC	CFS-4554127	GASOLINE-PARKS	03/15/2026	472.48	04/03/2026	100-575-626 Gasoline	326
18	FLYERS ENERGY, LLC	CFS-4554127	GASOLINE-WW	03/15/2026	796.51	04/03/2026	520-810-626 Gasoline	326
18	FLYERS ENERGY, LLC	CFS-4554127	GASOLINE-ANIMAL CONTROL	03/15/2026	290.82	04/03/2026	100-525-626 Gasoline	326
18	FLYERS ENERGY, LLC	CFS-4554127	GASOLINE-WTP	03/15/2026	107.26	04/03/2026	510-840-626 Gasoline	326
18	FLYERS ENERGY, LLC	CFS-4554127	GASOLINE-COURT	03/15/2026	48.12	04/03/2026	100-425-626 Gasoline	326
18	FLYERS ENERGY, LLC	CFS-4554127	GASOLINE-FACILITIES	03/15/2026	477.90	04/03/2026	100-417-626 Gasoline	326
18	FLYERS ENERGY, LLC	CFS-4554127	GASOLINE-VECTOR	03/15/2026	199.84	04/03/2026	100-528-626 Gasoline	326
18	FLYERS ENERGY, LLC	CFS-4554127	GASOLINE-STREETS	03/15/2026	1,323.57	04/03/2026	100-475-626 Gasoline	326
18	FLYERS ENERGY, LLC	CFS-4554127	GASOLINE-BUILDING	03/15/2026	263.72	04/03/2026	100-605-626 Gasoline	326
Total 18:					6,348.11			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0660	Lobbyist Contract April-26	04/01/2026	5,800.00	04/03/2026	100-413-322 Prof Serv-Other	426
Total 8869:					5,800.00			
GARVIN, TESSA								
9010	GARVIN, TESSA	31126	PLANNING COMMISSION STIPEND	03/11/2026	80.00		100-610-322 Prof Serv-Other	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9010:					80.00			
GRAINGER								
252	GRAINGER	9857426515	PS PPE boots and hip waders	03/26/2026	298.88	04/03/2026	510-840-616 Safety Supplies	326
252	GRAINGER	9862794451	Motor grease cartridges	03/31/2026	15.96	04/03/2026	510-810-614 Shop Supplies	326
252	GRAINGER	9862794451	Safety glasses (blue and gray)	03/31/2026	103.25	04/03/2026	510-810-616 Safety Supplies	326
252	GRAINGER	9867145493	Safety glasses	04/03/2026	247.80		100-475-616 Safety Supplies	426
Total 252:					665.89			
HACH COMPANY								
406	HACH COMPANY	14947111	PS water quality instrumentation parts	04/06/2026	465.20		510-840-614 Shop Supplies	426
406	HACH COMPANY	14949189	PS CL17 reagents	04/07/2026	567.75		510-840-614 Shop Supplies	426
Total 406:					1,032.95			
HISKETT & SONS, LLC								
8487	HISKETT & SONS, LLC	128834	Cemetery Concrete	03/18/2026	512.53		100-576-600 General Supplies	326
Total 8487:					512.53			
IBEW Local 1245								
83	IBEW Local 1245	APR 2026-1	UNION DUES, ONE HALF OF MONTH	04/03/2026	1,724.93	04/03/2026	100-219900 OTHER PAYROLL PAYABLES	426
Total 83:					1,724.93			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	APR 2026-1	MED TAX PAYABLE, PAYROLL	04/03/2026	8,379.30	04/03/2026	100-211000 FICA PAYABLE	426
7879	INTERNAL REVENUE SERVICE	APR 2026-1	FICA TAX PAYABLE, PAYROLL	04/03/2026	145.04	04/03/2026	100-211000 FICA PAYABLE	426
7879	INTERNAL REVENUE SERVICE	APR 2026-1	W/HOLD TAX PAYABLE, PAYROLL	04/03/2026	31,475.17	04/03/2026	100-212000 FEDERAL WITHHOLDING PAYAB	426
Total 7879:					39,999.51			
JNA CONSULTING GROUP LLC								
2953	JNA CONSULTING GROUP LLC	2026.010	Prep of Annual Report/Monitoring	03/31/2026	825.00	04/03/2026	510-810-322 Prof Serv-Other	326
2953	JNA CONSULTING GROUP LLC	2026.010	Prep of Annual Report/Monitoring	03/31/2026	825.00	04/03/2026	520-810-322 Prof Serv-Other	326
Total 2953:					1,650.00			
JOHNSON CONTROLS BUILDING SOLUTIONS LLC								
8667	JOHNSON CONTROLS BUILDING SOLUTIONS LLC	53923234	PS fire system backflow pipe repair Bldg 4	03/27/2026	2,827.56	04/03/2026	510-840-430 Outside Serv-Repair & Maint	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8667:					2,827.56			
JOHNSON, MARC								
9122	JOHNSON, MARC	31826576	tool / equipment purchase	03/18/2026	77.38	03/27/2026	100-480-600 General Supplies	326
9122	JOHNSON, MARC	40626974	tool / equipment purchase	04/06/2026	31.75		100-480-600 General Supplies	426
Total 9122:					109.13			
KIMLEY-HORN AND ASSOCIATES, INC.								
8715	KIMLEY-HORN AND ASSOCIATES, INC.	192100009-0326	South Area Plan	03/31/2026	9,860.00		100-610-322 Prof Serv-Other	326
8715	KIMLEY-HORN AND ASSOCIATES, INC.	35291379	CIP/Impact Fee Study	03/31/2026	1,700.00		100-610-322 Prof Serv-Other	326
8715	KIMLEY-HORN AND ASSOCIATES, INC.	35291380	Infrastructure Plan	03/31/2026	1,250.00		100-610-322 Prof Serv-Other	326
Total 8715:					12,810.00			
LEWIS, ANGELA								
9020	LEWIS, ANGELA	31126	PLANNING COMMISSION STIPEND	03/11/2026	80.00		100-610-322 Prof Serv-Other	326
Total 9020:					80.00			
LICKETY SPLIT EXPRESS WASH, LLC								
9051	LICKETY SPLIT EXPRESS WASH, LLC	#1 PW MAR 26	1 truck wash	03/31/2026	11.00		100-417-420 Outside Services	326
9051	LICKETY SPLIT EXPRESS WASH, LLC	#10 BLD MAR 26	1 car washes	03/31/2026	11.00		100-605-420 Outside Services	326
9051	LICKETY SPLIT EXPRESS WASH, LLC	#10 BLD MAR 26	2 car wash	03/31/2026	22.00		100-615-420 Outside Services	326
9051	LICKETY SPLIT EXPRESS WASH, LLC	#3 STREETS MARCH 26	2 truck washes	03/31/2026	22.00		100-475-420 Outside Services	326
9051	LICKETY SPLIT EXPRESS WASH, LLC	#4 WD MAR 26	1 truck wash	03/31/2026	19.00		510-810-420 Outside Services	326
9051	LICKETY SPLIT EXPRESS WASH, LLC	#8 WW MAR 26	1 truck wash	03/31/2026	11.00		520-810-420 Outside Services	326
9051	LICKETY SPLIT EXPRESS WASH, LLC	#9 WTP MAR 26	1 truck wash	03/31/2026	11.00		510-840-420 Outside Services	326
Total 9051:					107.00			
LOW STUMP LLC								
9060	LOW STUMP LLC	1223	Hazardous Tree Removal, 955 Jenny's Ln	03/30/2026	4,223.00	04/03/2026	100-475-420 Outside Services	326
Total 9060:					4,223.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	70853	PS Cleaning Supplies & Fittings	04/02/2026	151.31		510-840-614 Shop Supplies	426
7650	LOWES CREDIT SERVICES	77766	Enclosed Trailer for Electrician - Kordell	03/23/2026	1,245.41	04/03/2026	510-840-605 Minor Equipment	326
7650	LOWES CREDIT SERVICES	77766	Enclosed Trailer for Electrician - Kordell	03/23/2026	2,490.83	04/03/2026	520-810-605 Minor Equipment	326
7650	LOWES CREDIT SERVICES	77766	Enclosed Trailer for Electrician - Kordell	03/23/2026	1,245.41	04/03/2026	510-810-605 Minor Equipment	326
7650	LOWES CREDIT SERVICES	77846	Kit 2 In X 2 In - Kordell	03/23/2026	21.65	04/03/2026	520-810-614 Shop Supplies	326
7650	LOWES CREDIT SERVICES	77846	Kit 2 In X 2 In - Kordell	03/23/2026	10.82	04/03/2026	510-810-614 Shop Supplies	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7650	LOWES CREDIT SERVICES	77846	Kit 2 In X 2 In - Kordell	03/23/2026	10.83	04/03/2026	510-840-614 Shop Supplies	326
7650	LOWES CREDIT SERVICES	79351	PS Tool Bag/Cleaning Supplies	04/06/2026	47.07		510-840-614 Shop Supplies	426
7650	LOWES CREDIT SERVICES	79836	Concrete, Pallet charge, hose, D rings	04/06/2026	317.34		100-475-600 General Supplies	426
7650	LOWES CREDIT SERVICES	79988	BravePro edger GX120 for parks	03/24/2026	1,234.99	04/03/2026	100-575-605 Minor Equipment	326
7650	LOWES CREDIT SERVICES	80831	Drip irrigation supplies – tubing, drippers, fittings	03/24/2026	69.32	04/03/2026	100-475-600 General Supplies	326
7650	LOWES CREDIT SERVICES	82126	Lumber, PVC pipe, bucket, straps & hose	03/25/2026	108.15	04/03/2026	100-475-600 General Supplies	326
7650	LOWES CREDIT SERVICES	88575	Kordell Gloves and Sprint Nut 5 pack	03/16/2026	22.29	04/03/2026	520-810-600 General Supplies	326
7650	LOWES CREDIT SERVICES	88575	Kordell Gloves and Sprint Nut 5 pack	03/16/2026	11.14	04/03/2026	510-810-600 General Supplies	326
7650	LOWES CREDIT SERVICES	88575	Kordell Gloves and Sprint Nut 5 pack	03/16/2026	11.14	04/03/2026	510-840-600 General Supplies	326
7650	LOWES CREDIT SERVICES	88715	3/4 In Clamp & Straight Brack 2 hole - Kordell	03/16/2026	3.72	04/03/2026	510-810-614 Shop Supplies	326
7650	LOWES CREDIT SERVICES	88715	3/4 In Clamp & Straight Brack 2 hole - Kordell	03/16/2026	7.46	04/03/2026	520-810-614 Shop Supplies	326
7650	LOWES CREDIT SERVICES	88715	3/4 In Clamp & Straight Brack 2 hole - Kordell	03/16/2026	3.73	04/03/2026	510-840-614 Shop Supplies	326
7650	LOWES CREDIT SERVICES	93393	GE circular bulbs and 9V batteries – Facilities	03/18/2026	46.88		100-417-612 Building Maint Supplies	326
7650	LOWES CREDIT SERVICES	98219	GE LED 250W T8 8FT bulbs	03/20/2026	113.96	04/03/2026	100-575-612 Building Maint Supplies	326
7650	LOWES CREDIT SERVICES	98911	Cottonwood facility - Electrical work for online connection upd	04/01/2026	312.09		100-417-600 General Supplies	426
Total 7650:					7,485.54			
LP INSURANCE SERVICES, INC								
8746	LP INSURANCE SERVICES, INC	1155823	Notary Bond Goetz	04/06/2026	50.00		100-416-322 Prof Serv-Other	426
8746	LP INSURANCE SERVICES, INC	1155825	Notary Bond Swanson	04/20/2026	50.00		100-416-322 Prof Serv-Other	426
Total 8746:					100.00			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	130897	Fernley EWWTP O & M Manual Updates	01/16/2026	1,986.50		520-810-320 Prof Serv-Engineering	126
370	LUMOS & ASSOCIATES INC	131536	Fernley EWWTP O & M Manual Updates	03/17/2026	777.25		520-810-320 Prof Serv-Engineering	326
Total 370:					2,763.75			
LYON COUNTY								
1126	LYON COUNTY	APR 2026	PUBLIC DEFENDER - APR 2026	04/01/2026	10,000.00	04/03/2026	100-413-322 Prof Serv-Other	426
Total 1126:					10,000.00			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	I30588	PS residual solids hauling	04/01/2026	24,244.35	04/03/2026	510-840-426 Outside Serv-Septic	426
8509	MARSHALL'S SEPTIC CARE	I30729	Portable Restroom Maintenance	04/01/2026	128.33		100-575-430 Outside Serv-Repair & Maint	426
8509	MARSHALL'S SEPTIC CARE	I30730	Portable Restroom Maintenance	04/01/2026	128.33		100-575-430 Outside Serv-Repair & Maint	426
8509	MARSHALL'S SEPTIC CARE	I30731	Portable Restroom Maintenance	04/01/2026	551.65		100-575-430 Outside Serv-Repair & Maint	426
8509	MARSHALL'S SEPTIC CARE	I30732	Portable Restroom Maintenance	04/01/2026	220.66		100-575-430 Outside Serv-Repair & Maint	426
8509	MARSHALL'S SEPTIC CARE	I30733	Portable Restroom Maintenance	04/01/2026	220.66		100-575-430 Outside Serv-Repair & Maint	426
8509	MARSHALL'S SEPTIC CARE	I30734	Portable Restroom Maintenance	04/01/2026	118.33		100-575-430 Outside Serv-Repair & Maint	426
8509	MARSHALL'S SEPTIC CARE	I30736	Portable Restroom Maintenance	04/01/2026	118.33		100-417-430 Outside Serv-Repair & Maint	426

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8509:					25,730.64			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	APR 2026	MUNICIPAL COURT JUDGE	04/30/2026	7,916.67		100-425-322 Prof Serv-Other	426
Total 8042:					7,916.67			
MATRIX DESIGN GROUP INC								
9116	MATRIX DESIGN GROUP INC	49859	Master Plan Update	03/23/2026	26,882.60	03/27/2026	100-610-322 Prof Serv-Other	326
Total 9116:					26,882.60			
MCCULLAR, JENNI LEI								
9019	MCCULLAR, JENNI LEI	31126	PLANNING COMMISSION STIPEND	03/11/2026	80.00		100-610-322 Prof Serv-Other	326
Total 9019:					80.00			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	BP26-080	REFUND FOR WATER CONNECTION FEES BP26-080	04/03/2026	7,879.00		510-395-910 Cust. Contrib.-Hookups/Connect	426
1111	MISCELLANEOUS ONE TIME VENDOR	BP26-080	REFUND FOR SEWER CONNECTION FEES BP26-080	04/03/2026	5,628.00		520-395-910 Cust. Contrib.-Hookups/Connect	426
1111	MISCELLANEOUS ONE TIME VENDOR	BP26-080	REFUND FOR METER FEE BP26-080	04/03/2026	415.00		510-370-300 Material and Labor Charges	426
1111	MISCELLANEOUS ONE TIME VENDOR	BP26-134	PERMIT FEE REFUND BP26-134 PERMIT TECH FEE	04/01/2026	25.00		100-320-200 Building and Civil Permit Fees	426
1111	MISCELLANEOUS ONE TIME VENDOR	BP26-134	PERMIT FEE REFUND BP26-134	04/01/2026	83.13		100-320-200 Building and Civil Permit Fees	426
1111	MISCELLANEOUS ONE TIME VENDOR	BP26-134	PERMIT FEE REFUND BP26-134 PLAN CHECK FEE	04/01/2026	54.03		100-320-210 Planning and Zoning Fees	426
1111	MISCELLANEOUS ONE TIME VENDOR	BP26-134	PERMIT FEE REFUND BP26-134 PERMIT PROCESSING F	04/01/2026	30.00		100-320-200 Building and Civil Permit Fees	426
Total 1111:					14,114.16			
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	193367	Shadow Mtn Cat 3/24/26 (# HE)	03/24/2026	52.00	04/03/2026	100-525-322 Prof Serv-Other	326
Total 6660:					52.00			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	28754941	line locating paint	03/20/2026	273.28	03/27/2026	510-810-614 Shop Supplies	326
115	MSC INDUSTRIAL SUPPLY CO	28754951	Caution blue marking paint	03/20/2026	136.64	03/27/2026	510-810-614 Shop Supplies	326
Total 115:					409.92			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	446815	Fuel line hose and hose clamps for fleet	04/01/2026	27.60	04/03/2026	100-480-610 Automotive Supplies	426
58	NAPA AUTO & TRUCK PARTS	446832	ULTRA BLUE RTV gasket maker	04/01/2026	19.58	04/03/2026	510-810-600 General Supplies	426

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Total 58:					47.18			
NCE								
7617	NCE	675212536	Shadow Ln - As-Built Record Drawings	03/26/2026	7,421.25	04/03/2026	100-475-745 RTC Reimbursable	326
Total 7617:					7,421.25			
NEVADA SEAL & PUMP								
4339	NEVADA SEAL & PUMP	NSP7353	PS Roots blower purchase	03/19/2026	17,456.00	04/03/2026	510-840-430 Outside Serv-Repair & Maint	326
Total 4339:					17,456.00			
NEVADA STATE TREASURER								
127	NEVADA STATE TREASURER	1ST QTR 2026	Child Support Withholding Fees	03/31/2026	14.00		100-219900 OTHER PAYROLL PAYABLES	326
Total 127:					14.00			
NORTHERN NEVADA INTERNATIONAL CENTER								
8844	NORTHERN NEVADA INTERNATIONAL CENTER	8367	Russian 25 TR 00211 3K	03/09/2026	300.00	04/03/2026	100-425-330 Prof Serv-Interpreter	326
Total 8844:					300.00			
NV ENERGY								
167	NV ENERGY	13818 MAR 26	34596405113818 ACH	03/27/2026	38.13	04/14/2026	100-475-622 Electricity	326
167	NV ENERGY	13924 MAR 26	48768108113924 ACH	03/27/2026	43.22	04/14/2026	100-475-622 Electricity	326
167	NV ENERGY	26445 MAR 26	34596505226445 ACH	03/26/2026	5,662.11	04/13/2026	510-840-622 Electricity	326
167	NV ENERGY	28458 MAR 26	34596505228458 ACH	03/26/2026	11,345.08	04/13/2026	510-840-622 Electricity	326
167	NV ENERGY	29499 APR 26	1000213677906929499 ACH	03/31/2026	53.88	04/16/2026	100-475-622 Electricity	326
167	NV ENERGY	30672 MAR 26	213677908230672 ACH	03/27/2026	44.70	04/14/2026	100-575-622 Electricity	326
167	NV ENERGY	71493 MAR 26	271223607571493 ACH	03/27/2026	44.21	04/14/2026	100-475-622 Electricity	326
167	NV ENERGY	79481 MAR 26	82190405179481 ACH	03/27/2026	64.79	04/14/2026	520-810-622 Electricity	326
167	NV ENERGY	97731 MAR 26	213677908197731 ACH	03/27/2026	46.92	04/14/2026	100-575-622 Electricity	326
Total 167:					17,343.04			
OFFICE DEPOT								
133	OFFICE DEPOT	458428926001	Toner - HP 78A dual pack	03/30/2026	155.41	04/03/2026	510-810-601 Office Supplies	326
133	OFFICE DEPOT	461538696001	office supplies- USB drives, pens, tissue, post-it notes	03/20/2026	67.68	04/03/2026	100-414-600 General Supplies	326
133	OFFICE DEPOT	461542011001	Office supplies - Logitech Wave Keys and Lift combo	03/20/2026	123.79	04/03/2026	100-525-601 Office Supplies	326
133	OFFICE DEPOT	461892634001	Budget folders, pens, tape, markers	03/20/2026	50.69	03/27/2026	100-417-601 Office Supplies	326
133	OFFICE DEPOT	462201473001	CITY WIDE PAPER	03/20/2026	13.12	03/27/2026	100-418-600 General Supplies	326
133	OFFICE DEPOT	462201473001	CITY WIDE PAPER	03/20/2026	13.12	03/27/2026	100-414-600 General Supplies	326
133	OFFICE DEPOT	462201473001	CITY WIDE PAPER	03/20/2026	13.12	03/27/2026	510-840-601 Office Supplies	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	462201473001	CITY WIDE PAPER	03/20/2026	13.12	03/27/2026	100-615-601 Office Supplies	326
133	OFFICE DEPOT	462201473001	CITY WIDE PAPER	03/20/2026	13.12	03/27/2026	100-413-600 General Supplies	326
133	OFFICE DEPOT	462201473001	CITY WIDE PAPER	03/20/2026	13.12	03/27/2026	100-610-600 General Supplies	326
133	OFFICE DEPOT	462201473001	CITY WIDE PAPER	03/20/2026	12.00	03/27/2026	100-475-600 General Supplies	326
133	OFFICE DEPOT	462201473001	CITY WIDE PAPER	03/20/2026	13.12	03/27/2026	100-529-600 General Supplies	326
133	OFFICE DEPOT	462201473001	CITY WIDE PAPER	03/20/2026	12.00	03/27/2026	100-575-600 General Supplies	326
133	OFFICE DEPOT	462201473001	CITY WIDE PAPER	03/20/2026	12.02	03/27/2026	100-605-600 General Supplies	326
133	OFFICE DEPOT	462201473001	CITY WIDE PAPER	03/20/2026	13.12	03/27/2026	100-416-600 General Supplies	326
133	OFFICE DEPOT	462201473001	CITY WIDE PAPER	03/20/2026	13.12	03/27/2026	510-810-601 Office Supplies	326
133	OFFICE DEPOT	462201473001	File Folders	03/20/2026	14.46	03/27/2026	100-417-601 Office Supplies	326
133	OFFICE DEPOT	462201473001	CITY WIDE PAPER	03/20/2026	13.12	03/27/2026	100-415-600 General Supplies	326
133	OFFICE DEPOT	462201473001	CITY WIDE PAPER	03/20/2026	13.12	03/27/2026	100-525-600 General Supplies	326
133	OFFICE DEPOT	462201473001	CITY WIDE PAPER	03/20/2026	13.12	03/27/2026	520-810-601 Office Supplies	326
133	OFFICE DEPOT	462201473001	CITY WIDE PAPER	03/20/2026	13.12	03/27/2026	100-419-600 General Supplies	326
133	OFFICE DEPOT	462203418001	Stapler, Tape markers , etc.	03/13/2026	63.08	04/03/2026	100-525-601 Office Supplies	326
133	OFFICE DEPOT	462203944001	Duct tape	03/13/2026	8.56	04/03/2026	100-525-600 General Supplies	326
133	OFFICE DEPOT	462203945001	Neon Tape	03/13/2026	26.99	04/03/2026	100-525-600 General Supplies	326
133	OFFICE DEPOT	462203946001	Utility Cart for AC	03/13/2026	162.35	04/03/2026	100-525-605 Minor Equipment	326
133	OFFICE DEPOT	462203948001	Chair for AC	03/13/2026	244.69	04/03/2026	100-525-605 Minor Equipment	326
133	OFFICE DEPOT	462654456001	Chair for Aaron S.; Envelopes and A-Z index	03/17/2026	66.65	03/27/2026	510-840-601 Office Supplies	326
133	OFFICE DEPOT	462654456001	Chair for Aaron S.; Envelopes and A-Z index	03/17/2026	133.30	03/27/2026	520-810-601 Office Supplies	326
133	OFFICE DEPOT	462654456001	Chair for Aaron S.; Envelopes and A-Z index	03/17/2026	66.65	03/27/2026	510-810-601 Office Supplies	326
133	OFFICE DEPOT	463264086001	HP bond paper 36x150' rolls	03/18/2026	92.67	04/03/2026	100-529-601 Office Supplies	326
133	OFFICE DEPOT	463266110001	Office Supplies- ink cartridges, sharpie pens, headset	03/18/2026	250.57	03/27/2026	100-529-601 Office Supplies	326
133	OFFICE DEPOT	463672661001	Tape & tape dispenser, stapler, envelopes, binder	04/01/2026	64.34		100-415-600 General Supplies	426
133	OFFICE DEPOT	463680113001	Mechanical pencils	04/01/2026	7.84		100-415-600 General Supplies	426
Total 133:					1,806.30			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-403345	battery and core for Fleet WD Dillon truck	03/22/2026	167.28	03/27/2026	100-480-610 Automotive Supplies	326
6230	O'REILLY AUTO PARTS	3599-403717	oil filter for Water Dist 1201	03/24/2026	11.20	03/27/2026	100-480-610 Automotive Supplies	326
6230	O'REILLY AUTO PARTS	3599-403718	fleet shop supplies - oil filters	03/24/2026	22.40	03/27/2026	100-480-610 Automotive Supplies	326
6230	O'REILLY AUTO PARTS	3599-403751	wiper blades for fleet Silverado 1500	03/24/2026	77.94	03/27/2026	100-480-610 Automotive Supplies	326
Total 6230:					278.82			
PACIFIC OFFICE AUTOMATION								
8929	PACIFIC OFFICE AUTOMATION	7R03490-4	Bldg Lg Scanner	03/05/2026	364.97	03/27/2026	100-605-441 Rentals	326
8929	PACIFIC OFFICE AUTOMATION	7R03490-4	Clerk Lg Scanner	03/05/2026	364.97	03/27/2026	100-416-441 Rentals	326
8929	PACIFIC OFFICE AUTOMATION	7R03559-2	Clerk Fast Scanner	03/05/2026	207.00	03/27/2026	100-416-441 Rentals	326
8929	PACIFIC OFFICE AUTOMATION	7R03559-2	Bldg Fast Scanner	03/05/2026	207.00	03/27/2026	100-605-441 Rentals	326

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Total 8929:					1,143.94			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5307622	Shred Services	04/01/2026	99.00		100-416-420 Outside Services	426
Total 8876:					99.00			
PURCHASE POWER								
3155	PURCHASE POWER	69812 APR 26	POSTAGE - PLANNING	04/03/2026	162.14	04/30/2026	100-610-550 Printing and Postage	426
3155	PURCHASE POWER	69812 APR 26	POSTAGE - CLERK	04/03/2026	1,210.71	04/30/2026	100-416-550 Printing and Postage	426
3155	PURCHASE POWER	69812 APR 26	POSTAGE - CODE ENFORCEMENT	04/03/2026	.97	04/30/2026	100-615-550 Printing and Postage	426
3155	PURCHASE POWER	69812 APR 26	POSTAGE - BUILDING	04/03/2026	3.86	04/30/2026	100-605-550 Printing and Postage	426
3155	PURCHASE POWER	69812 APR 26	POSTAGE - FINANCE	04/03/2026	285.46	04/30/2026	100-415-550 Printing and Postage	426
3155	PURCHASE POWER	69812 APR 26	POSTAGE - CITY ATTORNEY	04/03/2026	41.26	04/30/2026	100-414-550 Printing and Postage	426
3155	PURCHASE POWER	69812 APR 26	POSTAGE - COURT	04/03/2026	501.43	04/30/2026	100-425-550 Printing and Postage	426
3155	PURCHASE POWER	69812 APR 26	POSTAGE - PARKS	04/03/2026	13.51	04/30/2026	100-575-550 Printing and Postage	426
3155	PURCHASE POWER	69812 APR 26	POSTAGE - FERNLEY JUSTICE	04/03/2026	88.72	04/30/2026	100-126000 Intergovernmental Receivable	426
3155	PURCHASE POWER	69812 APR 26	POSTAGE - WATER	04/03/2026	160.69	04/30/2026	510-810-550 Printing and Postage	426
3155	PURCHASE POWER	69812 APR 26	POSTAGE - CITY MANAGER	04/03/2026	5.58	04/30/2026	100-413-550 Printing and Postage	426
3155	PURCHASE POWER	69812 APR 26	POSTAGE - ANIMAL CONTROL	04/03/2026	61.90	04/30/2026	100-525-550 Printing and Postage	426
3155	PURCHASE POWER	69812 APR 26	POSTAGE - TLT	04/03/2026	6.76	04/30/2026	225-575-550 Printing and Postage	426
Total 3155:					2,542.99			
QUADIENT LEASING USA, INC.								
8737	QUADIENT LEASING USA, INC.	Q2295248	UB MONTHLY LEASE	03/30/2026	2,616.78	04/03/2026	520-810-441 Rentals	326
8737	QUADIENT LEASING USA, INC.	Q2295248	UB MONTHLY LEASE	03/30/2026	2,616.78	04/03/2026	510-810-441 Rentals	326
Total 8737:					5,233.56			
SAFELITE AUTO GLASS								
6943	SAFELITE AUTO GLASS	3353011016-459948	WINDSHIELD FOR 1077	03/17/2026	509.08		100-480-610 Automotive Supplies	326
Total 6943:					509.08			
SENSUS USA								
1579	SENSUS USA	82601658	FLEX NET SOFTWARE RENEWAL 1 YR	03/30/2026	4,699.00	04/03/2026	510-810-342 Tech Services-Other	326
Total 1579:					4,699.00			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	187814	Ricci Tank 2 Design & Tank 1 Recoat	02/28/2026	11,853.00	04/03/2026	510-166100 Construction In Progress	226

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Total 1897:					11,853.00			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN340232	March monthly samples	03/23/2026	264.00	04/03/2026	510-810-423 Outside Serv-Analytical	326
7856	SILVER STATE ANALYTICAL LABORATORIES	RN340438	WWTP Samples	03/27/2026	700.00	04/03/2026	520-810-423 Outside Serv-Analytical	326
7856	SILVER STATE ANALYTICAL LABORATORIES	RN340459	WWTP Samples	03/27/2026	562.00	04/03/2026	520-810-423 Outside Serv-Analytical	326
7856	SILVER STATE ANALYTICAL LABORATORIES	RN340534	WWTP Samples	03/30/2026	202.00	04/03/2026	520-810-423 Outside Serv-Analytical	326
7856	SILVER STATE ANALYTICAL LABORATORIES	RN340624	Coliform samples - Victory logistics development Gavin Rd	04/01/2026	176.00	04/03/2026	510-810-423 Outside Serv-Analytical	426
7856	SILVER STATE ANALYTICAL LABORATORIES	RN340625	Coliform samples - Victory logistics development Gavin Rd	04/01/2026	44.00	04/03/2026	510-810-423 Outside Serv-Analytical	426
Total 7856:					1,948.00			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	40647 MAR 26	910005040647 ACH	03/25/2026	667.03	04/13/2026	100-417-621 Natural Gas	326
204	SOUTHWEST GAS CORP	49385 MAR 26	910004749385 ACH	03/30/2026	130.07	04/20/2026	510-810-621 Natural Gas	326
Total 204:					797.10			
SPECIALIZED ELEVATOR CORP								
8751	SPECIALIZED ELEVATOR CORP	467431	Monthly Elevator Maintenance	04/01/2026	269.27	04/03/2026	100-417-430 Outside Serv-Repair & Maint	426
Total 8751:					269.27			
STANTEC CONSULTING SERVICES INC								
9049	STANTEC CONSULTING SERVICES INC	2533428	Hwy 50 Water Main Loop to FDR, 510-166100	03/09/2026	6,366.00	04/03/2026	510-166100 Construction In Progress	326
Total 9049:					6,366.00			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	APR 2026-1	CHILD SUPPORT	04/03/2026	319.84	04/03/2026	100-219900 OTHER PAYROLL PAYABLES	426
Total 176:					319.84			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2026100103556	PS Citric Acid delivery	03/24/2026	26,482.20		510-840-617 Chemical Supplies	326
Total 8646:					26,482.20			
USA TODAY MEDIA CORP								
152	USA TODAY MEDIA CORP	7629822	EFFICIENCY STUDY PROPOSALS	03/31/2026	110.76		100-413-540 Advertising	326
152	USA TODAY MEDIA CORP	7629822	BILL #380 ADOPTED	03/31/2026	94.80		100-416-540 Advertising	326
152	USA TODAY MEDIA CORP	7629822	BIDS FOR 2026 ANNUAL CHEMICAL SUPPLIER CONTRAC	03/31/2026	150.45		510-810-540 Advertising	326
152	USA TODAY MEDIA CORP	7629822	WW SCADA SUPPORT SERVICES	03/31/2026	549.64		520-810-540 Advertising	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
152	USA TODAY MEDIA CORP	7629822	BILL #376 ADOPTED	03/31/2026	81.12		100-416-540 Advertising	326
152	USA TODAY MEDIA CORP	7629822	BIDS FOR 2026 ANNUAL CHEMICAL SUPPLIER CONTRAC	03/31/2026	150.45		510-840-540 Advertising	326
152	USA TODAY MEDIA CORP	7629822	BILL #379 INTRODUCED	03/31/2026	78.84		100-416-540 Advertising	326
152	USA TODAY MEDIA CORP	7629822	BILL #378 ADOPTED	03/31/2026	81.12		100-416-540 Advertising	326
152	USA TODAY MEDIA CORP	7629822	BIDS FOR 2026 ANNUAL CHEMICAL SUPPLIER CONTRAC	03/31/2026	300.90		520-810-540 Advertising	326
Total 152:					1,598.08			

UTILITY DEPOSITS

2202	UTILITY DEPOSITS	11192110	SEWER DEPOSIT REFUND	03/31/2026	37.88	04/03/2026	520-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	13374929	WATER DEPOSIT REFUND	03/25/2026	40.46	04/03/2026	510-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	13374929	SEWER DEPOSIT REFUND	03/25/2026	80.00	04/03/2026	520-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	13503222	SEWER DEPOSIT REFUND	03/16/2026	80.00	04/03/2026	520-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	13503222	WATER DEPOSIT REFUND	03/16/2026	16.83	04/03/2026	510-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	13558023	SEWER DEPOSIT REFUND	03/26/2026	50.63	04/03/2026	520-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	13680404	CREDIT REFUND	03/25/2026	289.87	04/03/2026	010-115100 Cash Clearing-Utilities	326
2202	UTILITY DEPOSITS	16514229	WATER DEPOSIT REFUND	03/18/2026	1.79	04/03/2026	510-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	16514229	SEWER DEPOSIT REFUND	03/18/2026	80.00	04/03/2026	520-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	16516302	CREDIT REFUND	03/31/2026	17.65	04/03/2026	010-115100 Cash Clearing-Utilities	326
2202	UTILITY DEPOSITS	19786608	SEWER DEPOSIT REFUND	03/30/2026	41.26	04/03/2026	520-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	19892103	CREDIT REFUND	03/16/2026	91.27	04/03/2026	010-115100 Cash Clearing-Utilities	326
2202	UTILITY DEPOSITS	2155811	SEWER DEPOSIT REFUND	03/31/2026	29.60	04/03/2026	520-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	30653817	WATER DEPOSIT REFUND	03/16/2026	1,330.70	04/03/2026	510-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	30653819	WATER DEPOSIT REFUND	03/23/2026	1,165.38	04/03/2026	510-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	30987804	WATER DEPOSIT REFUND	03/18/2026	1,586.60	04/03/2026	510-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	4177210	SEWER DEPOSIT REFUND	03/19/2026	41.15	04/03/2026	520-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	7617515	SEWER DEPOSIT REFUND	03/26/2026	63.05	04/03/2026	520-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	7642413	SEWER DEPOSIT REFUND	03/27/2026	47.25	04/03/2026	520-228200 Customer Deposits	326
2202	UTILITY DEPOSITS	9224304	CREDIT REFUND	03/18/2026	76.23	04/03/2026	010-115100 Cash Clearing-Utilities	326
Total 2202:					5,167.60			

VANDERHEIDEN, JACOB RAY

9027	VANDERHEIDEN, JACOB RAY	31126	PLANNING COMMISSION STIPEND	03/11/2026	80.00		100-610-322 Prof Serv-Other	326
Total 9027:					80.00			

VERUS ASSOCIATES NEVADA, LLC

8606	VERUS ASSOCIATES NEVADA, LLC	3045	PS FWTF Backup Server Materials/Components	04/08/2026	5,803.50		510-840-429 Outside Serv-SCADA	426
8606	VERUS ASSOCIATES NEVADA, LLC	3046	PS FWTF Backup Server Integration	04/08/2026	4,984.00		510-840-429 Outside Serv-SCADA	426
Total 8606:					10,787.50			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
VESTIS								
1895	VESTIS	5980365610	Clothing/Floor mats	03/24/2026	71.22	03/27/2026	100-475-420 Outside Services	326
1895	VESTIS	5980365611	floor mat service	03/24/2026	34.07	03/27/2026	510-810-420 Outside Services	326
1895	VESTIS	5980367122	PS custodial supplies	03/31/2026	193.93	04/03/2026	510-840-420 Outside Services	326
1895	VESTIS	5980367130	shirt contract	03/31/2026	113.08	04/03/2026	100-480-420 Outside Services	326
1895	VESTIS	5980367131	shop mat service	03/31/2026	123.23	04/03/2026	100-475-420 Outside Services	326
1895	VESTIS	5980367132	Clothing/Floor mats (Loss charge to be credited back)	03/31/2026	390.38	04/03/2026	100-475-420 Outside Services	326
1895	VESTIS	5980367133	floor mat service	03/31/2026	38.20	04/03/2026	510-810-420 Outside Services	326
1895	VESTIS	5980367135	Floor Mats	03/31/2026	260.31	04/03/2026	100-417-420 Outside Services	326
1895	VESTIS	5980368681	Clothing/Mats	04/07/2026	64.83		100-475-420 Outside Services	426
Total 1895:					1,289.25			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	APR 2026-1	ROTH IRA	04/03/2026	190.00	04/03/2026	100-215000 457 PAYABLE	426
8591	VOYA FINANCIAL	APR 2026-1	DEFERRED COMPENSATION, 457	04/03/2026	4,847.30	04/03/2026	100-215000 457 PAYABLE	426
Total 8591:					5,037.30			
WAGNER, CODY								
9013	WAGNER, CODY	31126	PLANNING COMMISSION STIPEND	03/11/2026	80.00		100-610-322 Prof Serv-Other	326
Total 9013:					80.00			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	33001 APR 26	11-60772-33001	04/03/2026	170.44		100-417-412 Utility Serv-Refuse	426
447	WASTE MANAGEMENT	33005 APR 26	11-60745-33005	04/03/2026	45.25		510-840-412 Utility Serv-Refuse	426
447	WASTE MANAGEMENT	65007 APR 26	6-82641-65007	04/01/2026	260.44		100-575-412 Utility Serv-Refuse	426
447	WASTE MANAGEMENT	95009 APR 26	8-29467-95009	04/01/2026	448.45		100-575-412 Utility Serv-Refuse	426
Total 447:					924.58			
WASTECORP PUMP SYSTEMS INC								
9126	WASTECORP PUMP SYSTEMS INC	INV-300271	Wastecorp WT-150-EC-S custom water system with skid and	02/27/2026	24,247.25		520-810-605 Minor Equipment	226
Total 9126:					24,247.25			
WEDCO								
3350	WEDCO	S100230855.001	WW SOOW cable and NEMA 4 enclosure for aerators	03/24/2026	1,655.17	04/03/2026	520-810-614 Shop Supplies	326
3350	WEDCO	S100230855.002	WW safety switch for aerators	04/01/2026	1,448.08	04/03/2026	520-810-614 Shop Supplies	426
3350	WEDCO	S100232991.001	ABB contactors and overloads for wastewater/aerator equipm	03/24/2026	978.27	04/03/2026	520-810-614 Shop Supplies	326
3350	WEDCO	S100234693.001	Electrical multi-cable connector blocks for well 11	03/26/2026	133.12	04/03/2026	510-810-600 General Supplies	326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 3350:					4,214.64			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2603-153960	SHOP SUPPLIES - Heat shrink butt connectors	03/26/2026	105.80	03/27/2026	100-480-610 Automotive Supplies	326
Total 8571:					105.80			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	APR 2026	SUPPLEMENTAL INSURANCE	04/01/2026	117.65	04/03/2026	100-218100 Western Insurance Payable	426
Total 881:					117.65			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	12158216	PS wire brush kit	03/25/2026	38.94	03/27/2026	510-840-614 Shop Supplies	326
195	WESTERN NEVADA SUPPLY CO.	12174691	Hydrant meter nozzle gaskets	03/21/2026	51.00	03/27/2026	510-810-613 Meter Service Supplies	326
195	WESTERN NEVADA SUPPLY CO.	12174701	bin stock	03/26/2026	514.20	04/03/2026	510-810-613 Meter Service Supplies	326
195	WESTERN NEVADA SUPPLY CO.	12175075	PS wrench & screwdriver sets	03/26/2026	102.04	04/03/2026	510-840-614 Shop Supplies	326
195	WESTERN NEVADA SUPPLY CO.	12182974	bin stock	03/31/2026	1,266.72	04/03/2026	510-810-613 Meter Service Supplies	326
195	WESTERN NEVADA SUPPLY CO.	12184418	PS brass fittings and valve	03/26/2026	238.13	04/03/2026	510-840-614 Shop Supplies	326
195	WESTERN NEVADA SUPPLY CO.	12186161	iperl 3/4"" 1000 gal water meters	03/31/2026	5,050.32	04/03/2026	510-166100 Construction In Progress	326
Total 195:					7,261.35			
WHITE, JULIANNE								
9026	WHITE, JULIANNE	31126	PLANNING COMMISSION STIPEND	03/11/2026	80.00		100-610-322 Prof Serv-Other	326
Total 9026:					80.00			
XPRESS BILL PAY LLC								
2468	XPRESS BILL PAY LLC	3/2026	CREDIT CARD PROCESSING FEES- SEWER	03/31/2026	2,714.65	04/05/2026	520-810-609 Credit Card Fees	326
2468	XPRESS BILL PAY LLC	3/2026	CREDIT CARD PROCESSING FEES- WATER	03/31/2026	2,714.66	04/05/2026	510-810-609 Credit Card Fees	326
Total 2468:					5,429.31			
XYLEM WATER SOLUTIONS USA, INC.								
8939	XYLEM WATER SOLUTIONS USA, INC.	3556E15081	Spare pressure transmitters	03/23/2026	4,461.54	04/03/2026	520-810-614 Shop Supplies	326
8939	XYLEM WATER SOLUTIONS USA, INC.	3556E15082	Transducer shipping	03/23/2026	307.00	04/03/2026	520-810-614 Shop Supplies	326
Total 8939:					4,768.54			
Grand Totals:					416,755.45			

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

Mayor: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

Report Criteria:

License.Status = "Active"

Business.Origination date = 03/26/2026-04/09/2026

Business Name	DBA	Name	Location	City	State	Zip	Business Tel	Description	Occupation
Arts Plumbing, LLC		Arthur & Kimberly C	960 Matley Lane Ste 4	Reno	NV	89502	775-626-3588	Contractor	
High Desert Electric, Inc.		James Korzeniews	865 Selkirk Circle	Gardnerville	NV	89460	775-220-9275	Contractor	Electrical Contractor #59
Case Craft Construction LLC		Casey Walsh	706 C Street	Fernley	NV	89408	775-997-4008	Contractor	
Gary Lawless	HandyMan Hands	Gary Wayne Lawle	1052 Scott Drive	Fernley	NV	89408	775-420-1394	Handyman	
Panelized Structures, Inc.		Keith H. Coonce	5731 Stoddard Road	Modesto	CA	95356	209-343-8600	Contractor	
RVE, Inc.	RVi Planning + Landscape Arc	Christopher K. Cra	241 Ridge Street, Suite 40	Reno	NV	89501	248-447-2000	Business Specific Prof	
Padgett and Son's LLC		Cody & Karen Padg	12025 Topaz Creek Drive	Sparks	NV	89441	775-544-0632	Contractor	
Fusion Sign & Design LLC		Loren Alan Hanson	6007 McLeod Drive	Las Vegas	NV	89120	702-821-5761	Contractor	
Los Placoso		Cristian O. Salas Ti	1510 E. Newlands Drive, S	Fernley	NV	89408	775-980-5395	Restaurant/Fast Food/	
Los Placoso		Cristian O. Salas Ti	1510 E. Newlands Drive, S	Fernley	NV	89408	775-980-5395	Restaurant/Fast Food/	
Imperfectly Perfect		April Rand & Terry	732 Canary Circle	Fernley	NV	89408	702-449-6177	Hobby/Crafter, Sewing	
F.E. Moran, Inc. Fire Protection		David Sammis	3001 Research Road, Suit	Champaign	IL	61822	217-356-0700	Contractor	
Calyn Wright	The Wright Touch	Calyn Wright	1044 Inglewood Drive, Suit	Fernley	NV	89408	775-515-5443	Massage Therapist	
Spanish Springs Plumbing, LLC		Jose Inurriage	69 S. Patterson Place	Sparks	NV	89436	775-843-6695	Contractor	
Moore Construction LLC	Striker Construction LLC	David Moore	84 Glen Carran	Sparks	NV	89431	775-233-2161	Contractor	
BD Investments, LLC		Braden T. Dolan	2100 Kietzke Lane	Reno	NV	89502	775-384-5102	Property Rentals	
Eugene Victor Erickson	E V Erickson	Eugene Victor Erick	395 Curtis Place	Fernley	NV	89408	775-224-2396	Surveying Services	
STC Netcom Inc.	Centerline Communications LL	Josh Delman	3321 Swetzer Road	Loomis	CA	95650	916-660-1681	Contractor	
Grand Totals:									
18									

Report Criteria:

License.Status = "Active"

Business.Origination date = 03/26/2026-04/09/2026



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 15, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Filiga Farmer

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-617

510-840-617

520-810-617

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to award the 2026-2027 Annual Chemical Supplier Contract to Thatcher Company of Nevada, Inc. for an amount not to exceed the unit price per pound as listed in the submitted bid document for each chemical supplied.

AGENDA ITEM BRIEF:

This item is an annual contract award for chemical supplies utilized at multiple utility facilities, including the Water Treatment Plant, water distribution system, and wastewater treatment operations. The contract ensures the City secures consistent pricing for necessary treatment chemicals and supports reliable operations.

RECOMMENDED MOTION:

Staff recommends award of the 2026-2027 Annual Chemical Supplier Contract to Thatcher Company.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council may deny the award of this contract and provide further direction.

BACKGROUND:

The contract was advertised for bid in accordance with Nevada Revised Statutes (NRS) Chapter 332. Bids were received and publicly opened on March 27, 2026.

Based on review of the bids received, Thatcher Company is the lowest responsive and responsible bidder for all chemicals. Although Univar Solutions submitted a lower unit price for citric acid, their bid included a minimum purchase requirement not included in the bid specifications. The specifications require all costs to be incorporated into the unit price; therefore, Univar's bid is considered non-responsive.

Pricing for the recommended award is as follows: Sodium Hypochlorite - \$0.6951 per pound; Ferric Chloride - \$0.2560 per pound; Sodium Hydroxide - \$0.1860 per pound; and Citric Acid - \$0.8500 per pound.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

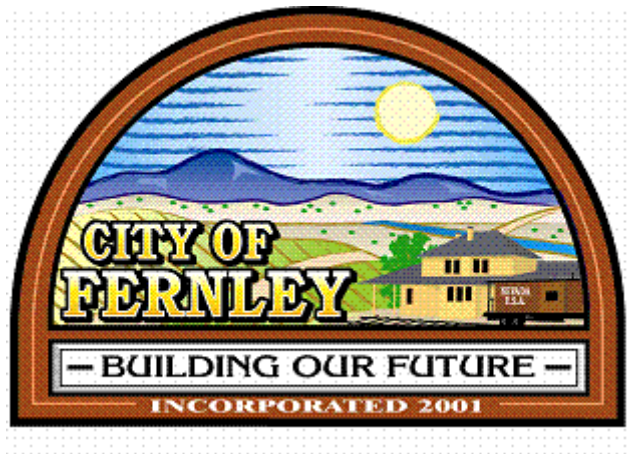
This item was bid in accordance with Nevada Revised Statutes (NRS) Chapter 332 - Purchasing: Local Governments. The contract is recommended for award to the lowest responsive and responsible bidder.

FINANCIAL IMPLICATIONS:

Costs will be based on actual quantities of chemicals purchased throughout the contract term. Funding is included in the Utilities Department operating budget for water and wastewater treatment. Pricing is based on unit cost per pound as submitted in the bid.

ATTACHMENTS:

1. 2026-2027 Annual Chemical Supplier Contract Bid Packet
2. 2026-2027 Annual Chemical Supplier - Bid Opening Table
3. Thatcher Company of Nevada, Inc - Bid Submittal
4. Univar Solutions USA, LLC - Bid Submittal (Relevant Pages)



**2026-2027
CHEMICAL SUPPLIER
CONTRACT**

BID OPENING: March 26, 2026, at 1pm

To Supply Service from Upon award through June 30th, 2027

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For CITY OF FERNLEY (OWNER):

Sealed bids will be received by the City of Fernley Utilities Department, 595 Silver Lace Boulevard, Fernley, Nevada 89408, until **1:00 p.m. local time (Pacific Time), March 26, 2026, at which time the bids will be publicly opened and read aloud.**

The contract consists of supplying the City with the Sodium Hypochlorite (NaOCl) 12.5% Solution, Ferric Chloride (FeCl₃) 40-42% Solution, Sodium Hydroxide (NaOH) 20-25% Solution, Citric Acid 50% Solution.

All chemicals provided for potable water treatment shall comply with ANSI/NSF Standards 60 and/or 61, as applicable. Certification documentation shall be provided upon request.

Initial contract term shall begin upon award and extend through June 30, 2027. The contract may be renewed annually thereafter upon mutual written agreement.

Bids will be accepted on a **bulk rate** (i.e., \$ per pound) basis. Bulk rate shall include any miscellaneous charges such as minimum hourly charges, travel charges and/or mobilization/demobilization charges. The bids shall be reviewed and selected based on the **bulk rate and annual cost**. Vendor shall be capable of routine scheduled deliveries and emergency deliveries within 48 hours of request. The City of Fernley is seeking a supplier for furnishing and delivery of water and wastewater treatment chemicals.

Supplier must be authorized to sell and transport treatment chemicals within the State of Nevada and shall provide Safety Data Sheets (SDS) for all products supplied.

Bid documents may be obtained by contacting the City of Fernley Utilities Department at lfarmer@cityoffernley.org or (775) 784-9932.

The OWNER reserves the right to reject any or all bids and to waive minor irregularities in any bid or in the bidding process. No bidder may withdraw their bid within **thirty (30) days** after the actual date of the opening thereof.

Seong Kim, Utilities Director

INFORMATION FOR BIDDERS

1. PREPARATION OF BID

- a. Bidders are expected to examine the specifications and all instructions. Failure to do so will be at the bidder's risk.
- b. Any irregularities or lack of clarity in the invitation should be brought to the attention of the Public Works Department as soon as possible so that corrective addenda may be furnished to all bidders.
- c. All listed chemicals shall be bid by entering a dollar amount per unit. "No Bid" entries will not be accepted.
- d. The bidder shall sign, print or type the bidding firm's name on his bid and each continuation sheet on which he makes an entry. The person signing the bid must be a properly authorized representative of the bidding firm.
- e. The signer of the bid must initial erasures or other changes.
- f. Alterations, modifications or variations to this bid may not be considered unless authorized by the invitation or by addendum.
- g. When a unit price is requested such unit price shall be shown and shall include packing unless otherwise specified.
- h. Bidders are urged to proofread their bids carefully for any errors.
- i. In the event of an error in extension, unit price shall prevail.
- j. The price(s) and amount of this bid must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, bidder or potential bidder. Complementary bids are illegal and prohibited.
- k. No attempt may be made at any time to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid. All bids must be made in good faith and without collusion.
- l. Bidders understand and acknowledge that the representations above are material and important and shall be relied on by the City of Fernley in awarding the contract(s) for which this bid is submitted. Any misrepresentation hereinabove is and shall be treated as fraudulent concealment from the City of Fernley of the true facts relating to the submission of bids for this contract.
- m. All day references are calendar days.

2. SUBMISSION OF BIDS

- a. Bids from employees of the City of Fernley shall NOT be considered.
- b. Bids and addenda thereto shall be enclosed in sealed envelopes, marked as indicated in the invitation to bid, addressed to the City of Fernley Public Works Department, 595 Silver Lace Blvd, Fernley, NV 89408 with the name and address of the bidder, date of opening on the face of the envelope. Telegraph, telephone, facsimile bids, or bids post marked after the bid date, will NOT be considered.

3. NO BID-NO RESPONSE

- a. Three "No Bids/No Responses" will automatically remove your name from any mailing list.

4. WITHDRAWAL OF BIDS

- a. Bids may be withdrawn only by written notice, received prior to the bid opening time.
- b. Withdrawals received after the bid opening time shall not be considered.

5. LATE BIDS

- a. Bids received after the advertised bid deadline shall not be considered.

6. AWARD OF CONTRACT

- a. The contract shall be awarded to that responsible bidder whose bid conforms to the Invitation and whose bid is most advantageous to the City, price and other factors considered.
- b. The City reserves the right to reject any and all bids.
- c. The City may accept any item or group of items of any bid unless the bidder qualifies his bid by specific limitations.
- d. Successful bidder must sign and enter into a General Services Contract (Exhibit B) with the City of Fernley for a period not less than one year.
- e. Invoices issued as a result of this bid shall be processed for payment as each service and/or material is supplied to the City of Fernley.

7. DEFAULT OF CONTRACT

- a. In case of default of the contractor, the City may procure the articles or service from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- b. If public necessity requires that use of materials or supplies not conforming to the specifications, they may be accepted, and payment therefore shall be made at a proper adjustment in price.
- c. Default by the bidder in any manner including failure or refusal to furnish any item or items at the price AND/OR TIME specified in the bid shall be considered cause for the Council, to remove the bidder from the approved bidders list for not less than 6 months not more than one year.

8. APPEAL BY UNSUCCESSFUL BIDDER

- a. Any unsuccessful bidder may file a notice of appeal within 10 days of award as entered on the bid record by post bond with good and solvent surety in an amount equal to 25 percent of the successful bid submitted. A bond must be furnished by a surety authorized to do business in the State of Nevada. The notice of appeal must include a written statement of the issues to be addressed on appeal. Within 20 days after receipt of the notice of appeal, the Fernley City Council shall hold an informal hearing on the appeal and may cancel the award based on the finding that the bid was incorrectly awarded. Any such cancellation requires re-advertising for bids and new award under the provisions of NRS Chapter 332. Notice of the hearing on the appeal shall be provided to both the successful bidder and the unsuccessful bidder filing the protest by mailing a certified letter to each party at least 10 days prior to the scheduled date of the hearing. The time and place for the meeting shall be at the sole discretion of the City Council. The

format for the council meeting to hear the appeal shall be conducted in a manner satisfactory to the chair of the City Council. The successful bidder and the unsuccessful bidder as well as City staff will be allowed to be heard and present information as directed by the chair.

- b. The City Council may withhold an amount from the bond posted by the unsuccessful bidder to cover the costs incurred by the Council in hearing the appeal if the original decision to award is upheld. The amount is at the discretion of the City Council. If the appeal is upheld and the award is canceled, the bond posted with the notice of appeal will be returned to the person who posted the bond.
- c. The decision and finding of the City Council is final and all further disputes regarding the matter of the award or amount withheld from the bond to cover the costs of hearing the appeal shall be resolved in a court of competent jurisdiction.
- d. Any notice of appeal under the provisions of this section operates as a stay of action in relation to any contract under such award until a determination is made by the City Council following the informal hearing prescribed herein. Such stay of action will be lifted if the Council rejects the appeal and upholds the award. Any further stay of action must be pursued by the unsuccessful bidder through an action brought in a court of competent jurisdiction.

APPENDIX A: SPECIFICATIONS

The work consists of supplying the City of Fernley with the chemicals described below on an as-needed basis through one of the following two methods:

All chemicals furnished for potable drinking water treatment under this contract shall comply with ANSI/NSF standard 60 and/or 61, as applicable.

The supplier shall provide current certification documentation and certificate of analysis (COA) for each shipment with the initial delivery and upon request thereafter.

The City reserves the right to reject any shipment that does not meet certification requirements or does not match the submitted documentation. Replacement product and all associated costs, including return freight, shall be the responsibility of the supplier.

- 1) Suppliers will provide chemical stocking as directed by the Public Works Department. The estimated chemical quantities and historical usage are listed below. Due to any unforeseen circumstances Public Works will not guarantee a minimum chemical usage or frequency.
- 2) Supplier will provide chemicals on an as-needed basis when contacted by the Public Works Department. Supplier will provide chemicals within three (3) business days from being contacted by Public Works. The minimum and maximum quantities will be provided by Public Works.

The City's Chemical Inventory to be supplied will consist of the following:

Sodium Hypochlorite (NaOCl) at 12.5% Solution	
Site Breakdown:	Site Capacity:
Well 4	665 lbs.
Well 11	665 lbs.
Well 13	540 lbs.
Well 14	540 lbs.
NE Booster	665 lbs.
EWTP	1730 lbs.
Water Treatment Plant	26,600 lbs.
<i>WTP summary of historical usage: approximately 10 deliveries annually, average of 2000 gallons (2,660 lbs.) per delivery</i>	
Ferric Chloride (FeCl3) at 40-42% Solution	
Site Breakdown:	Site Capacity:
Water Treatment Plant	237,200 lbs.
<i>Summary of historical usage: approximately 7 deliveries annually, 4200 gallons (49,812 lbs.) per</i>	

<i>delivery</i>	
Sodium Hydroxide (NaOH) at 20-25% Solution	
Site Breakdown:	Site Capacity:
Water Treatment Plant	210,000 lbs.
<i>Summary of historical usage: Approximately 2000 gallons (20,900 lbs.) per year average</i>	
Citric Acid at 50% Solution	
Site Breakdown:	Site Capacity:
Water Treatment Plant	277,000 lbs.
<i>Summary of historical usage: 1 delivery annually, 3000 gallons (41,400lbs.) for delivery</i>	

Chemical Usage and Frequency may decline during off-peak months and may increase during on-peak months.

**Additional chemicals may be added to this list at any time.

***Site location map is attached.

Bids will be accepted on a **bulk rate** (i.e., \$ per pound) basis. Bulk rate shall include any miscellaneous charges such as minimal hourly charges, travel charges and/or mobilization/demobilization charges. The bids shall be reviewed and selected based on the bulk rate.

No proposal will be accepted from a Chemical Supplier who is not able to provide at the frequencies listed within the specifications of this advertisement.

All bids must be submitted on the below bid tab, signed and dated by the bid preparer.

Chemical Supplied	Bulk Price Per Pound
Sodium Hypochlorite (NaOCl) at 12.5% Solution	\$_____ per pound
Ferric Chloride (FeCl ₃) at 40-42% Solution	\$_____ per pound
Sodium Hydroxide (NaOH) at 20-25% Solution	\$_____ per pound
Citric Acid at 50% Solution	\$_____ per pound
Total	\$_____ per pound

I certify I/We the undersigned can guarantee the above quoted prices for the term of the contract.

Signature of Bid Preparer

Company Name

Date

Chemical Delivery Locations for the City of Fernley Public Works Department



APPENDIX B- Fernley Standard Contract for Services of Independent Contractor

Notice for the City shall be sent to:

Utilities Department
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

Notice for the Contractor shall be sent to:

1. **SCOPE OF WORK:** Scope of Work shall be set forth in Attachment A.
2. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Appendix A.
3. **ATTACHMENTS:** This Contract also incorporates the following attachments (the “Attachments”):

ATTACHMENT B: (Provide description or list N/A)

ATTACHMENT C: (Provide description or list N/A)

Should a conflict arise between the terms of the attachment(s) and this contract, the contract term(s) prevails unless specifically addressed in a document separate from the contract and attachments and signed by all parties.

4. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.
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. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.

- 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 work product 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 goods or 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. **CONTRACT TERMINATION.**

- a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated without cause by (1) written mutual consent of both parties, and (2) unilateral termination by either party after service of formal Thirty Day (30) written notice as specified in paragraph (4).
- b. **Termination for Non-Appropriation.** The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. **Default or Breach.** A default or breach may be declared with or without termination. The following shall constitute a default or breach:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 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 becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. For any other good or sufficient reason, including, but not limited to, dishonesty, fraud, ethical violations, bribery, or other similar acts.
 - d. **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 15 calendar days of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected.
 - e. **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 so, requested by the City.
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so, requested by the City; and
 - iv. Contractor shall preserve, protect and promptly deliver possession to the City of all proprietary information in accordance with paragraph (21).
 - 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 dispute(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 Agreement.
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.**

- a. As respects negligent acts, errors or omissions in the performance of professional services, the Contractor agrees to indemnify and hold harmless the City, including their elected officials, officers, employees, and agents from and against reasonable defense costs, including reasonable attorney fees, liability or claims arising directly out of the Contractor's negligent acts, errors or omissions in the performance of its work under the terms of this Agreement, to the extent the liabilities are determined to have been proximately caused by the negligent acts, errors or omissions of the Contractor, its Sub-CONTRACTORS or Sub-Contractors (hereafter "Subs"), their employees, agents, or representatives. City shall provide notice to Contractor of the City's receipt of a written demand/claim or lawsuit arising from Contractor's work.
- b. The CONTRACTOR agrees to hold harmless, indemnify, and defend the City, including their elected officials, officers, employees, and agents from loss or liability resulting from any claim, demand, suit, action, or cause of action based on bodily injury, including death, or property damage, caused by any negligent or intentional acts, errors or omissions, either direct or passive, on the part of the Contractor, its Subs, their employees, agents, or representatives, arising from the performance of work under this Agreement. The collective group to be indemnified shall hereinafter be referred to as "Indemnitees." If an "Indemnitees" is found to be liable in the proceeding, then Contractor's obligation here under shall be limited to the proportional share of the liability attributed to the Contractor.

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 detail's 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, as an independent contractor and not an employee of the City, must carry those policies of insurance which have been agreed to by the parties as evidenced by the parties' initials in the signature spaces provided in the amounts specified below and pay all taxes and fees incident hereunto. The City shall have no liability except as specifically provided in this Contract. Contractor shall not commence work before:

- a. Contractor has provided the required evidence of insurance to the City, and
- b. The City has approved the insurance policies provided by Contractor. Prior approval of the insurance policies by the City shall be a condition precedent to any payment of consideration under this Contract and the City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the City to timely approve the insurance policies or any changes to the insurance coverage shall not constitute a waiver of the condition.

Insurance Coverage: Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specified herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until the latter of:

- 1) Final acceptance by the City of the completion of this Contract;
or
- 2) Such time as the insurance is no longer required by the City under the terms of this Contract.

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.

Workers' Compensation and Employer's Liability Insurance:

INDUSTRIAL INSURANCE. Contractor further agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the City

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to make payment under this Contract, to provide the City with a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor agrees, prior to commencing any work under this Contract, to complete and to provide the following written request to the qualified insurer:

_____ has entered into a contract with Owner to perform work from _____ to _____ 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 emailed to lfarmer@cityoffernley.org or the mailing address:

City of Fernley
Utilities Department
595 Silver Lace Blvd
Fernley, NV 89408

Contractor agrees to maintain required workers compensation coverage throughout the entire term of this Contract. If Contractor does not maintain coverage throughout the entire term of this Contract, Contractor agrees that the City may, at any time the coverage is not maintained by Contractor, order Contractor stop work, suspend this Contract, or terminate this Contract.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:

- 1) In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and
- 2) Contractor is otherwise in compliance with those terms, conditions and provisions.

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Commercial General Liability Insurance:

- 1) Minimum Limits required:

<u>\$1,000,000</u>	General Aggregate
<u>\$1,000,000</u>	Products & Completed Operations Aggregate
<u>\$1,000,000</u>	Personal and Advertising Injury
<u>\$1,000,000</u>	Each Occurrence

2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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Business Automobile Liability Insurance:

Minimum Limit required: **\$100,000** Each Occurrence for bodily injury and property damage. Coverage shall be for “any auto” (including owned, non-owned and hired vehicles).

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.

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Professional Liability Insurance:

- 3) Minimum Limit required: \$1,000,000 Each Claim, \$2,000,000 Aggregate.
- 4) Retroactive date: Prior to commencement of the performance of this Contract
- 5) Discovery period: Three (3) years after the termination date of this Contract.
- 6) A certified copy of this policy may be required.

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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”

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Commercial Crime Insurance:

- 1) Minimum Limit required: **\$10,000** 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.

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Performance Security:

- 1) Amount required: \$ **0.00**
- 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.

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 liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- 3) Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.
- 5) Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
- 6) Approved Insurer: Each insurance policy shall be:
 - a. Issued by insurance companies 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.

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.

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.

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

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 OF PARTS.** If any portion, provision, or part of this Agreement 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 Agreement, 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. **CITY OWNERSHIP OF 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 for any purpose the following:
- Any federal, state, county or local agency, legislature, commission, counsel or board.
Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.
22. **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.

23. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective upon signing and only for the period of time specified in 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 Agreement 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 Agreement, each Party to this Agreement hereby (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 Agreement shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each Party to this Agreement 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 or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement.
25. **INTEGRATED AGREEMENT.** This Agreement contains 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 Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.
26. **COUNTERPARTS.** This Agreement 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 Agreement or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Agreement in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other Party or 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 Agreement. 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 Agreement, including this paragraph, may be modified or waived only in writing signed by all Parties. No waiver with respect to any portion of this Agreement shall apply to any other portion of the Agreement, 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 Agreement.
29. **INTERPRETATION OF AGREEMENT.** This Agreement 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 Agreement.
30. **COOPERATION OF PARTIES.** The Parties agree to cooperate to accomplish the purpose of this Agreement and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Agreement that are necessary and appropriate to give full force and effect to the terms and intent of this Agreement.
31. **NON-DISCRIMINATION.** In connection with the performance of work under this contract, the 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. The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
32. **ACKNOWLEDGMENT AND EXECUTION.** In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby:

CITY ATTORNEY

City of Fernley

Aaron Mouritsen, Esq.

Telephone: 775-784-9861

Fax: 775-784-9868

I have reviewed this Contract and approve as to its legal form.

Aaron Mouritsen, City Attorney

DATED this ____ day of _____, 20____.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: Utilities

SEONG KIM, UTILITIES DIRECTOR

DATED this ____ day of _____, 20____.

CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of _____, 20____, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

FERNLEY:

NEAL MCINTYRE, MAYOR

DATED this ____ day of _____, 20____.

ATTEST:

KIM SWANSON, CITY CLERK

DATED this ____ day of _____, 20____.

CONTRACTOR:

BY: _____

TITLE: _____

FIRM: _____

BUSINESS LICENSE #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ / Fax #: _____

E-mail Address: _____

(Signature of Contractor)

DATED this _____ day of _____, 20____.



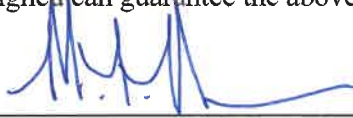
**2026-2027 Annual Chemical Supplier Contract
City of Fernley – Utilities Department
Bid Opening March 27, 2026, 1:00 PM**

Name of Bidders	Sodium Hypochlorite	Ferric Chloride	Sodium Hydroxide	Citric Acid	Total / pound
Kemira Water Solutions	No Bid	\$0.345/lb.	No Bid	No Bid	\$0.345/lb.
Univar Solutions	No Bid	No bid	No Bid	\$0.67/Wet lb.	\$0.67/Wet lb.
Thatcher Company of Nevada, Inc	\$0.6951/lb.	\$0.2560/lb.	\$0.1850/lb.	\$0.8500/lb.	\$1.9861/lb.
Pencco Inc.	No Bid	\$0.259/lb.	No Bid	No Bid	\$0.259/lb.

The amounts identified on this bid opening table represent the City's understanding of the bid amounts at the time of the opening of bids. The City is not responsible for any miscalculations or errors in transferring amounts to this table and any low bidder remains the "apparent" low bidder until a full review of the bid submittals and a recommendation for award is made to, and acted upon by, the City Council of the City of Fernley.

Chemical Supplied	Bulk Price Per Pound
Sodium Hypochlorite (NaOCl) at 12.5% Solution	\$ <u>0.6951</u> per pound
Ferric Chloride (FeCl ₃) at 40-42% Solution	\$ <u>0.2560</u> per pound
Sodium Hydroxide (NaOH) at 20-25% Solution	\$ <u>0.1850</u> per pound
Citric Acid at 50% Solution	\$ <u>0.8500</u> per pound
Total	\$ <u>1.9861</u> per pound

I certify I/We the undersigned can guarantee the above quoted prices for the term of the contract.



Signature of Bid Preparer
Michael T Mitchell - President

Thatcher Company of Nevada, Inc

Company Name

March 24, 2026

Date

****Note: Product Warranty forms part of our proposal**

Chemical Supplied	Bulk Price Per Pound
Sodium Hypochlorite (NaOCl) at 12.5% Solution	\$ 0.00 per pound
Ferric Chloride (FeCl3) at 40-42% Solution	\$ 0.00 per pound
Sodium Hydroxide (NaOH) at 20-25% Solution	\$ 0.00 per pound
Citric Acid at 50% Solution	\$.67 per pound <i>wet lb.</i>
Total	\$.67 per pound

MINIMUM ORDER 40,000LBS OF CITRIC ACID

I certify I/We the undersigned can guarantee the above quoted prices for the term of the contract.



Signature of Bid Preparer

Univar Solutions USA, LLC

Company Name

3/24/206

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 15, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

.

ACTION REQUESTED: Motion

AGENDA ITEM:

Possible Action to appoint Misty Love to the Fernley Senior Citizen Advisory Committee. Her term will expire on 9/30/2027.

AGENDA ITEM BRIEF:

.

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

.

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 15, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Aaron Smith

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

GL# 510-166100

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Approval of contract with Resource Development Company, in the amount of \$3,391,700.00 for new construction of Ricci Tank #2.

AGENDA ITEM BRIEF:

This item is requesting approval for the contract that will construct a second Water Storage Tank at the Ricci location. This second tank will mirror the first tank and create more storage capacity and operational ease. The construction of Tank 2 will allow the City to rehabilitate Tank 1, which was built in 1997.

RECOMMENDED MOTION:

approval

BUSINESS IMPACT (per NRS Chapter 237):

.

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose to not approve of the contract award. Staff would go through the advertisement and bidding process over again and its not anticipated that the prices for construction will decrease.

BACKGROUND:

Ricci Tank 1 is a main source of water for the community heading East on Farm District Road. Tank 1 was originally built to supply the golf course and nearby homes. Development on this side of town has increased, and more storage capacity is required. Ricci Tank 2 has been designed to accommodate the increased demand.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

Tank 2 construction is needed in order to rehabilitate Tank 1 prior to emergency repairs and increased costs.

ATTACHMENTS:

1. Agenda attachment Construction RDC



March 30, 2026

Mr. Aaron Smith
City of Fernley
595 Silver Lace
Fernley, NV 89408

**Re: Ricci Tank 2 Construction Project
Recommendation of Award**

Dear Mr. Smith:

Two bids were received on March 13, 2026 for the Ricci Tank 2 Construction Project. Please see the attached bid tabulations for the two bids received. The apparent low bidder is Resource Development Company, LLC, located in Reno, Nevada, with a total bid price of \$3,391,700.00. Resource Development Company, LLC has satisfactorily completed the forms associated with the bid proposal package, and in the opinion of Shaw Engineering, has submitted a responsive and responsible bid. Furthermore, Resource Development Company, LLC is qualified to perform the work with regard to license and experience.

The Notice of Award should be contingent that upon no formal protests being filed per NRS 338.142, which allows for a formal protest within 5 Days of this letter of recommendation.

If you have any questions, please email or call.

Sincerely,

SHAW ENGINEERING

A handwritten signature in blue ink that reads "Owen Wurgler".

Owen Wurgler, PE, MSc.
Principal Engineer
owen@shawengineering.com

Attachments:

Bid Tabulation
Contractor License



City of Fernley

Ricci Tank 2

Bids Opened March 13, 2026 at 10:00am

Bid Tabulation

				Engineers Estimate		Resource Development Company		K.G. Walters	
Item No.	Description	Unit	Qty	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	LS	1	\$ 125,000.00	\$ 125,000.00	-	\$ 150,000.00	-	\$ 185,000.00
2	Earthwork, Rough Grading, Slope Stabilization, and Swale	LS	1	\$ 275,000.00	\$ 275,000.00	-	\$ 625,000.00	-	\$ 662,000.00
3	18" Yard Piping and Appurtenances	LS	1	\$ 40,000.00	\$ 40,000.00	-	\$ 90,000.00	-	\$ 100,000.00
4	14" Yard Piping and Appurtenances	LS	1	\$ 59,000.00	\$ 59,000.00	-	\$ 240,000.00	-	\$ 295,000.00
5	12" Overflow Piping and Appurtenances	LS	1	\$ 46,000.00	\$ 46,000.00	-	\$ 113,000.00	-	\$ 100,000.00
6	12" Hot Tap	LS	1	\$ 12,000.00	\$ 12,000.00	-	\$ 18,200.00	-	\$ 20,000.00
7	10" Altitude Valve Vault	LS	1	\$ 50,000.00	\$ 50,000.00	-	\$ 95,600.00	-	\$ 100,000.00
8	10" Double Check Valve Vault	LS	1	\$ 50,000.00	\$ 50,000.00	-	\$ 98,400.00	-	\$ 105,000.00
9	Post Hydrant	LS	1	\$ 4,000.00	\$ 4,000.00	-	\$ 13,900.00	-	\$ 23,000.00
10	Tank Subgrade Preparation, Ringwall Foundation, and Cushion	LS	1	\$ 45,000.00	\$ 45,000.00	-	\$ 235,000.00	-	\$ 165,000.00
11	Finish Grading and Access Road Surface Improvements	LS	1	\$ 30,000.00	\$ 30,000.00	-	\$ 28,000.00	-	\$ 40,000.00
12	40'H x 82'Ø AWWA D100 Welded Steel Water Tank	MG	1.58	\$ 1,100,000.00	\$ 1,738,000.00	-	\$ 626,000.00	-	\$ 907,800.00
13	Tank Appurtenances	LS	1	\$ 65,000.00	\$ 65,000.00	-	\$ 212,000.00	-	\$ 61,500.00
14	Passive Cathodic Protection System	LS	1	\$ 40,000.00	\$ 40,000.00	-	\$ 40,000.00	-	\$ 33,300.00
15	Interior Coating System	LS	1	\$ 260,000.00	\$ 260,000.00	-	\$ 325,000.00	-	\$ 266,200.00
16	Exterior Coating System and Containment Structure	LS	1	\$ 180,000.00	\$ 180,000.00	-	\$ 75,000.00	-	\$ 226,500.00
17	Temperature and Humidity Control	LS	1	\$ 40,000.00	\$ 40,000.00	-	\$ 10,000.00	-	\$ 17,100.00
18	Washdown and Disinfection	LS	1	\$ 10,000.00	\$ 10,000.00	-	\$ 4,000.00	-	\$ 6,600.00
19	Electrical Improvements and SCADA Intertie	LS	1	\$ 65,000.00	\$ 65,000.00	-	\$ 182,000.00	-	\$ 170,000.00
20	Site Restoration and Construction Cleanup	LS	1	\$ 10,000.00	\$ 10,000.00	-	\$ 7,000.00	-	\$ 12,000.00
21	Site Fencing	LS	1	\$ 15,000.00	\$ 15,000.00	-	\$ 59,500.00	-	\$ 58,000.00
22	Landscaping and Irrigation Improvements	LS	1	\$ 45,000.00	\$ 45,000.00	-	\$ 44,100.00	-	\$ 38,000.00
23	Force Account	LS	1	\$ 100,000.00	\$ 100,000.00	-	\$ 100,000.00	-	\$ 100,000.00
Total Base Bid				\$ 3,304,000.00			\$ 3,391,700.00		\$ 3,692,000.00



Measure up...use licensed contractors.

(<http://www.nscb.nv.gov/>).

License Details

Current Date: 3/16/2026 2:08:52 PM
(mm/dd/yyyy)

License Number: 0075026

Business Primary Name: RESOURCE DEVELOPMENT COMPANY LLC

License Monetary Limit: Unlimited

DBA Name:

Mailing Address: 1050 LINDA WAY
SPARKS, NV 89431
(775) 356-8004

Physical Address: 1050 LINDA WAY
SPARKS, NV 89431
(775) 356-8004

Status: Active

Status Date: 06/10/2024 (mm/dd/yyyy)

Origin Date: 06/28/2010 (mm/dd/yyyy)

Expiration Date: 06/30/2026 (mm/dd/yyyy)

Business Type: Limited Liability Company

Classification(s): A General Engineering

Limitation:

Principal Name

FARR, JEFFREY MICHAEL
RDC HOLDCO

Relation Description

President
Manager

Qualified Individual(s)

FARR, JEFFREY MICHAEL

Qualifier Type

CMS and Trade

Bond

Bond Type: Surety
Bond Number: YLI7475972
Bond Agent:
Surety Company: OLD REPUBLIC SURETY
Bond Amount: \$50,000.00
Effective Date: 01/01/2025 (mm/dd/yyyy)

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

This Agreement is by and between **City of Fernley** ("Owner") and Resource Development Company, LLC ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Construction of a 1.58 MG welded steel treated water storage tank, associated yard piping, and check valves to the existing Ricci Storage Tank site.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Ricci Tank 2**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Shaw Engineering** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Shaw Engineering**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially complete within ~~180~~ **200 days (Addenda 2)** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **15 days** after the date when the Contract Times commence to run.

4.04 Deleted

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

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

1. *Substantial Completion*: Contractor shall pay Owner **\$1000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1000** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Deleted
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. Deleted

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

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

C. Deleted.

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

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of **24** sheets with each sheet bearing the following general title: City of Fernley - Ricci Tank – Tank 2 Design
 7. Deleted.
 8. Addenda (numbers [**1**] to [**2**], inclusive).
 9. Deleted.
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

City of Fernley

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

595 Silver Lace Blvd

Fernley, NV 89408

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

595 Silver Lace Blvd

Fernley, NV 89408

Phone:

Email:

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

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

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CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 15, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Aaron Smith

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

GL# 510-166-100

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Approval of contract for Professional Services with Shaw Engineering. The contract will provide Construction Management, Inspections and Testing for the Ricci Tank 2 project.

AGENDA ITEM BRIEF:

Shaw Engineering will provide Construction Management, Inspection and testing for the construction of Ricci Tank 2 by Resource Development Company.

RECOMMENDED MOTION:

Approval

BUSINESS IMPACT (per NRS Chapter 237):

.

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Seek another proposal for CM services, that will likely increase price.

BACKGROUND:

Ricci Tank 2 is designed by Shaw Engineering. A successful bid has been received and award to Resource Development Company is pending Council approval.

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

Construction Management with Testing and Inspection will help the City obtain a quality product with minimal future repair costs.

ATTACHMENTS:

1. Ricci Tank 2 CM Proposal with CME



January 30, 2026

Ms. Ana Navarro

City of Fernley
595 Silver Lace
Fernley, NV 89408

**Re: Ricci Tank 2 Construction Project
Construction Management and Special Inspection Services Proposal**

Dear Ms. Navarro:

At your request, Shaw Engineering (Shaw) is pleased to submit this proposal for construction management and special inspection services for the Ricci Tank 2 Design and Construction Project. The services covered under this proposal are described in better detail below.

Task 1.0 Construction Management and Inspections

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

During the construction of the phase, Shaw will provide half-time inspections throughout the duration of the project to ensure the project is executed in strict accordance with the project drawings and specifications. The inspector will provide daily field reports detailing personnel and equipment onsite and the activities completed during each work day. Site visits from Shaw's inspector will be limited while the special inspection subcontractor is onsite observing the tank construction and interior and exterior coating operations. Shaw personnel will conduct regular construction progress meetings and provide meeting agendas and minutes to those in attendance. At the end of each month, Shaw will review applications for payment and certified payroll reports for accuracy compared to the work completed to date. 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.

Task 2.0 Materials Testing and Special Inspections

This task includes all elements of the materials testing and special inspection services required during the construction of the project. Shaw will utilize the services of Construction Materials Engineers, Inc (CME) to complete the required materials testing

and special inspections. CME will provide personnel and equipment to provide on-site coating inspection, welding inspection on structural steel welding, special inspections on structural components per the 2018 IBC, and materials testing for Portland cement concrete and earthwork. An AMPP (Association of Materials Protection and Performance) certified coating inspector will be available to provide the required inspections on the anticipated coatings and a certified welding inspector (CWI) will be available to provide the required inspections during erection of the steel tank or installation of appurtenances. Final daily field reports, laboratory results, and other documentation will be provided by CME upon completion of the project.

Task 3.0 Project Closeout and Documentation

This task will include the preparation of the final project closeout documentation. The final documents will include “as-built” drawings based on mark-ups made by the contractor during construction, inspection and testing reports, laboratory results, and approved material submittals. Shaw will provide two hardcopies and one pdf copy of the final closeout documents to the City of Fernley.

As a requirement of all public water systems, a final construction completion report shall be submitted to the Nevada Division of Environmental Protection, Bureau of Safe Drinking Water (BSDW). The construction completion report must be submitted within 30 days after the completion of a water project and must show that the project was completed in substantial compliance with the plans and specifications approved for the water project by the BSDW.

The following assumptions have been made for this proposal.

- For the basis of construction inspection estimating, it is anticipated the construction of the improvements will take 6 months to complete inclusive of procurement.
- Construction management and inspection services are dependent on the construction schedule, any changes to the schedule or the anticipated scope may result in a change in costs.

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

Task 1.0	Construction Management and Inspections	
Task 1.A	Construction Management Services	\$ 36,700
Task 1.B	Inspection Services	\$ 38,800
Task 2.0	Special Inspections and Testing	\$ 88,900
Task 3.0	Project Closeout and Documentation	\$ 2,500
	Total	\$ 164,400

The services listed will be billed based on time and materials at the fee schedule attached and will not exceed the amounts shown 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



Cody Black P.E.
Senior Principal Engineer
cody@shawengineering.com

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.



300 Sierra Manor Drive, Suite 1
Reno, NV 89511

December 23, 2025

Derek Starkey, P.E.
Shaw Engineering
20 Vine St.
Reno, NV 89503

RE: Ricci Tank 2
Fernely, Nevada
NACE (AMPP) Coating Inspections, Special Inspection, and Materials Testing Services

Dear Mr. Starkey:

CME, Inc. is pleased to provide this cost proposal for NACE (AMPP) coating inspection, special inspection, and materials testing services on the referenced project.

It is understood that our scope of work is to provide on-site coating inspection, welding inspection on structural steel welding, special inspections on structural components per the 2018 IBC, and materials testing for Portland cement concrete and earthwork. An AMPP certified coating inspector will be available to provide the required inspections on the anticipated coatings and a certified welding inspector (CWI) will be available to provide the required inspections during erection of the steel tank or installation of appurtenances.

A detailed outline including total trips, hours per trip, and associated fees is attached for your review. No construction schedule was available at the time of the cost estimation and therefore the number of trips required was assumed.

Based on the project plans and specifications, we will provide our services on a time and expense basis for an estimated fee of \$77,330.00. This estimate is based upon CME paying Northern Nevada Rural Region prevailing wage rates under the 2026 determination for \$51.57 per hour (Soils and Materials Tester). As you know, our services are dependent on your construction schedule and the scope of work provided. Any changes to the schedule or the anticipated scope may result in a change in cost. 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 services. Please do not hesitate to call if you have any questions or comments.

Sincerely,

CONSTRUCTION MATERIALS ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read "Jordan M. Miller".

Jordan M. Miller, EI
Project Manager
jmiller@cmenv.com
Direct: 775-737-7563
Mobile: 530-917-6612

A handwritten signature in blue ink, appearing to read "Katie B. Weagel".

Katie B. Weagel, PE
Senior Project Manager
kweagel@cmenv.com
Direct: 775-737-7566
Mobile: 775-224-9770

JMM:KBW:jmm
Enclosure

v:\projects\minor proposals\2026\shaw - ricci tank 2\letter_12-23-2025.docx

CITY OF FERNLEY RICCI TANK 2
AMPP (NACE) COATINGS INSPECTION, WELDING INSPECTION, SPECIAL INSPECTION, AND MATERIALS TESTING
VALLEY VIEW DRIVE, FERNLEY

SHAW ENGINEERING

DATE :

12/23/2025

ACTIVITY	QUANTITY	UOM	QUANTITY	UOM	RATE	TOTAL	COMMENTS
PROJECT MANAGEMENT							
PROJECT MANAGER	20	WEEKS	2	HOURS	\$ 180.00	\$ 7,200.00	COORDINATION, CONSULTATION, MEETINGS, REPORTS
PROJECT MANAGER	1	REPORT	3	HOURS	\$ 180.00	\$ 540.00	WARRANTY INSPECTION REPORT
SENIOR PROJECT MANAGER / PROFESS. ENGR.	10	WEEKS	1	HOURS	\$ 210.00	\$ 2,100.00	CONSULTATION
						\$	9,840.00

AMPP (NACE) COATING INSPECTIONS, WELDING INSPECTIONS, SPECIAL INSPECTIONS, AND MATERIALS TESTING

FIELD							
AMPP (NACE) COATING INSPECTION							
AMPP (NACE) INSPECTOR REG.	10	DAYS	4	HOURS	\$ 155.00	\$ 6,200.00	INSPECTION DURING SURFACE PREPARATION
AMPP (NACE) INSPECTOR REG.	30	DAYS	4	HOURS	\$ 155.00	\$ 18,600.00	INSPECTION DURING PRIMER & COATING APPLICATIONS
AMPP (NACE) INSPECTOR O.T.	6	DAYS	4	HOURS	\$ 200.00	\$ 4,800.00	SATURDAY/EXTENDED WEEKDAYS OVERTIME (AS NEEDED)
AMPP (NACE) INSPECTOR REG.	2	DAYS	4	HOURS	\$ 155.00	\$ 1,240.00	11-MONTH WARRANTY INSPECTIONS & REPAIRS
VEHICLE			192	HOURS	\$ 15.00	\$ 2,880.00	
WELDING INSPECTION							
CWI INSPECTOR REG.	15	DAYS	6	HOURS	\$ 165.00	\$ 14,850.00	PERIODIC WELDING INSPECTIONS FOR TANK & TANK APPURTANCES
ULTRASONIC TESTING EQUIPMENT			30	HOURS	\$ 25.00	\$ 750.00	
VEHICLE			90	HOURS	\$ 15.00	\$ 1,350.00	
SPECIAL INSPECTION							
SPECIAL INSPECTOR REG.	5	DAYS	4	HOURS	\$ 155.00	\$ 3,100.00	POST-INSTALLED ANCHORAGE (RINGWALL/EQUIPMENT PAD) & TANK FOUNDATION/PAD REINFORCEMENT
VEHICLE			20	HOURS	\$ 15.00	\$ 300.00	
MATERIALS TESTING							
TESTING TECHNICIAN REG.*	15	DAYS	4	HOURS	\$ 135.00	\$ 8,100.00	COMPACTION TESTING (SUBGRADE, AGGREGATE BASE ROAD, BOTTOM OF VAULT EXCAVATION, UTILITY BEDDING/BACKFILL), & EQUIPMENT PAD/RINGWALL FOUNDATION/TANK PAD P.C.C.
NUCLEAR GAUGE			50	HOURS	\$ 15.00	\$ 750.00	
VEHICLE			60	HOURS	\$ 15.00	\$ 900.00	
LABORATORY							
SOIL CLASSIFICATION (SIEVE ANALYSIS & PLASTICITY INDEX)			4	SAMPLES	\$ 280.00	\$ 1,120.00	SUBGRADE, CLASS E BACKFILL, AGGREGATE BASE, BEDDING
MOISTURE DENSITY CURVE			4	SAMPLES	\$ 300.00	\$ 1,200.00	SUBGRADE, CLASS E BACKFILL, AGGREGATE BASE, BEDDING
COMPRESSIVE STRENGTH OF CONCRETE CYLINDERS			5	SETS	\$ 270.00	\$ 1,350.00	SETS OF SIX W/ (1) FIELD CURE (1/60 CUBIC YARDS PER SPEC)

*INCLUDES CYLINDER PICKUP THE FOLLOWING DAY

\$

67,490.00

ESTIMATED TOTAL FEE:

\$77,330.00

NOTES:

1. INSPECTION AND TESTING FREQUENCIES BASED UPON PROJECT DRAWINGS, PROJECT SPECIFICATIONS, 2018 IBC, AND SSPWC 2012 REV. 8
2. FIELD INSPECTION AND TESTING TIME INCLUDES TRAVEL TO AND FROM THE RENO CME OFFICE
3. CME HAS HOLIDAY DETECTION TESTING EQUIPMENT IF NEEDED TO SPOT CHECK CONTRACTORS EQUIPMENT & PROCESS
4. CME WILL PROVIDE AN AMPP (NACE) CERTIFIED INSPECTOR & WILL UTILIZE A DRY-FILM THICKNESS GAUGE FOR SPOT CHECKS
5. CONFINED SPACE TRAINING & A SECOND PERSON WILL BE PROVIDED BY THE CONTRACTOR TO OUR ON-SITE INSPECTOR
6. NO WATER DISINFECTION TESTING WILL BE PERFORMED BY CME
7. 2026 RATES FOR PERSONNEL/EQUIPMENT HAVE BEEN INCLUDED WITH START DATE ANTICIPATED IN 2026



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 15, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

There are none

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve the liquor license for Los Placosos

AGENDA ITEM BRIEF:

(Possible Action) to approve the liquor license for Los Placosos

RECOMMENDED MOTION:

"I move to approve the liquor license for Los Placosos

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:

There are established liquor license procedures in the City of Fernley. Applicants are required to submit to a background check that is performed by the Lyon County Sheriff's Department. Lyon County Sheriff's Office recommended approval based on the background investigation conducted for Mr. Cristian O. Salas Tirado. Background information is confidential and cannot be distributed.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 15, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Mitzi Carter, Human Resource Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

100-529, 510-810, 520-810

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve a new classification - Engineering Permit Technician

AGENDA ITEM BRIEF:

Discussion and possible action to approve the reclassification of the Administrative Specialist II to Engineering Permit Technician within the Engineering Department. The current Administrative Specialist II would now be the Engineering Permit Technician. The Engineering Department has evolved since the former City Engineer was hired in February 2025. Department complexity increased, revealing the need for more specialized responsibilities and management capability for permits and water rights. HR/Engineering collaboration resulted in a comprehensive Engineering Permit Technician position description reflecting actual job functions and requirements. The expansion role includes technical support for permit rules, plan review and development processes, water rights, working with contractors, developers, engineers, and the public and legal. This requires a higher understanding of codes, water rights, GIS, plan routing, and coordinating and working with all the departments. This position also uses permits software, SmartGopv, Blue Beam, and GIS plan systems. The current duties of the Administrative Specialist II will be absorbed into the new classification and will not require back filling.

RECOMMENDED MOTION:

"I move to approve the reclassification of the Administrative Specialist II to the position of Engineering Permit Technician 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 1271, 278, 278A or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Council may approve the reclassification which provides the Engineering Department with a properly classified role that reflects extended and existing responsibilities or provide staff with further direction.

BACKGROUND:

The Engineering Department continues to manage the increased workloads and duties that the current Administrative Specialist II is performing. This change ensures that responsibilities are recognized appropriately, and that staff are classified and compensated in alignment with their actual work being performed. The reclassification study was conducted by 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. This position was also negotiated in good faith and approved by the IBEW, Local 1245. The duties of the Administrative Specialist II have been absorbed in the new classification, therefore, the Administrative Specialist II will not be backfilled.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Not applicable.

FINANCIAL IMPLICATIONS:

The Salary Range for the Engineering Permit Technician classification is \$24.85 hourly, \$51,682.18 annually, to \$32.92 hourly, \$68,464.03 annually, matching the salary range for the current Permit Technician within the Building Department. While this is a new classification within the department, it realigns an existing budgeted Administrative Specialist II with its current responsibilities.

ATTACHMENTS:

1. Engineering Permit Technician Union Approved Draft

CITY OF FERNLEY
Engineering Permit Technician
Salary Range: \$24.85 Hourly, \$51,682.18 / \$32.92 Hourly / \$68,464.03 Salary

DEFINITION

Under general supervision, receives, logs, and distributes plans for plan checking; checks and reviews permit applications and supporting documents for proper form, sufficiency of information, and conformance with legal standards; issues permits as authorized. This position provides specialized administrative and technical support for the intake, processing, tracking, and management of engineering permits. The role serves as a liaison between the public, contractors, and multiple city departments to ensure permits are accurately documented, routed, and processed according to established standards and timelines. The position requires knowledge of permit procedures, regulatory requirements, and record management systems.

DISTINGUISHING CHARACTERISTICS

Operates under moderate supervision, performing routine and specialized tasks with increasing independence. Differs from general administrative support roles in that it requires technical knowledge of engineering permit processes, regulations, and city systems. Supports multiple departments and functions as the primary point of contact for applicants seeking guidance on permit requirements. Maintains responsibility for accurate tracking, recordkeeping, and regulatory compliance.

ESSENTIAL FUNCTIONS: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).*

Permit Processing & Customer Support

- Assist with the initial intake of permit applications, verifying documentation completeness, and routing forms to the appropriate staff.
- Provide general guidance to applicants regarding engineering permit requirements, timelines, and procedures.
- Log, track, and maintain permit records in SmartGov.
- Compile and submit necessary documentation to regulatory agencies, including printing required documentation for FCC.
- Correctly input permit information and run end-of-day deposit reports.
- Issue permits as authorized.

Coordination & Communication

- Coordinate with other departments to support permit workflow and provide status updates.
- Research and investigate complaints, routing issues, and resolve customer inquiries.
- Respond to public records requests and update departmental web pages as needed.
- Schedule and gather public works inspections.

Administrative & Technical Support

- Conduct specialized research tasks and maintain advanced records management systems.
- Coordinate with the water rights attorney to process applications and oversee the internal water rights process, ensuring items are added to agendas, documents are recorded, and all paperwork is accurately filed.
- Coordinate with TCID to accept annual irrigation lease program applications and ensure all related paperwork is filed correctly.
- Review, compile, and maintain regulatory reporting data and files.

- Generate and process engineering contracts as needed.
- Prepare for meetings, take notes, and assist with department reporting, including monthly reports.
- Navigate ArcGIS, Assessor's databases, and Caselle software to gather or verify information.
- Performs related duties and responsibilities as required.

QUALIFICATIONS FOR EMPLOYMENT

Knowledge, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)

Knowledge of:

- Basic principles of the applicable ordinances, codes, and regulations;
- Basic functions and authority of municipal government operations;
- Office practices and procedures, including filing and the operation of standard office equipment;
- Basic record keeping principles and practices;
- Correct English usage, including spelling, grammar, and punctuation; and
- Basic arithmetic.

Ability to:

- Understand, apply, and explain codes, policies, and procedures;
- Analyze, solve, and make recommendations on a variety of problems related to the City's regulations;
- Read and interpret technical documents;
- Maintain accurate and legible records of activities;
- Read and understand legal descriptions;
- Read and use zoning maps, quarter sections maps, plat maps, land use maps and aerial maps;
- Organize projects and research data;
- Gather and analyze data and assemble the data in order to solve problems;
- Set priorities and meet deadlines;
- Communicate effectively both verbally and in writing;
- Make appropriate decisions independently and in accordance with established policy;
- Operate standard office equipment;
- Organize and maintain accurate files and records;
- Provide factual information both in person and on the telephone; and,
- Work harmoniously and tactfully with others.

Special Requirements:

Possession of a valid Nevada driver's license.

Minimal and Preferred Qualifications:

- High school diploma or equivalent required; Associate's degree or higher in engineering, construction management, public administration, or a related field preferred.
- Experience in permit processing, administrative support, or a related technical role preferred.
- Knowledge of GIS, Caselle, and Assessor systems strongly preferred.
- Proficiency in Microsoft Office and familiarity with permit tracking software (e.g., SmartGov) preferred.
- Strong organizational skills, attention to detail, and ability to manage multiple tasks simultaneously.
- Excellent verbal and written communication skills.

City of Fernley
Approved:

Engineering Permit Technician
FLSA: Non-exempt

- Ability to coordinate effectively with multiple departments and maintain positive working relationships.

Physical and Mental Requirements:

The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Strength, dexterity, coordination, and vision to use keyboard and video display terminal for prolonged periods. Strength and stamina to bend, stoop, sit, and stand for long periods of time. Dexterity and coordination to handle files and single pieces of paper, occasional lifting of files, stacks of paper or reports, references, and other materials. Some reaching, bending, squatting, and stooping to access files and records is necessary. The ability to communicate via telephone and in person. Light lifting (up to 25 pounds) is occasionally required. Extended periods of standing may be required when at a specific work site.

In compliance with applicable disability 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.

Working Conditions:

Work is performed under the following conditions:

The majority of work is conducted in an office environment. Work may occasionally be performed outside with exposure to dust, fumes, odors, chemicals, dampness, cold, heat, and loud noises. Position may require travel by car from the office to a work site.

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.

Employee's Signature

Date

Printed Name

Proposed Position has been Negotiated and is Approved:	Yes ☒	No ☐
Reason for Denied Approval:	IN Alignment with existing Permit Tech	

City of Fernley
Approved:

Engineering Permit Technician
FLSA: Non-exempt

Signature:



Marty K. Mle, Business Agent
IBEW 1245

11/17/2025
Date:

CITY OF FERNLEY, NEVADA
RESOLUTION NO. 26-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FERNLEY, NEVADA, MAKING FINDINGS OF MISCONDUCT BY A CITY COUNCILMEMBER, PROVIDING FOR EXPULSION AND PERMANENT EXCLUSION FROM COUNCIL MEETINGS TO THE EXTENT PERMITTED BY LAW, AND AUTHORIZING FURTHER ACTION CONSISTENT WITH NEVADA LAW.

WHEREAS, Councilmember Stan Lau was duly elected to serve as a member of the City Council of the City of Fernley, Nevada; and

WHEREAS, the City of Fernley is a general-law municipality organized under NRS Chapter 266; and

WHEREAS, the Fernley City Council is charged with conducting the City's legislative business in an orderly, lawful, and ethical manner; and

WHEREAS, on one or more occasions, Councilmember Stan Lau engaged in conduct that disrupted City Council meetings and interfered with the conduct of public business as determined by an outside and independent investigation making the following findings:

1. Violation of City of Fernley Personnel Policies and Procedures Fair Employment Practices §§ 2.2.1; 2.2; 2.3; 2.10; 2.12; and
2. City of Fernley Resolution No. 17-011, Section 1; Section V.D; Section VI.C and VI.H; and

WHEREAS, such conduct constitutes grounds for permanent expulsion, pursuant to NRS. 266.240; and

WHEREAS, the City Council provided written notice and an opportunity to be heard at a duly noticed public meeting on April 15, 2026, at 5 p.m. at the City of Fernley City Hall Council Chambers, consistent with due process; along with legal authority relied upon; and

WHEREAS, the City Council finds that disciplinary action is warranted; and

WHEREAS, after consideration of the evidence, testimony, and argument presented, the City Council finds by a vote of _____, that the grounds for permanent expulsion are established and that continued service by the Councilmember is consistent with the lawful and effective governance of the City:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fernley, Nevada, as follows that:

Section 1. Findings.

The foregoing recitals are adopted as findings of the City Council.

Section 2. Permanent Expulsion

Pursuant to NRS 266.240, Councilmember Lau is hereby permanently expelled from the City Council effective immediately.

Section 3. Declaration of Vacancy

The seat formerly held by Councilmember Lau is declared vacant as of April 15, 2026.

Section 4. Filling the Vacancy

The vacancy shall be filled in accordance with 266.225, including any applicable appointment or special election requirements.

Section 5. Ministerial Acts

The City Clerk is directed to update the official records of the City, provide all required notices, and take any ministerial actions necessary to effectuate this Resolution.

Section 6. Severability

If any provision of this Resolution is held invalid, such invalidity shall not affect the remaining provisions.

Section 7. Authorization

The City Attorney is authorized to take further lawful action.

Section 8. Effective Date

This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED this 15th day of April 2026.

ACKNOWLEDGED AND APPROVED:

Dated:

Neal E. McIntyre, Mayor

Ward One

Ward Two

Ward Three

Ward Four

Ward Five

Kimberly Swanson, City Clerk



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 15, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Alex Lopez Martinez

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Discussion and possible action of a Type 1 Vacation request, T1V25001, by M4 Victory Development, LLC to abandon a portion of the public roadway known as "Duffy Road", located east of Nevada Pacific Parkway and south of Interstate 80 within the Mark IV Capital Victory Logistics District.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to vacate approximately 0.53 miles of Duffy Road roadway located within the Victory Logistics District project. A new public roadway known as "Innovation Drive" will be constructed by M4 Victory Development, LLC in place of the existing roadway and will be offered for dedication to the City of Fernley once complete. Vacation of Duffy Road is in accordance with Development Agreement DA22001, approved by City Council on April 3, 2024.

At their April 8, 2026 meeting, the Planning Commission voted 7-0 to recommend approval.

RECOMMENDED MOTION:

I move to approve Type 1 Vacation, T1V25001, to vacate approximately 0.53 miles of the public roadway known as Duffy Road.

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 may deny approval of the Vacation and provide staff with further direction.

BACKGROUND:

Duffy Road is a 1.84 mile public street located in the City of Fernley just south of Interstate 80, east and west of Nevada Pacific Parkway, and east of Stanley Drive. It is a two-lane local road, owned and maintained by the Nevada Department of Transportation (NDOT), with established legal access to the general public. On June 5, 2024, City Council was presented a cooperative transfer agreement to relinquish and convey all rights, title, and interest of a portion of Duffy Road from NDOT to the City of Fernley. The resolution passed unanimously and was recorded with Lyon County on July 29, 2024.

As construction of the new public roadway, Innovation Drive, is in progress to start soon, the vacation of the current City of Fernley Duffy Road will allow the project to continue moving forward in 2026. A Temporary Public Access Easement and Maintenance Agreement has been drafted to grant continued public access across the abandoned Duffy Road, and to have Mark IV Capital assume all maintenance and liability responsibilities of the street until Innovation Drive has been accepted by the City of Fernley. Adequate traffic control shall be provided to ensure the general public knows when to expect changes in traffic patterns and how to navigate through the temporary traffic control zone. Demolition of Duffy Road will not be approved until secondary traffic access is established.

The Planning Commission voted 7-0 on April 8, 2026 to recommend approval of the Vacation.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Revised Statutes (NRS) 278 - Planning and Zoning

Nevada Revised Statutes (NRS) 278.480 - Vacation or abandonment of street or easement: Procedures, prerequisites and effect; appeal; reservation of certain easements; and sale of vacated portion.

City of Fernley Municipal Code Title 32 - Development Code - Section 32.03.080 - Vacations

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Duffy Road Temporary Public Access Easement And Maintenance Agreement
2. Duffy Road Abandonment Exhibit
3. Duffy Road Abandonment Traffic Control Plan

APNs:

**Recording Requested By And
When Recorded, Mail To:**

**City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408
Attn: City Clerk**

**TEMPORARY PUBLIC ACCESS EASEMENT
AND MAINTENANCE AGREEMENT**

This Temporary Public Access Easement and Maintenance Agreement (the “Agreement”) is entered into and made effective as of February __, 2026 (the “Effective Date”), by and between:

Grantor: M4 NEW FERNLEY QOZB, LLC, a Nevada limited liability company, with its principal place of business at 4450 MacArthur Blvd, 2nd Floor, Newport Beach, CA 92660, (hereinafter referred to as the “Grantor” or “Developer”),

and

Grantee: The City of Fernley, a municipal corporation of the State of Nevada, with its principal offices at 595 Silver Lace Blvd, Fernley, NV 89408 (hereinafter referred to as the “Grantee” or “City”).

The Grantor and Grantee are sometimes collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Grantor is the owner or has an interest in certain real property located in the City of Fernley, Lyon County, Nevada, as part of the Victory Logistics District Phase C project, more particularly described in the Preliminary Plot dated September 3, 2025, encompassing approximately 519.43 acres, including the portion of Duffy Road subject to abandonment (the “Property”);

WHEREAS, the Property includes a portion of Duffy Road located within the SE ¼ of Section 5, Township 20 North, Range 25 East, Mount Diablo Meridian (the “Existing Road Segment”), as depicted in the Preliminary Plot and described as follows:

A portion of Duffy Road commencing at the intersection with Interstate 80 and extending southward along the existing alignment, bounded by the proposed new, realigned road

and Innovation Drive to the east, Gateway Drive to the south, and adjacent parcels as shown on Sheet 2 of the Preliminary Plot dated September 3, 2025, prepared by Lumos & Associates, including all rights-of-way and appurtenances thereto;

WHEREAS, the Grantor has submitted an application for the abandonment/vacation of the Existing Road Segment under Application T1V25001 Duffy Road Abandonment;

WHEREAS, pursuant to Nevada Revised Statutes (NRS) 278.480, the City may vacate or abandon streets or easements but reserve easements for public access, utilities, or other purposes in the vacation order to protect public interests;

WHEREAS, the City has determined that the abandonment is feasible, as no City-owned utilities are present and active permits are held by the Grantor, but requires conditions to ensure continued public access and maintenance until the new, realigned road that replaces the Existing Road Segment (the “New Road”) is constructed, opened for public use, and formally offered for dedication to the City;

WHEREAS, the Grantor wishes to facilitate the abandonment and agrees to grant a temporary easement for public access over the Existing Road Segment and to assume responsibility for the maintenance and liability of the Existing Road Segment during the Term, consistent with the City’s current obligations;

WHEREAS, the Parties intend this Agreement to satisfy the City’s requirement for a legal written document accepting liability and responsibility for the Existing Road Segment;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: GRANT OF EASEMENT

1.1 Grant. Subject to the terms and conditions of this Agreement, the Grantor hereby grants, conveys, and dedicates to the Grantee, for the benefit of the public, a temporary, non-exclusive easement and right-of-way (the “Temporary Easement,” more particularly described on Exhibit A) over, across, and upon the Existing Road Segment for the purpose of public vehicular, pedestrian, and emergency access, including but not limited to automobiles, trucks, motorcycles, bicycles, and other conveyances. The use of the Temporary Easement shall be limited to the type, intensity, and volume of use existing as of the Effective Date. No material increase in traffic volume, change in permitted vehicle classifications, or alteration in functional use shall occur without Grantor’s prior written consent, which shall not be unreasonably withheld.

1.2 Characteristics and Purpose. The Temporary Easement is appurtenant to the public interest and shall benefit the Grantee and the public by ensuring uninterrupted access equivalent to the current public use of the Existing Road Segment. The Grantor understands and agrees that the

Temporary Easement granted herein is for a public roadway to be used by the general public for access, ingress, egress, and travel on and across the Property in the Temporary Easement to and from roads and properties located adjacent to the Property. The Temporary Easement shall be limited to travel and access purposes and shall not include any right to park, store materials, or conduct activities inconsistent with safe roadway use.

1.3 Reservations. The Grantor shall not construct or place any structure or building, yard light, shrub, tree, woody plant, or nursery stock, whether temporary or permanent, of any kind or nature situated on the Temporary Easement that will interfere with or obstruct the roadway. Any such structure or item placed on the Temporary Easement may be removed by the Grantee upon not less than 10 business days' prior written notice to Grantor without liability for damages arising therefrom. Grantor shall retain the right to make use of the servient property of the Temporary Easement, except for such prohibitions as are contained herein, and except for such use as might endanger or interfere with the rights of the Grantee in its use of the roadway. If Grantor constructs or places any structure or building or item prohibited herein on the Temporary Easement, Grantor shall reimburse the Grantee for Grantee's expenses in removing such structure or prohibited item from the Temporary Easement if Grantor failed to do so after receipt of notice from Grantee pursuant to this Section 1.3.

1.4 Exclusivity. The Temporary Easement is non-exclusive, and the Grantor shall not grant conflicting rights to third parties that impair public access during the Term.

ARTICLE II: MAINTENANCE OBLIGATIONS

2.1 Grantor's Duties. The Grantor, or its assigns, at its expense, shall be solely responsible for the maintenance of the Existing Road Segment in its current condition, as well as all Grantor-owned improvements which may be located within the Temporary Easement, as may be expressly allowed herein. Maintenance shall include, but not be limited to: paving, grading, striping, and signage; snow and ice removal; weed control, trash and debris removal; dust control and erosion prevention; repairs to potholes, cracks, or damage; compliance with all applicable laws expressly applicable to private roadway maintenance, including traffic control and safety measures; and ensuring no interruptions to public access except for emergencies or with prior City approval and notice. The Grantor shall perform inspections as needed and respond to City notifications of deficiencies within 72 hours. Under no circumstances shall Grantor be required to perform or pay for any work that upgrades, expands, or improves the Existing Road Segment beyond its condition as of the Effective Date.

2.2 Emergency Repairs. In emergencies threatening public safety, the Grantor shall perform immediate repairs to the Existing Roadway Easement. If the Grantor fails to do so, then upon not less than three business days' prior written notice to Grantor the City may perform the work and recover costs from the Grantor for its reasonable and documented out of pocket costs.

2.3 Coordination. The Grantor shall coordinate all maintenance with the City Engineer and provide at least 72 hours' notice for non-emergency work that may impact access.

ARTICLE III: INSURANCE AND INDEMNIFICATION

3.1 Insurance. The Grantor shall maintain during the Term, at its expense, commercial general liability insurance covering the Existing Road Segment with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage, naming the City as an additional insured. The Grantor shall provide certificates of insurance to the City prior to the Effective Date and upon renewal. Coverage shall include premises liability and contractual liability.

3.2 Indemnification. The Grantor shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, demands, damages, costs, expenses (including reasonable attorney fees), liabilities, or losses arising from or related to the use, maintenance, or condition of the Existing Road Segment during the Term, including but not limited to personal injury, property damage, or environmental contamination caused by the Grantor's acts, omissions, or negligence; provided, however, that the foregoing indemnification shall not apply to the extent any such claims, demands, damages, costs, expenses, liabilities, or losses are caused by or arise from the negligence, willful misconduct, or breach of this Agreement by the City, its officers, employees, or agents. This indemnification survives termination. Grantor's duty to defend shall arise only upon a final determination of Grantor's negligence or breach.

ARTICLE IV: TERM AND TERMINATION

5.1 Term. This Agreement shall commence on the Effective Date (or the date of the City's vacation order, whichever is later) and continue until the earliest of: (i) the New Road is formally offered for dedication to the City as a public roadway; and (ii) mutual written agreement of the Parties (the "Term") at which time this Agreement and the Temporary Easement shall automatically terminate, and all rights shall revert to the Grantor.

5.2 Enforcement; Breach Shall Not Permit Termination. Each party bound hereby shall have the right (but not the duty) to enforce its rights hereunder against the other parties hereto. No breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which may be available to such party at law or in equity.

ARTICLE V: MISCELLANEOUS

6.1 Governing Law. This Agreement shall be governed by the laws of the State of Nevada, without regard to conflicts of laws. Venue shall be in Lyon County, Nevada.

6.2 Binding Effect. This Agreement shall bind and inure to the benefit of the Parties' successors, heirs, assigns, and any subsequent owners of the Property. The Grantor shall record this Agreement with the Lyon County Recorder within 10 days of execution.

6.3 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein.

6.4 Additional Actions and Documents. The parties agree to take such additional actions and execute such additional documents as may be necessary or proper to carry out the transactions contemplated by this Agreement.

6.5 Modification and Waiver. No claim of waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party.

6.6 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those herein expressed.

6.7 No Partnership. The provisions of this Agreement do not create any partnership, joint venture, or other legal entity between the parties hereto.

6.8 Attorneys' Fees. Should any party hereto employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from each opposing party thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

6.9 Time of the Essence. Time is of the essence for the performance of all obligations and the satisfaction of all conditions of this Agreement.

6.11 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of any other provision of this Agreement in that jurisdiction or the validity, legality, or enforceability of any provision in any other jurisdiction. The remainder of this Agreement shall remain in full force

and effect as if such invalid, illegal, or unenforceable provision had never been included, and the parties shall use their best efforts to negotiate in good faith a substitute, valid, and enforceable provision that most nearly effects the parties' original intent.

6.12 Notices. All notices and demands of any kind which any party hereto may be required or desire to serve upon any other party under the terms of this Agreement shall be in writing and shall be served upon such other party (a) by personal service upon such other party, whereupon service shall be deemed complete, (b) by telecopy or email, followed by a hard copy mailed the same day, whereupon service shall be deemed completed on the day telecopy or email, as applicable, was sent, (c) by Federal Express or other recognized overnight delivery service, whereupon service shall be deemed complete the next business day, or (d) by mailing a copy thereof by certified or registered mail, postage prepaid, with return receipt requested, whereupon service shall be deemed complete on the day actual delivery is made, as shown by the addressee's registry or certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The address to which notices to a recipient party shall be sent shall be the address last provided by the recipient party or, if no such address exists, to the address of such recipient party as listed with the Lyon County Assessor for the Servient Property or the Dominant Property, as applicable, or, if no such address exists, to the last known address of such recipient party.

Any party hereto may from time to time, by notice in writing served upon the others as aforesaid, designate a different address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

6.13 Counterparts. This Agreement may be executed in counterparts, each deemed an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF FERNLEY, a municipal corporation
and political subdivision of the State of Nevada

Neal E. McIntyre, Mayor

ATTEST

By: _____
Kim Swanson, City Clerk

Date of City Council Action: _____

APPROVED AS TO FORM

By: _____
Aaron Mouritsen, City Attorney

GRANTOR

M4 NEW FERNLEY QOZB, LLC,
a Nevada limited liability company

Niel Nelson

STATE OF NEVADA)
)
COUNTY OF WASHOE)

This instrument was acknowledged before me on 02/16, 2026 by
Niel Nelson as SVP of M4 New Fernley QOZB, LLC, a Nevada
limited liability company.

Zachary Miller
Zachary Miller

Notary Public

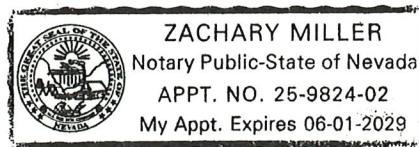
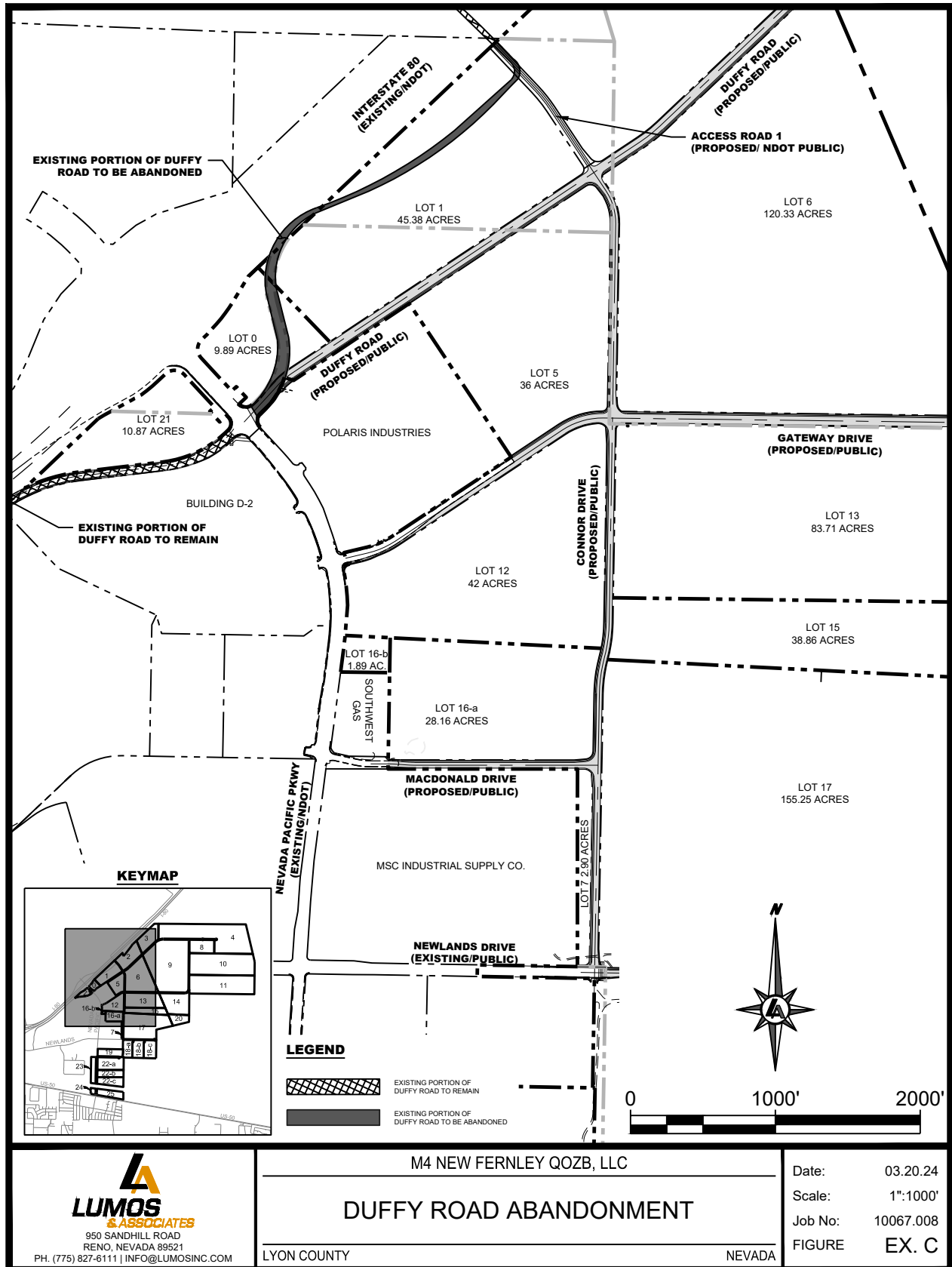
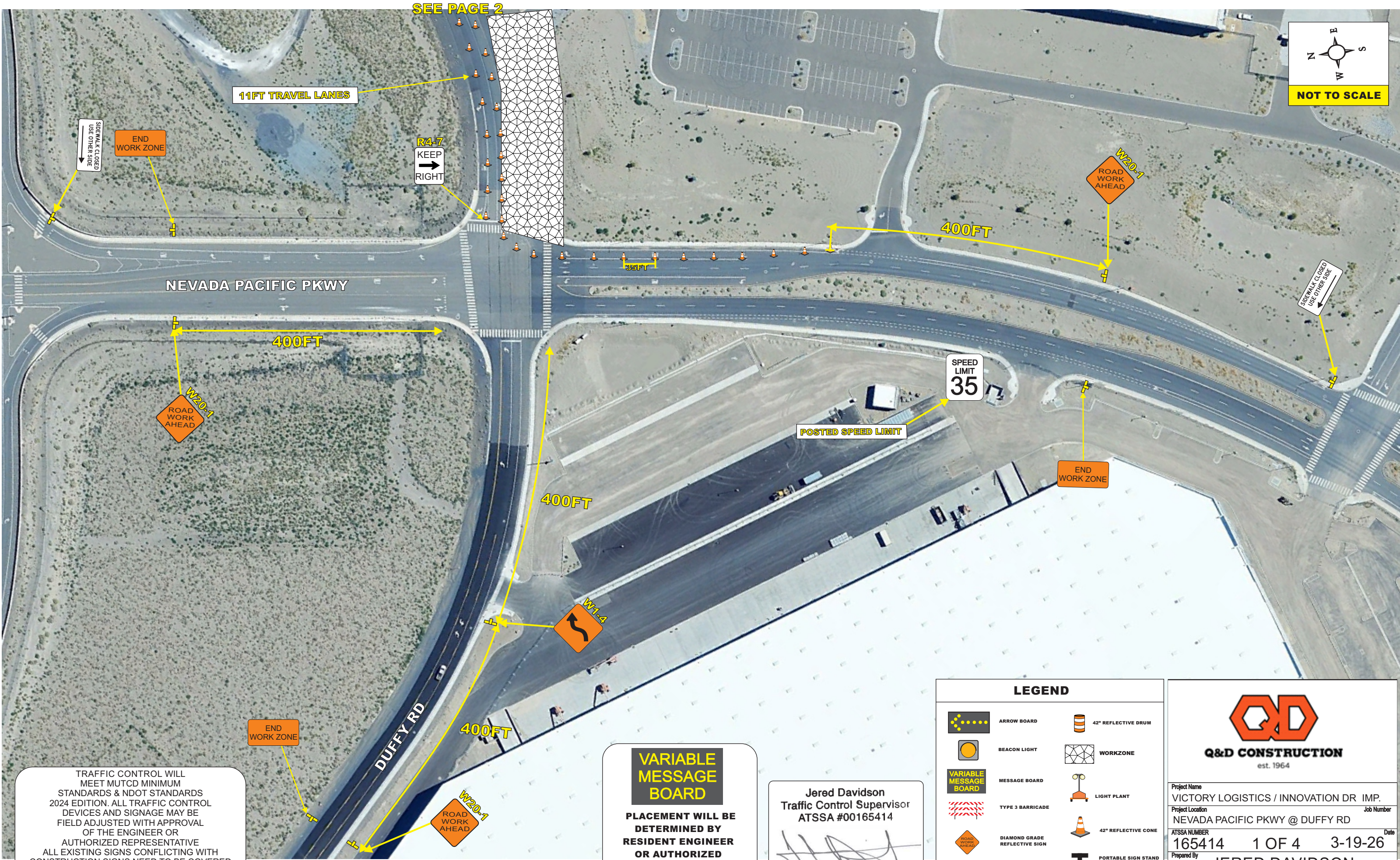


EXHIBIT A:
PROPERTY DESCRIPTION AND PRELIMINARY PLOT REFERENCE



950 SANDHILL ROAD
 RENO, NEVADA 89521
 PH. (775) 827-6111 | INFO@LUMOSINC.COM



TRAFFIC CONTROL WILL MEET MUTCD MINIMUM STANDARDS & NDOT STANDARDS 2024 EDITION. ALL TRAFFIC CONTROL DEVICES AND SIGNAGE MAY BE FIELD ADJUSTED WITH APPROVAL OF THE ENGINEER OR AUTHORIZED REPRESENTATIVE. ALL EXISTING SIGNS CONFLICTING WITH CONSTRUCTION SIGNS NEED TO BE COVERED. TRAFFIC CONTROL PLANS WILL BE UPDATED ON AS NEEDED BASIS.

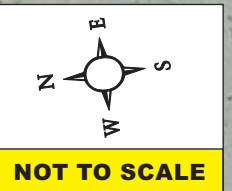
VARIABLE MESSAGE BOARD
PLACEMENT WILL BE DETERMINED BY RESIDENT ENGINEER OR AUTHORIZED REPRESENTATIVE

Jered Davidson
Traffic Control Supervisor
ATSSA #00165414

LEGEND			
	ARROW BOARD		42" REFLECTIVE DRUM
	BEACON LIGHT		WORKZONE
	MESSAGE BOARD		LIGHT PLANT
	TYPE 3 BARRICADE		42" REFLECTIVE CONE
	DIAMOND GRADE REFLECTIVE SIGN		PORTABLE SIGN STAND

Q&D CONSTRUCTION
est. 1964

Project Name	VICTORY LOGISTICS / INNOVATION DR IMP.		
Project Location	NEVADA PACIFIC PKWY @ DUFFY RD		
ATSSA NUMBER	165414	1 OF 4	3-19-26
Prepared By	JERED DAVIDSON		



NOT TO SCALE

DUFFY RD

END
WORK ZONE

400FT



W1-4

SEE PAGE 2

TRAFFIC CONTROL WILL
MEET MUTCD MINIMUM
STANDARDS & NDOT STANDARDS
2024 EDITION. ALL TRAFFIC CONTROL
DEVICES AND SIGNAGE MAY BE
FIELD ADJUSTED WITH APPROVAL
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AUTHORIZED REPRESENTATIVE
ALL EXISTING SIGNS CONFLICTING WITH
CONSTRUCTION SIGNS NEED TO BE COVERED
TRAFFIC CONTROL PLANS WILL BE UPDATED ON AS
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Q&D CONSTRUCTION
est. 1964

Project Name	VICTORY LOGISTICS / INNOVATION DR IMP.
Project Location	NEVADA PACIFIC PKWY @ DUFFY RD

ATSSA NUMBER	165414	2 OF 4	3-19-26	Date
Prepared By	JERED DAVIDSON			

LEGEND



ARROW BOARD



BEACON LIGHT



MESSAGE BOARD



THESE 2 SERIES

**DIAMOND GRADING**

42" REFLECTIVE DRUM



7



EIGHT YEARS



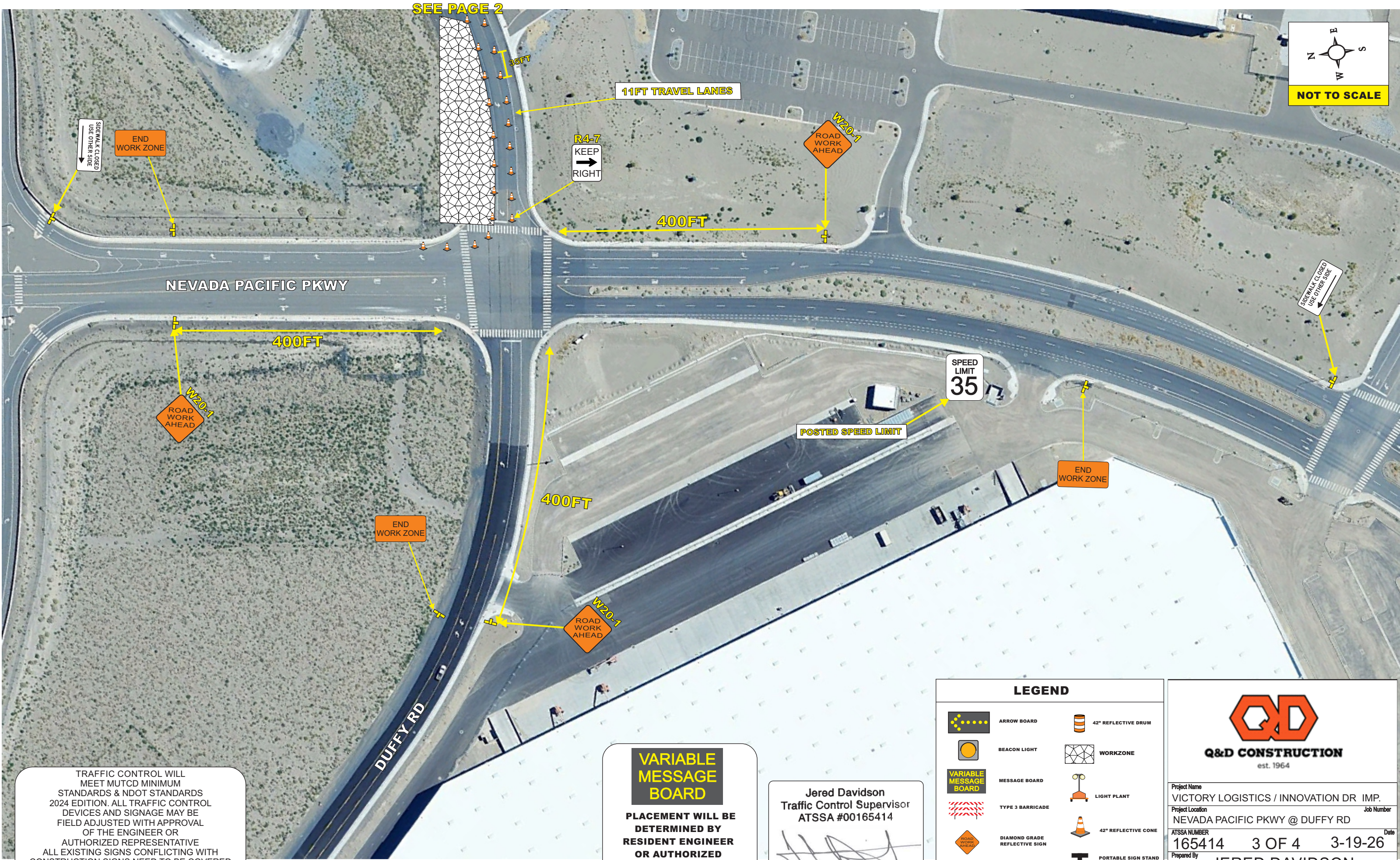
42" REFLECTIVE CONE

Jered Davidson
Traffic Control Supervisor
ATSSA #00165414

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VARIABLE MESSAGE BOARD

**PLACEMENT WILL BE
DETERMINED BY
RESIDENT ENGINEER
OR AUTHORIZED
REPRESENTATIVE**



SEE PAGE 2

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NOT TO SCALE

TRAFFIC CONTROL WILL MEET MUTCD MINIMUM STANDARDS & NDOT STANDARDS 2024 EDITION. ALL TRAFFIC CONTROL DEVICES AND SIGNAGE MAY BE FIELD ADJUSTED WITH APPROVAL OF THE ENGINEER OR AUTHORIZED REPRESENTATIVE. ALL EXISTING SIGNS CONFLICTING WITH CONSTRUCTION SIGNS NEED TO BE COVERED. TRAFFIC CONTROL PLANS WILL BE UPDATED ON AS NEEDED BASIS.

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	MESSAGE BOARD		LIGHT PLANT
	TYPE 3 BARRICADE		42" REFLECTIVE CONE
	DIAMOND GRADE REFLECTIVE SIGN		PORTABLE SIGN STAND

Project Name

VICTORY LOGISTICS / INNOVATION DR IMP.

Project Location

NEVADA PACIFIC PKWY @ DUFFY RD

ATSSA NUMBER

165414

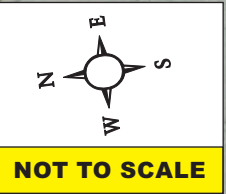
3 OF 4

Date

3-19-26

Prepared By

JERED DAVIDSON



END
WORK ZONE

400FT

DUFFY RD



400FT



125FT
SHIFT

TRAFFIC CONTROL WILL
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Q&D CONSTRUCTION
est. 1964

Project Name
VICTORY LOGISTICS / INNOVATION DR IMP.

Project Location
NEVADA PACIFIC PKWY @ DUFFY RD

ATSSA NUMBER
165414 4 OF 4 3-19-26

Prepared By
JERED DAVIDSON

LEGEND



ARROW BOARD



BEACON LIGHT



MESSAGE BOARD



TYPE 3 BARRICADE



DIAMOND GRADE
REFLECTIVE SIGN



42" REFLECTIVE DRUM



WORKZONE



LIGHT PLANT



42" REFLECTIVE CONE



PORTABLE SIGN STAND

Jered Davidson
Traffic Control Supervisor
ATSSA #00165414

[Signature]

**VARIABLE
MESSAGE
BOARD**

PLACEMENT WILL BE
DETERMINED BY
RESIDENT ENGINEER
OR AUTHORIZED
REPRESENTATIVE

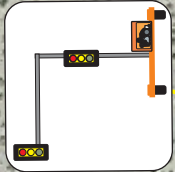
PAGE 2



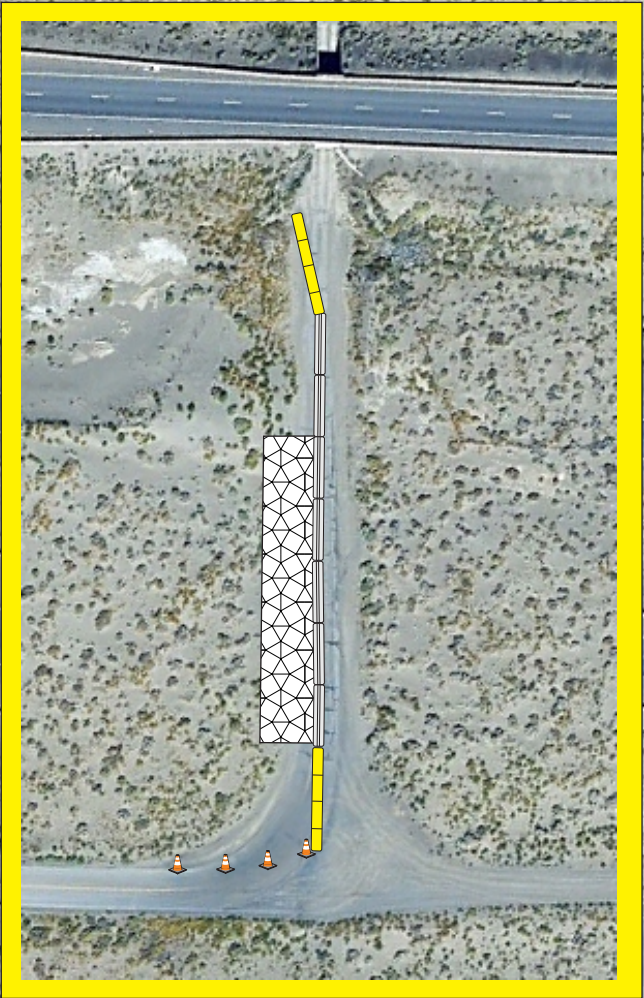
TRAFFIC CONTROL WILL MEET MUTCD MINIMUM STANDARDS & NDOT STANDARDS 2024 EDITION. ALL TRAFFIC CONTROL DEVICES AND SIGNAGE MAY BE FIELD ADJUSTED WITH APPROVAL OF THE ENGINEER OR AUTHORIZED REPRESENTATIVE. ALL EXISTING SIGNS CONFLICTING WITH CONSTRUCTION SIGNS NEED TO BE COVERED. TRAFFIC CONTROL PLANS WILL BE UPDATED ON AS NEEDED BASIS.

VARIABLE MESSAGE BOARD
PLACEMENT WILL BE DETERMINED BY RESIDENT ENGINEER OR AUTHORIZED REPRESENTATIVE

SEE PAGE 2



STOP
HERE ON
RED



END
WORK ZONE

POSTED SPEED LIMIT

SPEED
LIMIT
35

8" TEMP STOP BAR



DUFFY RD

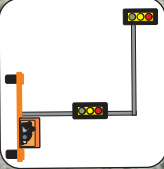
400FT

400FT

400FT



STOP
HERE ON
RED



Jered Davidson
Traffic Control Supervisor
ATSSA #00165414

LEGEND			
	ARROW BOARD		42" REFLECTIVE DRUM
	BEACON LIGHT		WORKZONE
	MESSAGE BOARD		LIGHT PLANT
	TYPE 3 BARRICADE		42" REFLECTIVE CONE
	DIAMOND GRADE REFLECTIVE SIGN		PORTABLE SIGN STAND



Q&D CONSTRUCTION
est. 1964

Project Name
VICTORY LOGISTICS / DUFFY RD.

Project Location
DUFFY RD

ATSSA NUMBER
165414

Prepared By
JERED DAVIDSON

Job Number

Date
3-19-26

1 OF 2





Q&D CONSTRUCTION
est. 1964

Project Name	VICTORY LOGISTICS / DUFFY RD.		
Project Location	DUFFY RD	Job Number	
ATSSA NUMBER	165414	2 OF 2	3-19-26
Prepared By	JERED DAVIDSON		

LEGEND	
	ARROW BOARD
	BEACON LIGHT
	MESSAGE BOARD
	TYPE 3 BARRICADE
	DIAMOND GRADE REFLECTIVE SIGN
	42" REFLECTIVE DRUM
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VARIABLE MESSAGE BOARD

PLACEMENT WILL BE DETERMINED BY RESIDENT ENGINEER OR AUTHORIZED REPRESENTATIVE

Jered Davidson
Traffic Control Supervisor
ATSSA #00165414





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 15, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Treston Rodriguez

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/a

ACTION REQUESTED: Ordinance

Resolution

Motion

AGENDA ITEM:

(For Possible Action) Discussion and possible action to approve Resolution #26-002 and Bill #381 associated with MPA26001 and ZMA26001, concurrent requests from M4 Victory Power QOZB, LLC for parcel 021-031-13 containing approximately 109.06 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 adjusting the master plan land use designation from GR (General Rural) to I (Industrial) and rezoning the property from GR20 (General Rural, 20-acre minimum) to I (Industrial).

AGENDA ITEM BRIEF:

An application to adjust the master plan land use designation and zoning district for parcel 021-031-13, recently annexed to the City of Fernley through a voluntary petition by the property owner.

The Planning Commission held a public hearing on March 11, 2026, and voted 7-0 to recommend approval of the Zoning Map Amendment and Master Plan Amendment.

RECOMMENDED MOTION:

“Based on the analysis presented in the staff report, I move to approve Resolution #26-002 and Bill #381 associated with MPA26001 and ZMA26001 adjusting the master plan land use designation for parcel 021-031-13 from General Rural to Industrial and rezoning the property from General Rural, 20-acre minimum to Industrial.”

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

"Based on public testimony and based on the facts of the case, I move to deny Resolution #26-002 and Bill #381 associated with MPA26001 and ZMA26001 because I am unable to make the following required finding(s): *(State applicable finding and supporting rationale—repeat for each applicable finding).*"

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: Comprehensive Master Plan Amendment

The adoption of the master plan must be by resolution of the Planning Commission, carried by the affirmative votes of not less than two-thirds of the total membership of the committee. In order to adopt an amendment to the master plan, the Planning Commission shall find that a change is justified based on the following findings.

1. The master plan amendment would implement the goals listed within the City of Fernley Master Plan as listed in the staff report.

The proposed Master Plan Amendment facilitates the related Zoning Map Amendment. Taken together, the change implements the following goals and policies from the City's Master Plan.

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

Abutting the subject property along the southern property line, the Victory Logistics District Planned Development has been conditioned to provide robust utility and public roadway infrastructure within its boundaries. The Victory Logistics developers are currently in the process of obtaining City and state approval for utility infrastructure improvements. These water main, sewer main, and roadway extensions will efficiently provide service to the subject site when development is proposed. Located within City limits and within the established service areas for public services, the site is not anticipated to result in significant impacts to operations in order to receive service from applicable providers.

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

Although the final development plans for the site are unknown at this time, it is anticipated that a use aligning with the Industrial zoning district is most likely to be proposed. Thus, by approving the proposed adjustment to the Master Plan land use category and zoning district, the City ensures that the development will be consistent with the Master Plan and with district dimensional and development standards.

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

The triangular site abuts a spectrum of land use designations, zoning districts, and authority-having jurisdictions. To the immediate south, the Victory Logistics District's V-I industrial zoning district and underlying industrial land use designation adjoin the site. To the east, Bureau of Reclamation lands devoted to a wildlife management area and zoned GR20 (General Rural, 20-acre minimum) with a land use designation of OSP (Open Space and Parks) are present. Interstate 80 bounds the site along the third property line to the northwest. The proposed industrial land use designation and industrial zoning district are compatible with these surrounding master plan land uses as a complement to the industrial zoning within the adjacent planned development, and as an appropriate district placement at the periphery of the developed community where impacts are less likely to be felt by Fernley's citizens.

2. The master plan amendment would be compatible with surrounding land uses.

The requested Master Plan Amendment adjusting the site's land use designation to Industrial is compatible with the surrounding established or future land uses as well as with the surrounding Master Plan land use designations. Predominantly vacant at this time, the Victory Logistics District's V-I industrial zone is contemplated for a range of industrial uses similar to those allowed by the City's land use table—these uses would be inherently compatible with one another. The Victory Logistics District's underlying Master Plan land use designation is also Industrial and is compatible with the requested amendment.

To the east, the Fernley Wildlife Management Area's underlying land use designation of Open Space and Parks is, per the Comprehensive Plan, compatible with all other land use designations and zoning districts. Additionally, the wildlife management area's passive and active recreation use is unlikely to be negatively impacted by industrial uses proposed on the subject site when properly conditioned.

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

Public notice was given, and public hearings were held in accordance with the requirements of Nevada Revised Statutes and the Fernley Development Code. Public notice was provided via legal advertisement published in the Reno-Gazette Journal on February 23, 2026. The Planning Commission held a public hearing on March 11, 2026, and voted 7–0 to recommend approval of the Master Plan Amendment.

Analysis: Zoning Map Amendment

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

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

The 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.

2. 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.

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

Fernley Development Code and Nevada Revised Statutes. Public notice was provided via legal advertisement published in the Reno-Gazette Journal on February 21, 2026. Mailed notice was provided to surrounding property owners in accordance with FMC 32.03 and Nevada Revised Statutes. The Planning Commission held a public hearing on March 11, 2026, and voted 7–0 to recommend approval of the Zoning Map Amendment. Additional public notice was provided, and a public hearing is scheduled for the City Council on April 15, 2026.

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. Exhibit 1 - Resolution 26-002
2. Exhibit 2 - Bill 381
3. Exhibit 3 - Land Use & Zoning Maps
4. Exhibit 4 - Applicant Narrative & Fiscal Impact Analysis

CITY OF FERNLEY
RESOLUTION # 26-002

A RESOLUTION OF THE CITY OF FERNLEY FOR A COMPREHENSIVE MASTER PLAN AMENDMENT ASSOCIATED WITH CASE NUMBER MPA26001, TO ADJUST THE MASTER PLAN LAND USE FOR PARCEL 021-031-13 LOCATED EAST OF INTERSTATE 80, WEST OF FERNLEY SINK LAKE, NORTHEAST OF DUFFY ROAD, AND NORTH OF THE VICTORY LOGISTICS PLANNED DEVELOPMENT FROM GENERAL RURAL TO INDUSTRIAL.

WHEREAS, the Comprehensive Master Plan was adopted by Resolution of the Planning Commission on August 8th, 2018, and by the City Council on August 15th, 2018; and

WHEREAS Nevada Revised Statutes chapter 278.210 specifies that master plans or any amendments, including zoning map and text amendments must be adopted by resolution of the Planning Commission and City Council;

WHEREAS the Planning Commission held a public hearing on March 11th, 2026 and the City Council heard this item on April 15th, 2026; and

WHEREAS the proposed Master Plan Amendment would implement Goals LU.1.1, LU.1.2, and LU.1.4 of the City of Fernley Comprehensive Master Plan.

NOW, THEREFORE, BE IT RESOLVED, that based on the discussion and findings provided in the staff report and/or testimony presented at the March 11th, 2026 Planning Commission and the April 15th, 2026 City Council meetings, that the proposed Master Plan Amendment be adopted as part of the City of Fernley's comprehensive master plan; and

BE IT FURTHER RESOLVED that the Fernley Planning Commission approves and recommends that the City Council certify this Master Plan Amendment as part of the Fernley Comprehensive Plan.

RESOLUTION PASSED this 11th day of March 2026, by the following vote of the Fernley Planning Commission:

AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0

By: _____

Date: _____

Tessa Garvin, Chairwoman

Attest By: _____

Date: _____

Sandy Harris, Deputy City Clerk

RESOLUTION CERTIFIED this 15th day of April 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: _____

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 ±109.06-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 same 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:

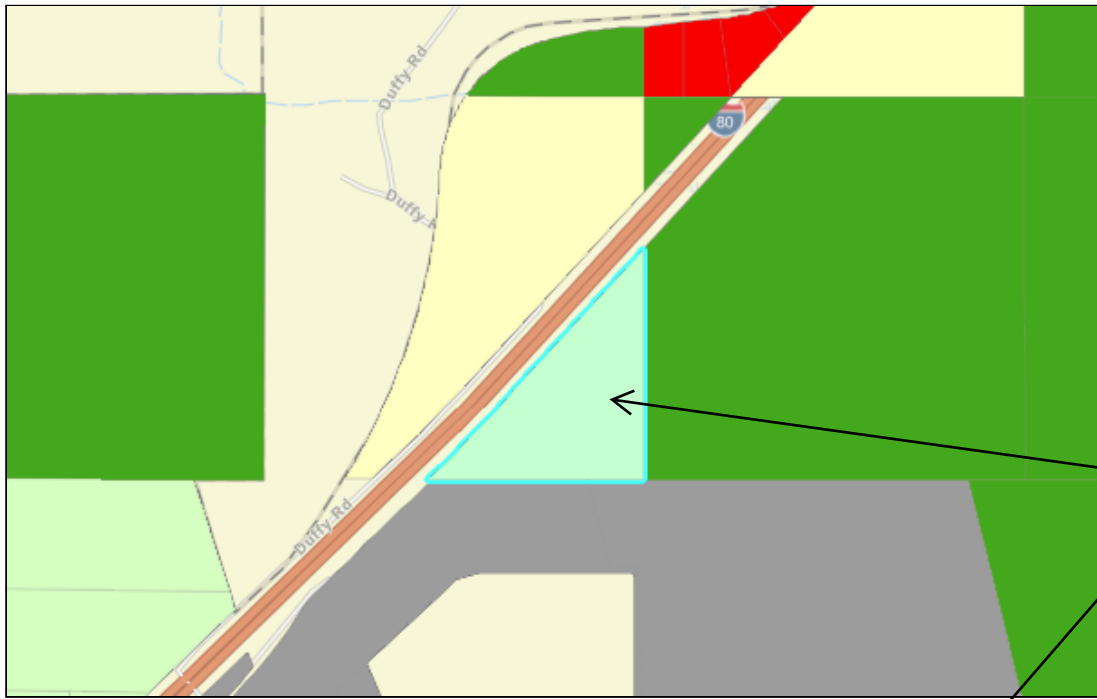
Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

FERNLEY CITY COUNCIL

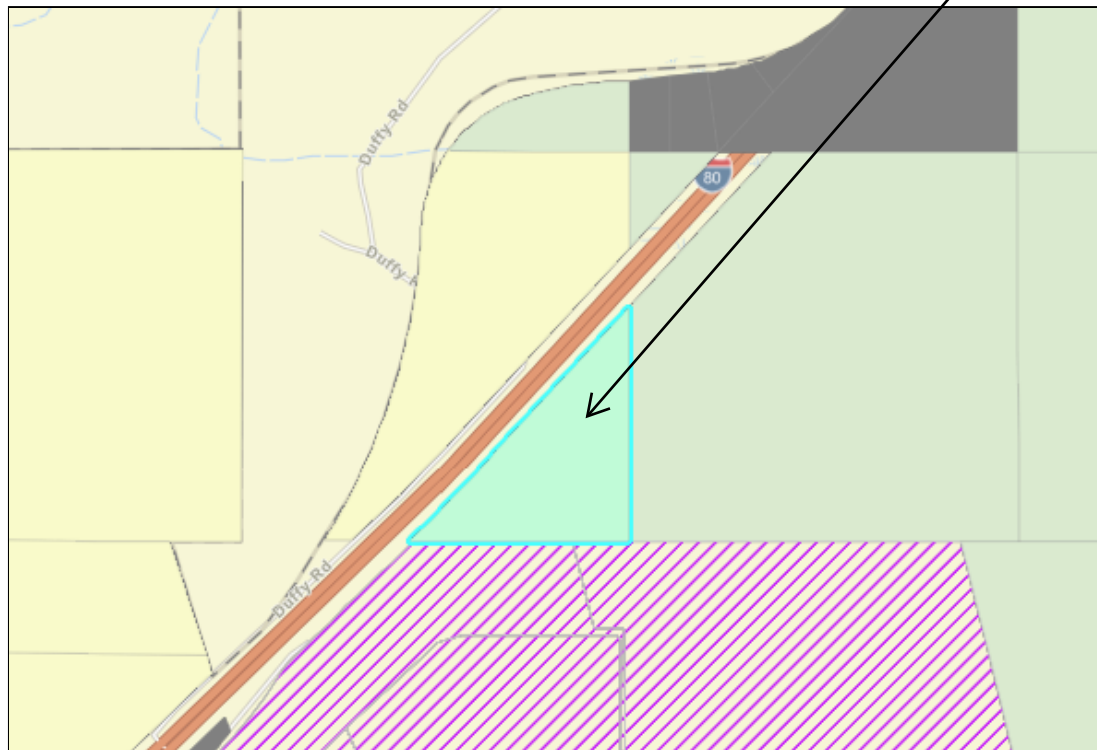
By: _____ Date: _____
Neal E. McIntyre, Mayor

Attest By: _____ Date: _____

Kimberly Swanson, City Clerk



Project Site
MPA26001
ZMA26001
Master Plan Land Use after annexation: GR
Zoning District after annexation: GR20



M4 Victory Power Parcel

Master Plan Amendment & Zoning Map Amendment

Prepared for:

M4 Victory Power QOZB, LLC

1740 N. Nevada Pacific Parkway, Suite 100

Fernley, NV 89408

Prepared by:

Bowman

January 13, 2026

Updated: February 17, 2026

Job Number: 420016-01-001

MARK IV POWER PARCEL
MASTER PLAN AMENDMENT & ZONING MAP AMENDMENT
UPDATED PROJECT NARRATIVE

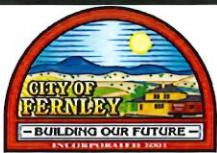
Table of Contents

Master Application Form, Signed Letter of Authorization, MPA and ZMA Checklist
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Attachments

- Fiscal Impact Analysis
- Stamped Legal Description & Boundary Map
- Site Map/ALTA Survey
- Vicinity Map
- Proof of Property Tax Payment



Planning Department
595 Silver Lace Blvd, Fernley, NV 89408
Development Application

APPLICATIONS, PLANS, AND/OR SUPPORTING DOCUMENTATION THAT ARE INCOMPLETE OR ILLEGIBLE WILL NOT BE ACCEPTED.

Please complete all sections that apply to you and/or your project. Various applications are only accepted on the application deadline dates. Please call before you submit to verify that someone will be available to assist you at (775) 784-9810.

☐ ADMINISTRATIVE REVIEW(AR)	☐ APPEAL (APP)
☐ ANNEXATION(ANX)	☐ PLANNED DEVELOPMENT (PD)
☐ CONDITIONAL USE PERMIT(CUP)	☐ DEVELOPMENT AGREEMENT (DA)
☐ MAJOR DEVIATION(MJD)	☐ TEMPORARY USE PERMIT (TUP)
☒ MASTER PLAN AMENDMENT.....(MPA)	☐ VARIANCE(VAR)
☐ MINOR DEVIATION(MND)	☐ REASONABLE ACCOMMODATION(RAD)
☒ ZONING MAP AMENDMENT.....(ZMA)	☐ OTHER: _____

Applicant's Name M4 Victory QOZB, LLC, Attn: N.E. Rick Nelson	Signature <i>N E Rick Nelson</i>	Primary Contact? ☒
---	-------------------------------------	---

Company Name: M4 VICTORY QOZB LLC C/O MARK IV CAPITAL- ROBERT CASEY, GENERAL COUNSEL

Address: 4450 MACARTHUR BLVD 2ND FLR

City: Newport Beach State: CA Zip Code: 92660 Email: renelson@markiv.com

Phone No.: 775-737-0532 Cell No.: 775-335-5821 Fax No.:

Property Owners Name M4 VICTORY POWER QOZB, LLC	Primary Contact? ☒
---	---

Company Name: Mark IV Capital

Address: 4450 Macarthur Blvd., 2nd Floor

City: Newport Beach State: CA Zip Code 92660 Email: renelson@markiv.com

Phone No.: 775-737-0532 Cell No.: 775-335-5821 Fax No.:

Engineer / Representative R. David Snelgrove, AICP	Primary Contact? Yes
--	--------------------------------

Company Name: Bowman Consulting Group, Ltd.

Address: 1150 Corporate Blvd

City: Reno State: NV Zip Code 89502 Email: dsnelgrove@bowman.com

Phone No.: (775)856-7073 Cell No.: (775)737-8910 Fax No.:

Brief Project Type/Description (Attach Detailed Project Type / Description):

Proposed is a Master Plan Amendment and Zoning Map Amendment to 107.87+/- acre parcel, located at the NE corner of the Victory Logistics District Planned Development Areas. The requested Master Plan Designation is Industrial and the requested zoning designation is Industrial (I)

Subdivision/Project Name And/Or Phase: Victory Logistics

Project Location (Street Address): 0 US 80

Assessor's Parcel Number(s): 021-031-13

Current Zoning: GR20 Comprehensive Plan Land Use Designation RR

Total Project Acreage: 107.87+/- AC	% Commercial:	CITY UTILITIES	
Number of Parcels Proposed: 1	% Open Space:	Water: ☐ Currently Served ☒ Proposed	Sewer ☐ Currently Served ☒ Proposed

Previous Applications For This Site? ☒ Yes ☐ No
List Previous Application No(s) And Names: **ANX25001**

2009 Flood Zone Designation: ☐ A ☐ AE ☐ AH ☐ AO ZONE X FEMA Map No.: 32019C0050E

Application Filing Date:	Office Use Only	Application Fee:
Application No.:	Development Review Meeting	Outsource Fee:
Application Intake By:	Date:	Noticing Fee:
Planner:	Time:	Total Due:

LETTER OF AUTHORIZATION

This letter shall serve to notify and verify the I/we am/are the legal owner(s) of the property being considered under this application and do hereby authorize the above representative to file and represent my/our interest in this application.

I/we am/are the legal owner(s) of said property; have read the foregoing "Letter of Authorization" and know the contents thereof; and so hereby certify (or declare) under penalty of perjury under the laws of the State of Nevada that the information contained in this application is true and correct.

OWNER(S) OF RECORD: *(Include all signatures-provide extra sheets if necessary)*

M4 VICTORY POWER QOZB LLC, N.E. Rick Nelson

(Print Name)


(Signature)

1-5-2026
(Date)

(Print Name)

(Signature)

(Date)

I certify under penalty of perjury that I am the applicant and that the foregoing statements and answers contained herein and the information herein submitted, are in all respects true and correct. I grant permission to City staff and officials to enter the property to conduct inspections/site visits necessary for the review of the project. I also certify that all plans and submittal requirements are in accordance with the Nevada Revised Statutes and City Code, have been drawn to a standard engineering scale (e.g. 1"=20', 1"=50', 1"=100') or architectural scale (e.g. 1/4"=1', 1/8"=1') that is appropriate to the project size, and clearly define and identify all of the required information.

APPLICANT:

M4 VICTORY POWER QOZB LLC, N.E. Rick Nelson

(Print Name)


(Signature)

1-5-2026
(Date)

APPLICANT'S ENGINEER/REPRESENTATIVE:

R David Snelgrove, AICP c/o Bowman Consulting Group, Ltd.

(Print Name)


(Signature)

1/13/2026
(Date)

City of Fernley Development Code, Section 32.03.030, Common Review Procedures: The City will not process incomplete applications. Review for completeness of application forms is solely to determine whether preliminary information required for submission with the application is sufficient to allow further processing. A determination of completeness shall not constitute a decision as to whether an application complies with the City's Development Code.

Note: Development review meetings are preliminary nature and comments expressed by staff should not be construed as being Conditions of Approval for any project application.

MASTER PLAN AMENDMENT

APPLICATION CHECKLIST

City of Fernley, Nevada

The following items shall be submitted as a part of the Master Plan Amendment application:

- X 1. **Pre-application meeting completed.**
- X 2. **Application Fee:** The application fee is due at the time of the application submittal. See **FEE SCHEDULE** for correct amount. Application fee may be made in the form of a check or money order payable to “City of Fernley”, by e-check (no fee) or by Visa/Mastercard/Discover (4% fee). **Pre-Paid by Applicant via ACH**
- X 3. **Proof of Ownership: Must be original signatures or the application may be rejected.** If the person signing the owner’s affidavit is not listed as the property owner in the most recent records of the Lyon County Assessor, proof of ownership acceptable to the administrator must be submitted with the application. If the signer is an agent of the owner, written documentation of that fact acceptable to the administrator must be submitted. If in Corporate ownership, a list of all Corporate Officers must be provided.
- X 4. **Review Packet: One (1) digital copy containing the following:**
 - X a. Completed DEVELOPMENT APPLICATION form.
 - X b. NRS Time Waiver Agreement.
 - X c. A written description of the proposed Master Plan Amendment request including a list of the goals and policies from the City of Fernley Master Plan which support the proposed Master Plan Amendment.
 - X d. Dimensioned site plan, showing existing site conditions, pictures of existing buildings, and any additional information that would be helpful to illustrate the existing use of the site. All plans shall be drawn to standard architectural or engineering scale and shall include a north arrow. Do not include a site plan for future development.
 - X e. Vicinity Map depicting the existing and proposed land use designation of the respective site including surrounding roadways and the land use designations of the surrounding properties.
 - X f. If the site is greater than 5 acres, the following application submittal information is required:
 - (1) Report addressing impacts on existing and planned facilities and infrastructure;
 - (2) Report addressing impacts on existing and planned public services;
 - (3) Written narrative on the proposed land use in relationship to existing land uses; and
 - (4) Provide a fiscal impact analysis for public service providers for the proposed land use change.
 - NA g. Miscellaneous, as requested, and all required items as outlined in Appendix A of the City of Fernley’s Development Code. **No Miscellaneous items requested by staff at pre-app meeting**
 - X h. Property Tax Receipt.
 - X i. Include Appendix A items (See FMC Title 32 – Development Code – Appendix A).

NOTE: Applications filed under Chapter 32.03 of the City of Fernley’s Development Code must include the information required by Appendix A of the same code and is not complete until all required items are submitted. The development review team may request that additional application materials be submitted depending on the specific project request. The application materials required above shall serve as the minimum requirements necessary to make application submittal to the Planning Department.

ZONING MAP AMENDMENT

APPLICATION CHECKLIST

City of Fernley, Nevada

The following items shall be submitted as a part of the Zoning Map Amendment application:

- Pre-Paid by Applicant via ACH**
- X 1. **Application Fee:** The application fee is due at the time of the application submittal. See **FEE SCHEDULE** for correct amount. Application fee may be made in the form of a check or money order payable to "City of Fernley", by e-check (no fee) or by Visa/Mastercard/Discover (4% fee).
 - X 2. **Proof of Ownership: Must be original signatures or the application may be rejected.** If the person signing the owner's affidavit is not listed as the property owner in the most recent records of the Lyon County Assessor, proof of ownership acceptable to the administrator must be submitted with the application. If the signer is an agent of the owner, written documentation of that fact acceptable to the administrator must be submitted. If in Corporate ownership, a list of all Corporate Officers must be provided.
 - X 3. **Review Packet: One (1) digital copy containing the following:**
 - X a. Completed DEVELOPMENT APPLICATION form.
 - X b. NRS Time Waiver Agreement.
 - X c. A written description of the Zoning Map Amendment request including a list of the goals and policies from the City of Fernley Master Plan which support the proposed Zoning Map Amendment.
 - X d. Vicinity Map depicting the existing and proposed zoning designation of the respective site including surrounding roadways and the zoning designations of the surrounding properties the respective site and including surrounding roadways.
 - X e. A wet stamped legal description and boundary map of the subject property (8½" x 11" with 1" margins).
 - X f. Dimensioned site plan, showing existing site conditions, and any additional information that would be helpful to illustrate the existing use of the site. All plans shall be drawn to standard architectural or engineering scale and shall include a north arrow. Do not include a site plan showing future proposed uses or development.
 - X g. Property Tax Receipt.
 - NA h. Miscellaneous items as requested. **None identified by staff at pre-app meeting**
 - X i. Include Appendix A items (See FMC Title 32 – Development Code – Appendix A).

NOTE: Applications filed under Chapter 32.03 of the City of Fernley's Development Code must include the information required by Appendix A of the same code and is not complete until all required items are submitted. The Planning Department or other reviewing departments or agencies may request that additional application materials be submitted depending on the specific project request. The application materials required above shall serve as the minimum requirements necessary to make application submittal to the City of Fernley Planning Department.



Planning Department

Permits
Planning
Development Review
Sustainability

NRS 278 TIME WAIVER AGREEMENT

Please choose one of the options below.

Option 1:

I, the property owner or representative for the application(s) referenced below, **agree** to waive any mandatory timelines outlined in Chapter 278 of the NRS. In exchange, the City of Fernley agrees to process the application(s) as quickly as is possible with limited staff, outside consultant delays, and a large number of projects.

Owner/Representative Printed Name

Owner/Representative Signature

Date

Option 2:

I, the property owner or representative for the application(s) referenced below, **do not agree** to waive any mandatory timelines outlined in Chapter 278 of the NRS. I understand that this may result in a negative outcome due to the inability to fully review the project due to limited staff, outside consultant delays, and a large number of projects.

R. David Snelgrove

Owner/Representative Printed Name

Owner/Representative Signature

1/13/2026

Date

Application #(s)

Date of Submittal

VIEW TRANSACTION

Receipt for fees paid for submittal of
Master Plan Amendment and
Zoning Map Amendment

Transaction Date 01/12/2026

Account City Of Fernley - Operating - *****2988

Transaction Type ACH Credit Received

Credit/Debit Credit

Amount \$ 8,280.00

Bank Reference 1101001925

Customer Reference 1930306

Description MARKCAPITAL 4841960514VENDORPAY CTX49170766 0001CITY OF FERNLEYREF #
026012001930306 RMR*IV*011326**8280.00*8280.00*0.00\DTM*003*260106\

**Written Description of MPA & ZMA Request
and Legal Findings Review**

MARK IV POWER PARCEL
MASTER PLAN AMENDMENT & ZONING MAP AMENDMENT
UPDATED PROJECT NARRATIVE

Project Overview

Proposed is a request for a Master Plan Amendment and Zoning Map Amendment of a recently annexed 107.87+/- acre parcel, located at the NE corner of the Victory Logistics District (Victory) Planned Development Area. It is anticipated that the future use on the parcel will be future facilities necessary to meet the energy demands within Victory. However, the application request is made for Industrial master plan and zoning designation, like the designation that exists within the adjacent Victory Logistics District project area. As such multiple uses would be allowed, in addition to major and minor utilities.

This parcel was an "island" of Lyon County that could not realistically or economically obtain services or utilities from anywhere but the City of Fernley. The requests are the logical follow-up to the annexation (ANX25001) as the existing large lot residential zoning designation of GR-20 is not logical or practical in the site's location.

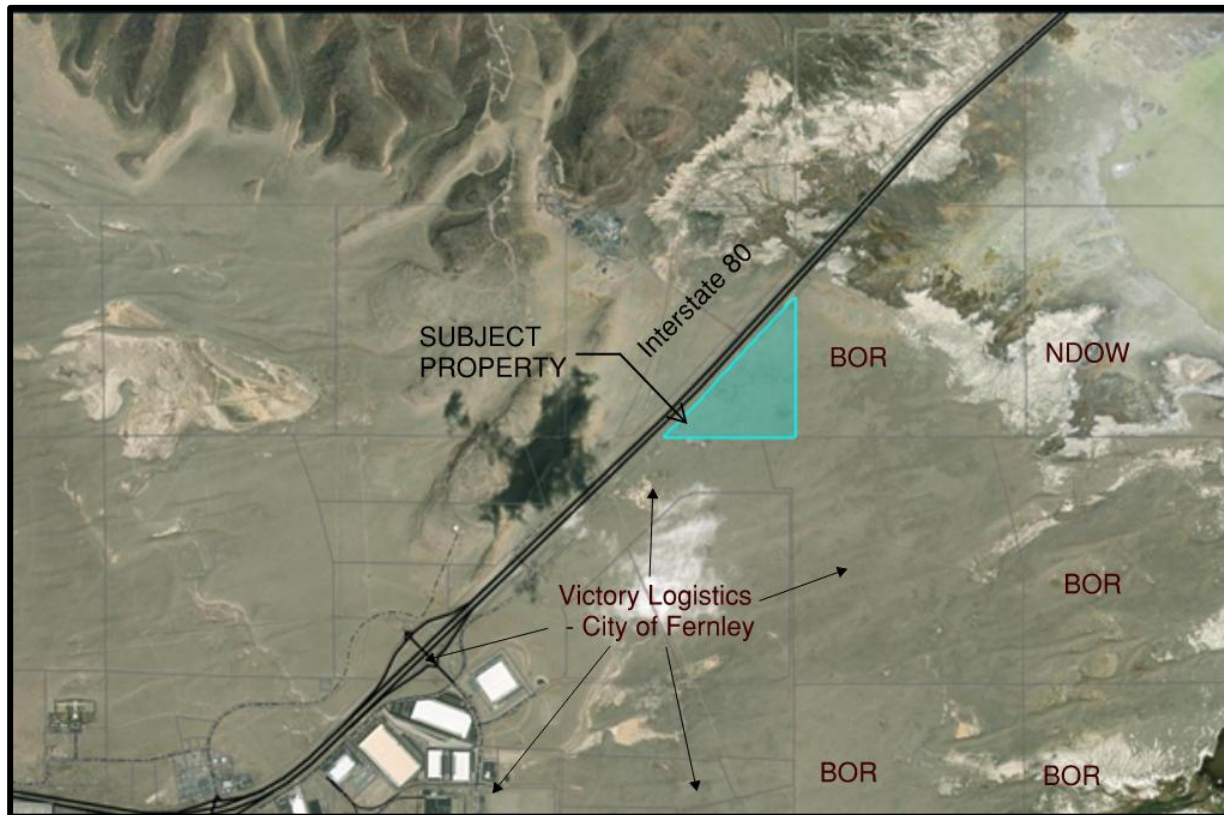
Property Location & Surroundings

The subject parcel is located at the NE corner of the Victory Planned Development area (outside of the PD area). This triangular parcel is bound by the Victory to the south, Interstate 80 to the Northwest and federal lands to the east. Utility, access and infrastructure ties from the northwest and east are not realistic options for this parcel and the only reasonable means of future service to the property is along the southern property line, where connection to Victory and the City of Fernley exists. The parcel is identified by Lyon Count as APN 021-031-13 and comprises 107.87+/- acres.

The nearest zoning that is not part of a federal highway or federal & state open space is the industrial zoning within Victory. As such, the industrial designation request for the master plan and zoning designation is logical.

A Vicinity map is provided on the following page showing the subject parcel and its relative location to Victory (within the City of Fernley) and to BOR and NDOW lands to the east that are not anticipated to generate any additional growth or development.

MARK IV POWER PARCEL
MASTER PLAN AMENDMENT & ZONING MAP AMENDMENT
UPDATED PROJECT NARRATIVE



Project Requests

It is requested that this subject parcel (APN 021-031-13), be allowed a Master Plan Land Use change from Rural Residential (RR) to Industrial (I) and for the zoning designation to reflect that master plan change, modifying the zoning from General Rural 20 (GR20) to Industrial (I).

Rationale for Request(s)

The requested amendments to the Master Plan and zoning on the subject property are based on the previously noted and intended use on the parcel. It was recognized within the annexation application (ANX25001) that "the intended future use of the parcel is to supply the facilities that will be necessary for increased energy demands from growth within Victory." However, with the change in the master plan and zoning, the property could be developed under the variety of allowed uses under the Industrial designation as identified in FMC 32.06.150.

MARK IV POWER PARCEL

MASTER PLAN AMENDMENT & ZONING MAP AMENDMENT

UPDATED PROJECT NARRATIVE

Discussion of Possible Use Type/Need – If an energy related project were to be proposed in the future on the site it would fall under the categorization of major or minor utility, and a conditional use permit would be required. As such there would be public review required for the ultimate project design. Further, if any plans change as to the optimal location for energy facilities, the industrial master plan and zoning designation would be the closest conforming designations to those contained within the Victory Logistics Planned Development area. As such, the request to move to industrial (I) zoning is consistent with the directly adjacent, developable and accessible master plan and zoning. Major and minor utilities are allowed use types within the Victory PD Handbook and would similarly be allowed on the subject property under the proposed designations.

Mark IV has been in regular discussion with NV Energy and more recent conversations have indicated that their timeframe for delivery of necessary power to within Victory has elongated to beyond 2034. This delayed service timeframe stagnates the economic development that Victory can bring.

Master Plan and Zoning Conformance

The subject property was originally master planned Rural Residential (RR) and zoned Rural Residential 5 (RR5). After the approval of the annexation (ANX25001), the zoning converted to the City of Fernley's Zoning Classification of GR20 per table 32.03.040-1 – Zoning Conversion Upon Annexation table in the Fernley Municipal Code.

Images of the Existing Master Plan and Existing Zoning of the subject property and surrounding area are provided below

Impacts on Planned Facilities and Infrastructure

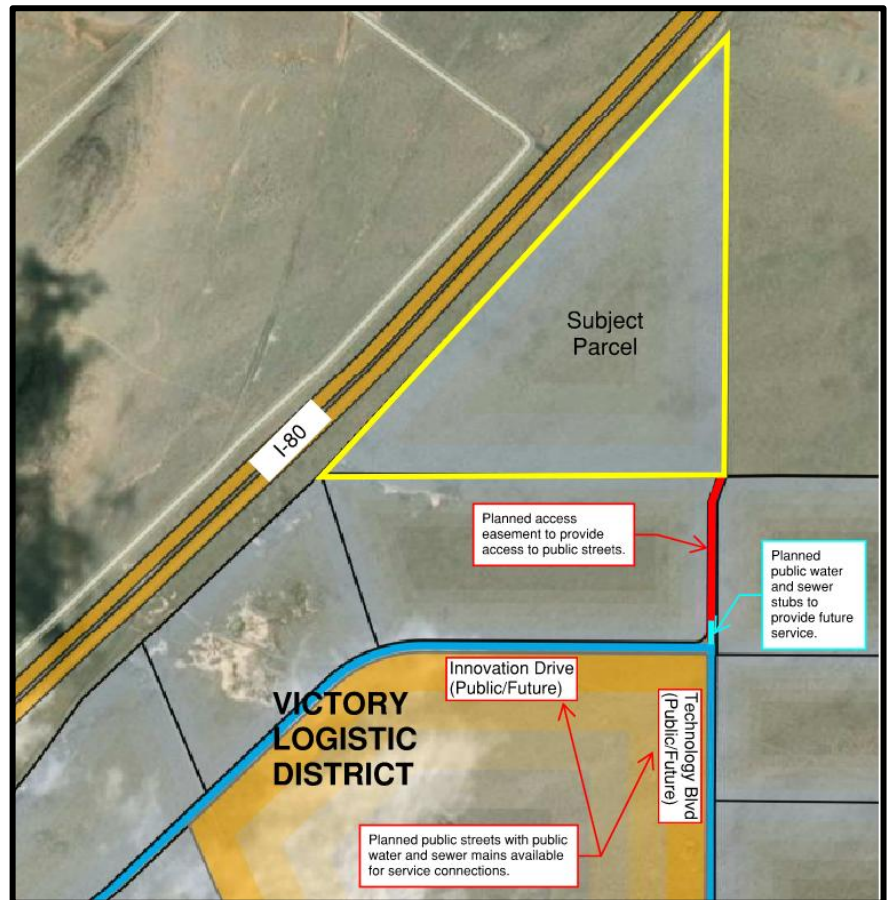
Water and sewer services are currently planned and in review with the City of Fernley on the Victory Logistics District property to the south of the subject parcel. Below is an exhibit that shows the location of the water and sewer lines and a planned access easement to the subject parcel. The utility lines within Victory will provide sufficient capacity to serve the subject parcel and will be routed within the roadway network of the Victory Logistics District. Connection to those lines is the only viable means of connection to water and sewer services as the property is adjacent to a federal highway to the north and Bureau of Reclamation land to the east.

MARK IV POWER PARCEL

MASTER PLAN AMENDMENT & ZONING MAP AMENDMENT

UPDATED PROJECT NARRATIVE

It is envisioned that the connection of utilities and vehicular access will be provided through a driveway or roadway extension to the southern property line off the subject parcel, sufficient to meet day-to-day access and emergency access needs. The exhibit to the right shows a possible connection point to accommodate for sewer, water, access and other connectivity needed for the future development of the subject parcel.



Sanitary Sewer

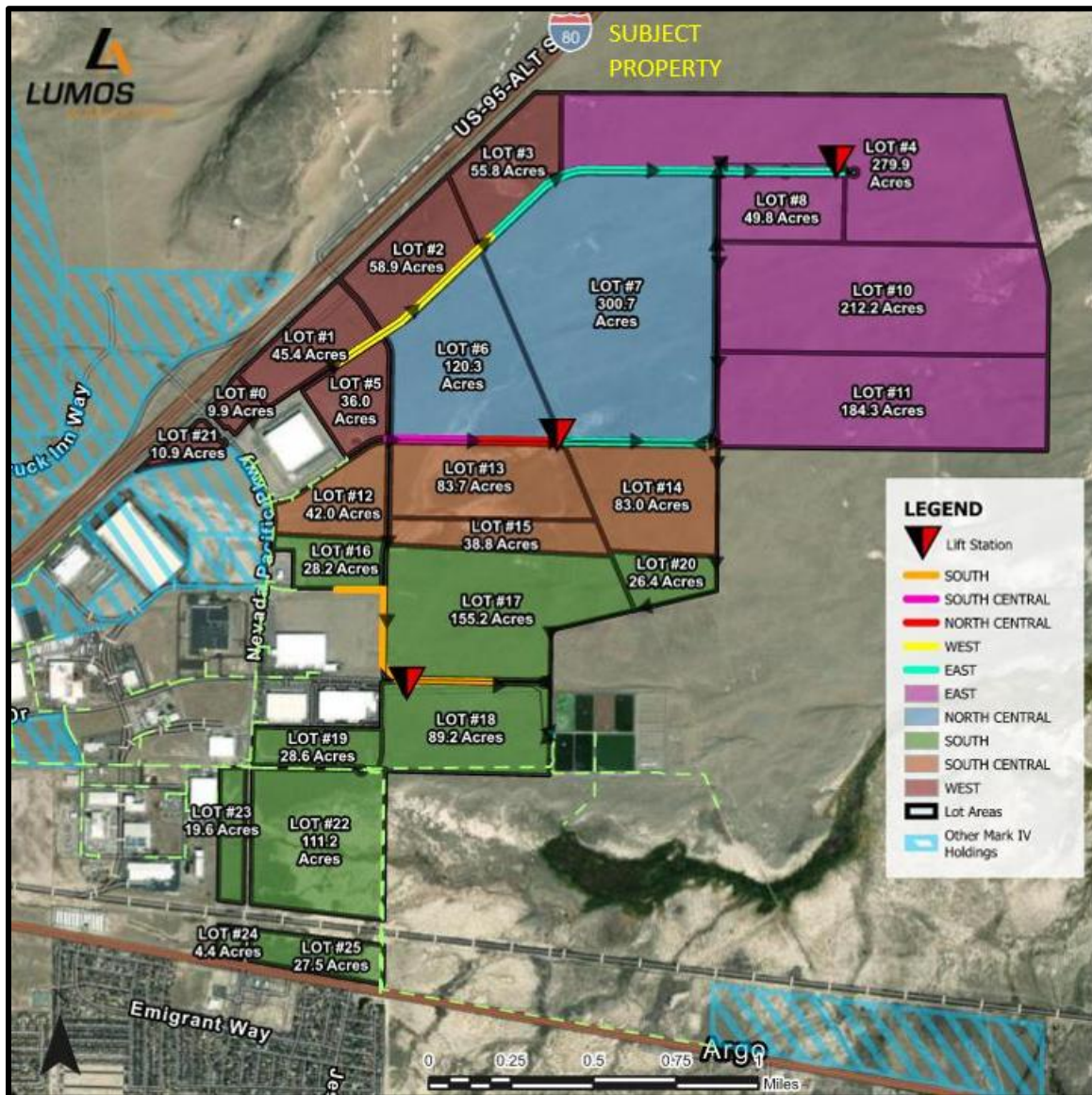
Sanitary sewer connection needs will be accommodated through the designed system within Victory. Following is an exhibit from the approved Victory PD Handbook showing the sewer main locations and identifying the subject property location.

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Victory Sewer Main Locations Exhibit from Approved PD Handbook



Sewer mains within Victory have been designed to range from 8" to 18" for gravity mains and 4" to 8" for force mains. The anticipated use types envisioned for the subject property are expected to have limited sewer contribution and could be easily handled within the designed system.

Water

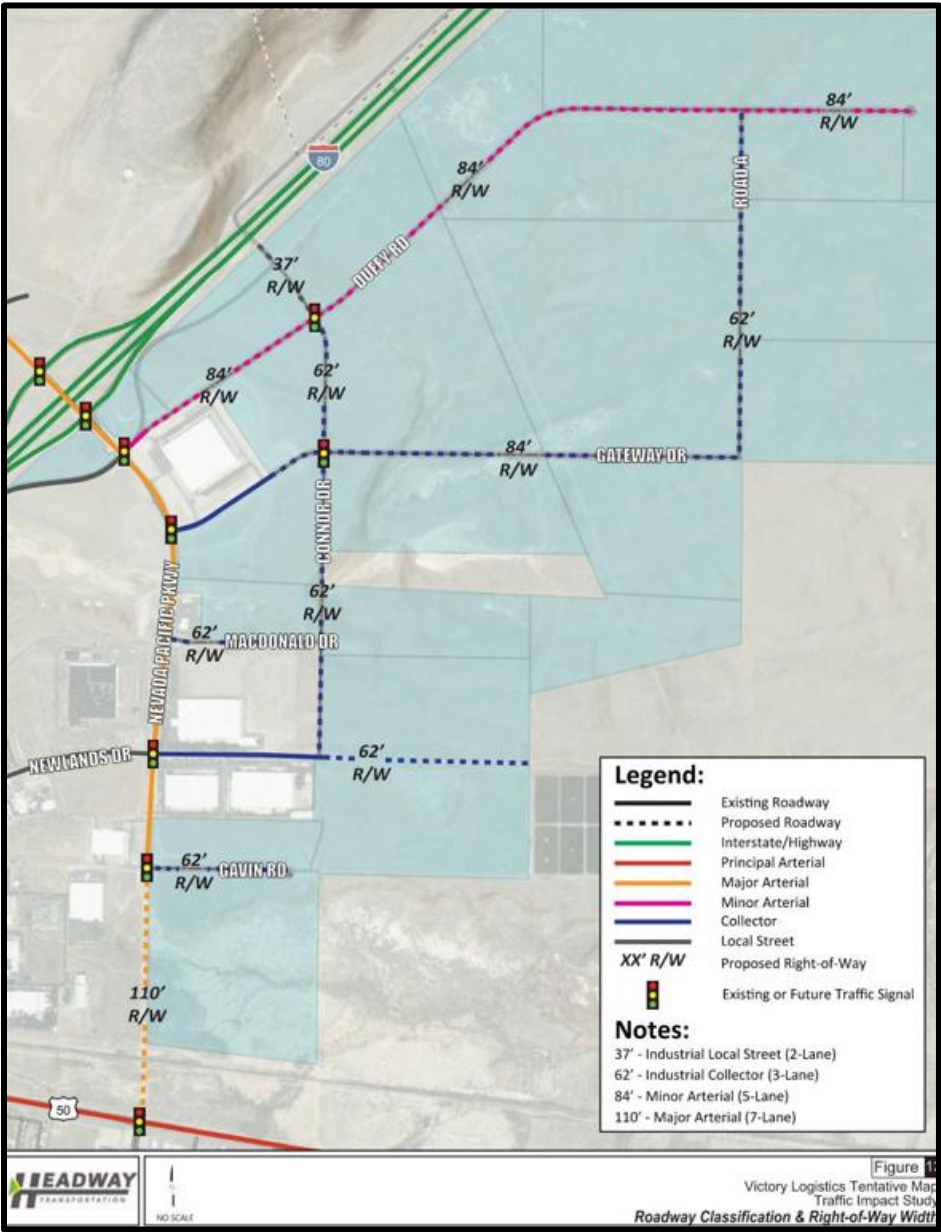
Similar to sanitary sewer, water connection needs will be accommodated through the designed system within Victory. Following is an exhibit from the approved Victory PD

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be easily absorbed into the overall available roadway capacity that will be constructed with Victory. Following is an exhibit from the approved Victory PD Handbook showing the backbone roadway network and rights-of-way for the street segments within Victory along with identifying the subject property location.



Impacts on Existing and Planned Public Services

Because there is no means of connectivity of the site other than from the south through Victory, any consideration for impacts on existing and planned public services will be solely from that direction. With the industrial nature of the site, there is no need for consideration of parks, schools and libraries as there is no direct correlation between industrial uses and the demand for such facilities. Consideration for existing and planned public services is limited to police/sheriff, fire and trails. Each of these (typical) public services is anticipated to be impacted marginally with future development of the subject property.

Police/Sheriff – The Lyon County Sheriff’s Office provides police protection and services to the City of Fernley. While not yet constructed, the service/jurisdiction of the LCSO already covers the subject property and Victory. With development of these areas, it is expected that there will be more calls for service than are currently experienced with the properties existing as vacant land. The approved growth of Victory will bring more regular and necessary LCSO presence to the area just south of the subject parcel. Once developed, the subject parcel and future facilities on the site are expected to necessitate only limited visits to the site due to the anticipated nature of the development that is envisioned.

Fire/North Lyon County Fire Protection District – The NLCFPD currently serves Fernley with one main station located at 195 E. Main Street in Fernley. Additionally, a volunteer station (Station 62) is currently operating at 1300 Red Rock Road. A new station is under development and is to be located on Duffy Road, between Lowes and Sherwin-Williams. It is expected that the new station would provide primary service to the Victory area and the subject parcel, due to proximity, once staffed by NLCFPD.

The subject parcel is less than 2.5 (straight-line) miles from the targeted new fire station site and within the acceptable service area for response. An aerial exhibit is provided below showing the approximate location of the new fire station.

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Any future development on the subject property will be required to meet all fire safety codes and requirements.

Trails— While parks, schools, and libraries are not demanded by industrial or commercial use types, trails and pedestrian paths for employees to walk during breaks or possibly use a bicycle or other pedestrian-level means of transportation to work would be expected to have some demand. Trails will be constructed concurrently with the backbone infrastructure within Victory, with the cost of construction borne by the developer of Victory.

Proposed Land Use Relationship to Existing Land Uses

The entire Victory Logistics Planned Development area has been designed and approved for industrial and appropriately located commercial use types. The proposed master plan and zoning map amendments, requesting the industrial designation on the subject parcel, are consistent with the directly adjacent land uses within Victory. Because the other surrounding existing and foreseen uses (freeway to the north/west and federal lands to the east containing the Fernley Wildlife Management Area) are not anticipated

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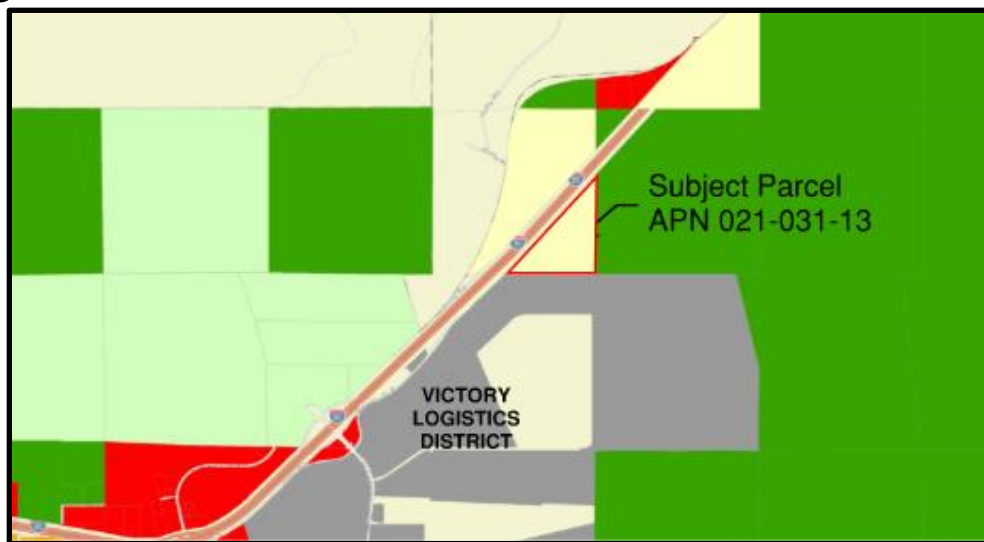
MASTER PLAN AMENDMENT & ZONING MAP AMENDMENT

UPDATED PROJECT NARRATIVE

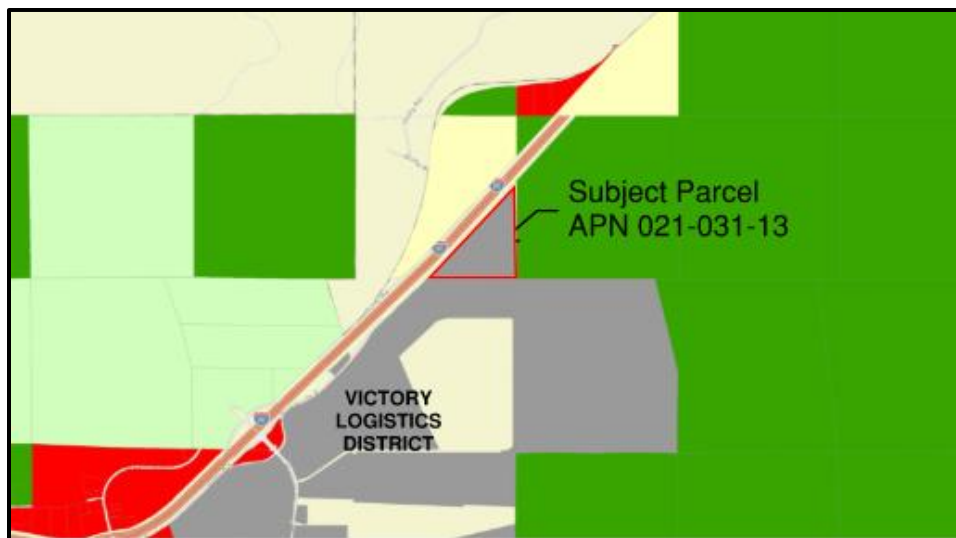
to change in the future, no specific conflict with these uses is foreseen with the future development of the subject parcel.

Given the above noted consistency in the proposed zoning designation on the subject property (Industrial) with the nearest, reasonable access and service tie and route, it is foreseen that the relationship between the subject parcel future development and Victory to be positive. Following are exhibits showing the existing and proposed master plan and zoning designations on the subject property.

Exisitng Master Plan Exhibit

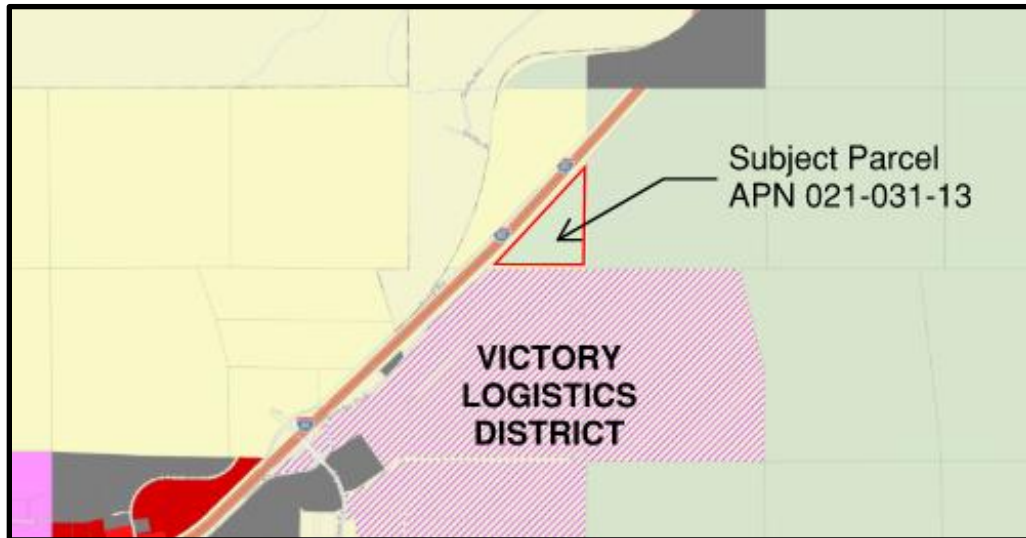


Proposed Master Plan Exhibit

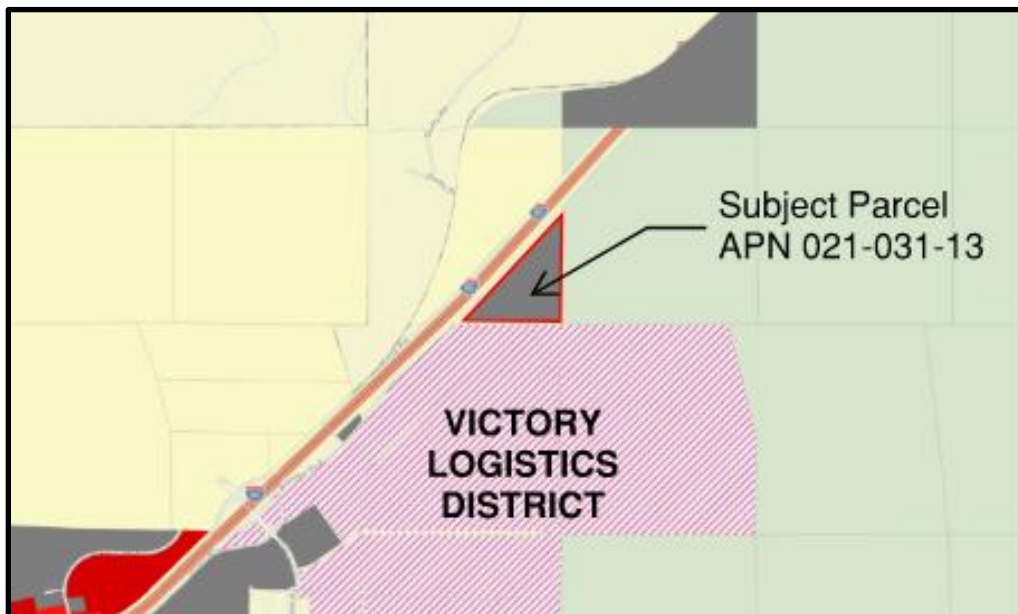


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Existing Zoning Exhibit



Proposed Zoning Exhibit



Fiscal Impact Analysis Summary

A Fiscal Impact Analysis has been prepared in association with this Master Plan Amendment and Zoning Map Amendment request. For the purposes of the fiscal analysis 2.1 MSF of was assumed to be the potential buildout square footage on the 107+ acre parcel. The analysis assumes the parcel is developed for industrial uses consistent with its proposed zoning to include 2.1 million square feet of general industrial building space, like what is allowed within Victory. It should be noted that development of energy related use types would likely bring a much higher fiscal benefit to the City of Fernley but the general nature of the requested action(s) necessitates a conservative review.

A full copy of the Fiscal Impact Analysis document is provided in the appendix of this application package. The summary of findings from this report is as follows:

For the purposes of the Fiscal Impact Analysis, development of the subject parcel is assumed to be completed over a two-year period between 2028 and 2029. Following is a summary of the analysis. A copy of the full analysis is provided following this Project Narrative.

- Development of the project site in the assumed land use is estimated to generate significant revenues for the City of Fernley's General Fund over the 20-year analysis period, totaling \$12.01million.
- The City of Fernley's costs associated with the project are estimated at \$37,000 over the analysis period, including costs associated with building and planning services and a General Fund contingency amount.
- Development of the project site is also expected to have a positive fiscal impact on the North Lyon County Fire Protection District with a 20-year revenue estimate of \$6.2million. It is expected that NLCFPD will experience some costs in association with service. Such costs are difficult to estimate but are not expected to exceed the revenue flow of an average of \$308,000 per year.

Legal Findings

Sec 32.03.040(b)(6) Findings for approval. To adopt an amendment to the master plan, the planning commission shall find that a change is justified based on the following:

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- a. The master plan amendment would implement the goals listed within the City of Fernley Master Plan, as listed in the staff report.

Response: The proposed amendment is consistent with the goals and policies related to industrial development in the City of Fernley Comprehensive Master Plan. The proposed amendment will provide for new development in areas where adequate public services and facilities can be provided efficiently. The goals and policies that are met by the requests are as follows:

HP.1.9 Ensure that applications to amend the Comprehensive Master Plan include an analysis of the impact the proposed amendment will have on the projected population and any corresponding impact on demand for public services and facilities.

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

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

LU.1.5 Promote infill development.

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

PSF.3.2 Ensure major utility lines, such as electric transmission or high pressure gas, are compatible with existing and future development.

PSF.3.11 Require large-scale developments to be within adequate fire service areas.

- b. The master plan amendment would be compatible with surrounding land uses.

Response: The requested master plan amendment is requested to bring the recently annexed property to better conformity with the adjacent, developable properties, primarily Victory.

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

Response: Public Notice for the public hearing for this MPA and ZMA request will be provided.

Per FMC 32.03.040(e)(6), A zoning map request must meet the following findings for approval:

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

Response – The requested zoning amendment is consistent with the surrounding area’s base zoning, and is in conformance with the comprehensive plan designation and state law.

The following land use policies from the Fernley Comprehensive Plan are met with the proposed zoning map amendment:

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

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

LU.1.5 Promote infill development.

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

PSF.3.2 Ensure major utility lines, such as electric transmission or high pressure gas, are compatible with existing and future development.

PSF.3.11 Require large-scale developments to be within adequate fire service areas.

LU.1.4.6 Review all projects in relation to their geographic location, impacts to adjacent communities, fiscal impact and mitigation measures to protect natural and

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cultural resources. Apply specific conditions of approval tailored for each development proposal.

A fiscal impact analysis for the request has been provided with this application. The subject parcel is directly adjacent to Victory Logistics District, and as such, it is anticipated to provide uses that will be complementary to the nearest neighboring use. As future development plans come into focus to meet the needs of Victory Logistics District any specific reports or analysis relative to natural and cultural resources can be provided.

LU.1.5.3 Development on the perimeter of Fernley is appropriate only where orderly extension of existing public services and facilities can occur.

Due to the cut off nature of the subject parcel and the adjacent land use and zoning of Industrial within the Victory Logistics District, the proposed amendments to the Master Plan and Zoning designations do represent an orderly extension of the city relative to public services and facilities through a reasonable extension of the city.

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

The rationale for the proposed amendments to the Master Plan and zoning designations on the property are in direct need for utility services to meet energy demands of the approved Victory Logistics District.

LU.1.12.2 Any land use entitlement applications for subdivision or intensification of land shall also be required to submit a fiscal impact analysis to the approval of the City Manager or their designee.

A Fiscal Impact Analysis has been submitted with this application.

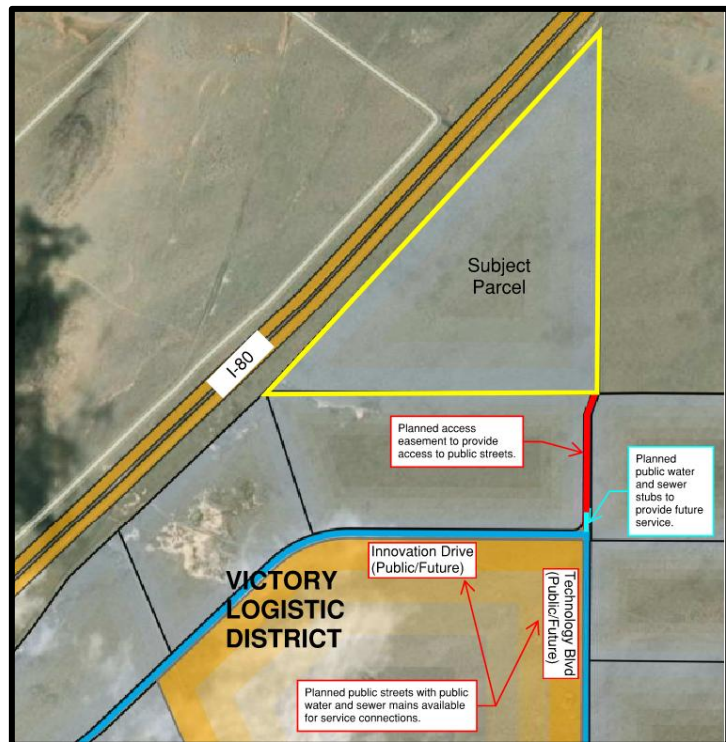
T.1.1.6 Require all new development to be consistent with the access right-of-way dedication and improvement standards as specified in the Public Works Design Manual and pursuant to the functional classification as defined in this chapter.

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It is anticipated that either an access road through an easement or a future public road connection to the parcel from the intersection of Technology Blvd. and Innovation Drive will be provided. A preliminary access easement location is shown on the exhibit to the right.



PSF.3.3.1 Coordinate the provision of public services with growth and development in Fernley.

The intended future use of the subject property is responsive to the utility needs for the Victory Logistics District, which will be a significant economic driver for the City of Fernley.

PSF.3.10.2 As areas are annexed into the City, evaluate the level of fire protection and take action, as funds are available, to insure new areas receive the same level of fire protection provided to the rest of the City.

A new fire station location is part of the requirements and improvements associated with Mark IV's Victory Logistic District and the subject parcel is within the coverage area to provide appropriate response times with a 2.5 mile lineal distance from the future fire station location on Duffy Road.

PSF.3.10.4 Require streets to be of high structural quality, sufficient width, and keep maintained to insure access of emergency and service equipment.

The streets that will provide access to the subject parcel are part of the Victory Logistics District project and will meet this standard, after being reviewed by the City of Fernley. Access to the subject parcel will be provided through an

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access easement sufficient in size and design to meet the criteria set forth and required by the North Lyon County Fire Protection District.

b. Consistent with the surrounding land uses.

Response –Victory provides the only logical link and development area needing consistency. It can be argued that the current zoning designation of GR20 is inconsistent with the industrial designation contained within Victory. Thus, the proposed master plan and zoning designation of “Industrial” would be considered consistent with Victory and the vacant federal land and freeway would equally be considered to be consistent with the proposed designation.

Any future uses north of the freeway are not current envisioned to change use in the near term and are expected to remain in a rural land use and zoning designation, With future planned growth in the North Fernley area, as evidenced by the recent adoption of the North Fernley Area Plan, higher intensity land uses than exist by the current designations would be expected. The separation presented by the freeway between the subject property and any future uses north of the freeway are significantly buffered by distance and ambient noise associated with vehicle travel.

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

Response: Public Notice for the public hearing for this MPA & ZMA request will be provided.

Fiscal Impact Analysis

MARK IV-VICTORY MASTER PLAN AMENDMENT/ZONE CHANGE APN 021-031-13 City of Fernley Fiscal Impact Analysis

FEBRUARY 9, 2026

Prepared by:



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Economics for the changing world

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EXECUTIVE SUMMARY

Ekey Economic Consultants, Inc. (EEC) of Reno, Nevada was retained to conduct a fiscal impact analysis of the development of parcel 021-031-13 for the City of Fernley, Nevada based on the Developer's application for a master plan amendment and zone change for the parcel. Findings of the analysis are summarized below.

- The parcel includes 107.87 acres of vacant land.
- The analysis assumes the parcel is developed for industrial uses consistent with its proposed zoning to include 2.1 million square feet of building space.
- The development is expected to be completed over a two-year period between 2028 and 2029.
- The project will have a **positive** fiscal impact on the City of Fernley, with a General Fund surplus of \$12.0 million over the 20-year analysis period.
 - The project is estimated to generate significant revenues for the City of Fernley's General Fund over the 20-year analysis period, totaling \$12.01 million.
 - City of Fernley's costs associated with the project are estimated at \$37,000 over the analysis period, including costs associated with building and planning services and a General Fund contingency amount.
- The project will also have a positive fiscal impact on the North Lyon County Fire Protection District with a 20-year revenue estimate of \$6.2 million.
 - The Fire District will experience some costs associated with the project, these costs are difficult to estimate, but are not expected to exceed the revenue flow of an average of \$308,000 per year.

METHODOLOGY

Buildout assumptions for the proposed project provide the foundation on which the fiscal impact analysis is based. These assumptions are shown in Appendix 1 and represent information provided by the Developer based on past experience and existing market data.

Appendix 1 shows annually the number of acres developed, building square feet constructed, and land and improvement values. It should be noted that information in Appendix 1 is based on the best information available to the Developer and EEC as of the date of the report and may change as the project moves through the approval and planning process and begins development. This fiscal impact analysis may be revised if such changes occur.

Buildout assumptions shown in Appendix 1 are used to estimate revenue and costs generated by the development for the City of Fernley. The revenue impact of the project on the North Lyon County Fire Protection District, which will provide fire and medical services to the development, is also included.

Appendices at the end of this report present revenue and cost projections on an annual basis over the analysis period. Assumptions used in developing these estimates are presented at the end of each appendix. These appendices are:

Appendix 1: Buildout Assumptions

Appendix 2: City of Fernley Comparison of Estimated Revenue to Estimated Costs

Appendix 3: Estimated Real Property Tax Revenue

Appendix 4: Estimated Sales Tax Revenue

Appendix 5: North Lyon County Fire Protection District Estimated Revenue and Costs

The following assumptions were made in this analysis:

1. Analysis estimates project land and improvement values based on data for nearby industrial uses within the City of Fernley. This is shown in Appendices 1 and 3 of the report.

Mark IV-Victory Master Plan Amendment/Zone Change: APN 021-031-13

2. Taxable sales associated with the project include purchases of construction materials for project development only (Appendix 4).

3. The project is not expected to add any new residents to the City. As a result, no costs for resident-based services, such as animal control, parks, cemetery, etc., are expected. The project will generate some costs, especially during the project approval process, such as those for building and planning and general government, but these costs are expected to be minimal.

A study by Verdunity in 2021, found that commercial development within the City generated costs only for Public Works and Building and Planning services estimated at \$162 per acre.¹ These values are used to estimate the cost of the project for the building and planning services over the buildout period of the project.

The above amount includes costs for public works, including engineering, streets, and storm drains. The project is not expected to add any public streets, generating no additional street maintenance cost for the City. As a result, these costs may be overstated. A 3% contingency fee is also added. This is shown in Appendix 2.

4. The analysis does not include the impact of the project on Special Revenue and Capital Projects funds, including Administrative Assessment Fund, Court Facility Fee Fund, Grants Fund, Transient Lodging Tax Fund, and Capital Projects Fund as the impact of the project on these funds is difficult to estimate or is expected to be minimal.

The analysis does not include any Enterprise Funds, including Water and Sewer utility funds as these funds are designed to break even or generate a surplus. The analysis expects fees associated with the project will generate sufficient revenues for these funds to cover any costs associated with the project.

¹ Fiscal Impact Analysis Tool Fernley Nevada, Verdunity, 2021.

5. Revenue impacts of the project on the North Lyon County Fire Protection District are also included, as shown in Appendix 5. The analysis estimates revenues associated with two major sources only: property tax and sales tax.

The analysis does not include an estimate of the impact of the project on the Fire District expenditures. The project is expected to not have a significant negative impact on the Fire District as it will not generate any new residents for the District, include internal fire controls within the buildings, and the larger Victory Logistics District, within which the project will be located, is already served by an existing fire station.

While the calls for service for the project may be minimal, the project may generate some need for additional equipment or personnel time. As shown in the tables below, the project will generate an average of \$308,000 in annual revenue for the Fire District to cover any new costs or assist with funding of existing obligations.

Additional information for revenue and cost estimate methodology, sources of data, calculations, and findings is provided in the appendices attached to this report.

FINDINGS

Findings of the fiscal impact analysis are presented below with summaries for estimated revenue and costs for the City of Fernley and North Lyon County Fire Protection District.

Table 1 summarizes the estimated impact of the project on the City of Fernley General Fund over the 20-year analysis period. Detailed information for General Fund revenues and costs by line item, by year, as well as methodology for estimating these costs and revenues is found in Appendix 2. Table 2 shows this information by year of analysis.

The tables show the project is estimated to result in a revenue surplus for the City of Fernley General Fund in the amount of \$12.0 million over the analysis period, an average of \$600,000 per year. The project will have a **positive** fiscal impact on the City of Fernley, generating a revenue surplus for the City's General Fund in each year of the 20-year analysis period.

Findings

Mark IV-Victory Master Plan Amendment/Zone Change: APN 021-031-13

Table 1. Summary of Estimated City of Fernley General Fund Impacts, 20-Year Total

Estimated Revenue	
Taxes	\$ 11,992,753
Licenses and Permits	-
Intergovernmental	22,122
Fines and Forfeitures	-
Miscellaneous	-
TOTAL	\$ 12,014,876
Estimated Costs	
General Government	\$ -
Judicial	-
Public Works	-
Health	-
Culture and Recreation	-
Community Development	35,474
Subtotal	\$ 35,474
Contingency	1,064
TOTAL	\$ 36,538
Revenue Surplus/(Deficit)	
Estimated Surplus/(Deficit)	\$ 11,978,337

Table 2. Summary of Estimated City of Fernley General Fund Impacts, by Year

Year	Estimated Project Revenue	Estimated Project Costs	Annual Revenue	Cumulative Surplus/
2028	\$ 289,140	\$ 17,999	\$ 271,141	\$ 271,141
2029	548,512	18,539	529,973	801,114
2030	545,513	-	545,513	1,346,627
2031	553,696	-	553,696	1,900,323
2032	562,001	-	562,001	2,462,324
2033	570,431	-	570,431	3,032,756
2034	578,988	-	578,988	3,611,743
2035	587,673	-	587,673	4,199,416
2036	596,488	-	596,488	4,795,904
2037	605,435	-	605,435	5,401,338
2038	614,516	-	614,516	6,015,855
2039	623,734	-	623,734	6,639,589
2040	633,090	-	633,090	7,272,679
2041	642,587	-	642,587	7,915,266
2042	652,225	-	652,225	8,567,491
2043	662,009	-	662,009	9,229,500
2044	671,939	-	671,939	9,901,439
2045	682,018	-	682,018	10,583,457
2046	692,248	-	692,248	11,275,705
2047	702,632	-	702,632	11,978,337
TOTAL	\$ 12,014,876	\$ 36,538	\$ 11,978,337	

Findings

Mark IV-Victory Master Plan Amendment/Zone Change: APN 021-031-13

Table 3 provides a summary of the annual revenue impact of the parcel on the North Lyon County Fire Protection District. As mentioned above, the analysis does not estimate costs associated with the project, but these costs are expected to be below revenue projections. Appendix 5 shows detailed calculations of revenues for the District. The table shows the project will generate revenue for the North Lyon County Fire Protection District of \$6.2 million over the 20-year analysis period, an average of \$308,000 per year.

Table 3. Summary of Estimated North Lyon County Fire Protection District Fire and Ambulance Fund Revenue Impacts, by Year

Year	Property Tax Revenue	Sales Tax Revenue	Total
2028	\$ 142,349	\$ 11,414	\$ 153,764
2029	275,123	11,414	286,537
2030	279,250	-	279,250
2031	283,439	-	283,439
2032	287,690	-	287,690
2033	292,005	-	292,005
2034	296,386	-	296,386
2035	300,831	-	300,831
2036	305,344	-	305,344
2037	309,924	-	309,924
2038	314,573	-	314,573
2039	319,291	-	319,291
2040	324,081	-	324,081
2041	328,942	-	328,942
2042	333,876	-	333,876
2043	338,884	-	338,884
2044	343,968	-	343,968
2045	349,127	-	349,127
2046	354,364	-	354,364
2047	359,679	-	359,679
TOTAL	\$ 6,139,126	\$ 22,829	\$ 6,161,955

LIMITING CONDITIONS & DISCLOSURES

In the preparation of this report, EEC asserts:

- The report is to be used in its entirety, and no part is to be used without the whole.
- In preparing this report, EEC relied on information provided by other individuals or found in previously existing records and/or documents. This information is assumed to be reliable. However, no warranty, either expressed or implied, is given by EEC for the accuracy of such information and EEC assumes no responsibility for information relied upon later found to have been inaccurate.
- EEC may amend this report in the event additional documents and/or other material discovered subsequent to the submission of this report and pertinent to the report and/or the conclusions contained herein are made available.
- EEC assumes no responsibility for economic, physical, or demographic factors, which may affect or alter the opinions of this report if said economic, physical, or demographic factors were not present or known as of the date of this report.
- Possession of this report, or a copy of this report, does not carry with it the right of publication. Without the consent of EEC, this report may not be used for any purpose by any person other than the party for whom this report was prepared.

APPENDICES

**APPENDIX 1
BUILDOUT ASSUMPTIONS**

<u>YEAR</u>	<u>USE TYPE</u>	<u>ACRES DEVELOPED</u>	<u>SQ. FT. BUILT</u>	<u>LAND VALUE</u>	<u>IMPROV. VALUE</u>
2028	Industrial	107.87	1,057,000	\$ 9,665,152	\$ 107,814,000
2029	Industrial	-	1,057,000	-	107,814,000
TOTAL		107.87	2,114,000	\$ 9,665,152	\$ 215,628,000

APPENDIX 1, ASSUMPTIONS:

1. Project information is summarized as follows:

	<u># of Acres</u>	<u>Sq.Ft. Built</u>	<u>Land Value/ Acre</u>	<u>Improvement Value/SqFt</u>
Industrial	107.87	2,114,000	\$ 89,600	\$ 102

Project acreage from Lyon Count Assessor's Office. Land and improvement value from actual values for nearby industrial uses in the City of Fernley from Lyon County Assessor's Office website.

**APPENDIX 2
CITY OF FERNLEY
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS**

GENERAL FUND	Estimated FY 2024-25	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	SUBTOTAL
REVENUE												
<u>Taxes</u>												
Ad Valorem ¹		\$ 278,079	\$ 537,451	\$ 545,513	\$ 553,696	\$ 562,001	\$ 570,431	\$ 578,988	\$ 587,673	\$ 596,488	\$ 605,435	\$ 5,415,755
Residential Construction Tax ²		-	-	-	-	-	-	-	-	-	-	-
Subtotal		\$ 278,079	\$ 537,451	\$ 545,513	\$ 553,696	\$ 562,001	\$ 570,431	\$ 578,988	\$ 587,673	\$ 596,488	\$ 605,435	\$ 5,415,755
<u>Licenses and Permits</u>												
Business License Fees ²	\$ 887,076	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Franchise Fees ²	1,865,954	-	-	-	-	-	-	-	-	-	-	-
Liquor License Fees ²	44,125	-	-	-	-	-	-	-	-	-	-	-
Gaming License Fees ²	154,429	-	-	-	-	-	-	-	-	-	-	-
Animal Licenses ²	5,100	-	-	-	-	-	-	-	-	-	-	-
Passport Fees ²	29,345	-	-	-	-	-	-	-	-	-	-	-
Building and Civil Permit Fees ³	1,393,320	-	-	-	-	-	-	-	-	-	-	-
Planning and Zoning Fees ³	344,504	-	-	-	-	-	-	-	-	-	-	-
Public Works/Civil Fees ²	166,493	-	-	-	-	-	-	-	-	-	-	-
Public Works/Civil Inspect. Fees ²	56,506	-	-	-	-	-	-	-	-	-	-	-
Other Fees ³	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Intergovernmental Revenue</u>												
C-Tax CCRT (Sales Tax @ 2.25%) ⁴	Appendix 4	\$ 11,061	\$ 11,061	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,122
Remainder C-Tax Sources ²	227,627	-	-	-	-	-	-	-	-	-	-	-
Motor Vehicle Fuel Tax ²	390,638	-	-	-	-	-	-	-	-	-	-	-
RTC Shared Revenue ²	5,378,517	-	-	-	-	-	-	-	-	-	-	-
County Parks Agreement ²	60,000	-	-	-	-	-	-	-	-	-	-	-
County Roads Contribution ²	180,000	-	-	-	-	-	-	-	-	-	-	-
Other ³	27,178	-	-	-	-	-	-	-	-	-	-	-
Subtotal		\$ 11,061	\$ 11,061	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,122
<u>Fines and Forfeits</u>												
Municipal Court Revenue ²	\$ 146,661	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Fees ²	77	-	-	-	-	-	-	-	-	-	-	-
Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Miscellaneous</u>												
Interest Income ³	\$ 859,545	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cemetery Plot Fees ²	960	-	-	-	-	-	-	-	-	-	-	-
Facility Rental Fees ²	3,917	-	-	-	-	-	-	-	-	-	-	-
Donations ³	107,559	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous ³	831,022	-	-	-	-	-	-	-	-	-	-	-
Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUE TOTAL		\$ 289,140	\$ 548,512	\$ 545,513	\$ 553,696	\$ 562,001	\$ 570,431	\$ 578,988	\$ 587,673	\$ 596,488	\$ 605,435	\$ 5,437,877

**APPENDIX 2
CITY OF FERNLEY
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS**

	Estimated FY 2024-25	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	SUBTOTAL
EXPENDITURES												
General Government												
Mayor/Council ⁵	\$ 184,248	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office of City Manager ⁵	914,221	-	-	-	-	-	-	-	-	-	-	-
Office of City Attorney ⁵	670,470	-	-	-	-	-	-	-	-	-	-	-
Treasurer ⁵	322,232	-	-	-	-	-	-	-	-	-	-	-
City Clerk ⁵	386,986	-	-	-	-	-	-	-	-	-	-	-
Facilities ⁵	2,104,895	-	-	-	-	-	-	-	-	-	-	-
Human Resources ⁵	163,090	-	-	-	-	-	-	-	-	-	-	-
Information Technology ⁵	510,976	-	-	-	-	-	-	-	-	-	-	-
General Government Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Judicial												
Municipal Court ⁵	\$ 598,983	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Judicial Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Works												
City Engineer ⁵	\$ 870,022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fleet ⁵	205,542	-	-	-	-	-	-	-	-	-	-	-
Streets and Stormdrains ⁶	7,250,004	-	-	-	-	-	-	-	-	-	-	-
Streets Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health												
Animal Control ⁵	\$ 210,167	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vector Control ⁵	136,568	-	-	-	-	-	-	-	-	-	-	-
Cemetery ⁵	43,946	-	-	-	-	-	-	-	-	-	-	-
Health Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Culture and Recreation												
Parks ⁵	\$ 1,263,871	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Culture & Rec Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community Development												
Building and Planning ⁷	\$ 1,309,972	\$ 17,475	\$ 17,999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,474
Code Enforcement ⁵	476,606	-	-	-	-	-	-	-	-	-	-	-
Community Dev. Total		\$ 17,475	\$ 17,999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,474
EXPENDITURES SUBTOTAL		\$ 17,475	\$ 17,999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,474
CONTINGENCY @ 3%												
		\$ 524	\$ 540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,064
EXPENDITURES TOTAL		\$ 17,999	\$ 18,539	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,538
GENERAL FUND SURPLUS/DEFICIT		\$ 271,141	\$ 529,973	\$ 545,513	\$ 553,696	\$ 562,001	\$ 570,431	\$ 578,988	\$ 587,673	\$ 596,488	\$ 605,435	\$ 5,401,338

**APPENDIX 2
CITY OF FERNLEY
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS**

GENERAL FUND	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	SUBTOTAL	TOTAL
REVENUE												
<u>Taxes</u>												
Ad Valorem ¹	\$ 614,516	\$ 623,734	\$ 633,090	\$ 642,587	\$ 652,225	\$ 662,009	\$ 671,939	\$ 682,018	\$ 692,248	\$ 702,632	\$ 6,576,999	\$ 11,992,753
Residential Construction Tax ²	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 614,516	\$ 623,734	\$ 633,090	\$ 642,587	\$ 652,225	\$ 662,009	\$ 671,939	\$ 682,018	\$ 692,248	\$ 702,632	\$ 6,576,999	\$ 11,992,753
<u>Licenses and Permits</u>												
Business License Fees ²	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Franchise Fees ²	-	-	-	-	-	-	-	-	-	-	-	-
Liquor License Fees ²	-	-	-	-	-	-	-	-	-	-	-	-
Gaming License Fees ²	-	-	-	-	-	-	-	-	-	-	-	-
Animal Licenses ²	-	-	-	-	-	-	-	-	-	-	-	-
Passport Fees ²	-	-	-	-	-	-	-	-	-	-	-	-
Building and Civil Permit Fees ³	-	-	-	-	-	-	-	-	-	-	-	-
Planning and Zoning Fees ³	-	-	-	-	-	-	-	-	-	-	-	-
Public Works/Civil Fees ²	-	-	-	-	-	-	-	-	-	-	-	-
Public Works/Civil Inspect. Fees ²	-	-	-	-	-	-	-	-	-	-	-	-
Other Fees ³	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Intergovernmental Revenue</u>												
C-Tax CCRT (Sales Tax @ 2.25%) ⁴	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,122
Remainder C-Tax Sources ²	-	-	-	-	-	-	-	-	-	-	-	-
Motor Vehicle Fuel Tax ²	-	-	-	-	-	-	-	-	-	-	-	-
RTC Shared Revenue ²	-	-	-	-	-	-	-	-	-	-	-	-
County Parks Agreement ²	-	-	-	-	-	-	-	-	-	-	-	-
County Roads Contribution ²	-	-	-	-	-	-	-	-	-	-	-	-
Other ³	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,122
<u>Fines and Forfeits</u>												
Municipal Court Revenue ²	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Fees ²	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Miscellaneous</u>												
Interest Income ³	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cemetery Plot Fees ²	-	-	-	-	-	-	-	-	-	-	-	-
Facility Rental Fees ²	-	-	-	-	-	-	-	-	-	-	-	-
Donations ³	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous ³	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUE TOTAL	\$ 614,516	\$ 623,734	\$ 633,090	\$ 642,587	\$ 652,225	\$ 662,009	\$ 671,939	\$ 682,018	\$ 692,248	\$ 702,632	\$ 6,576,999	\$ 12,014,876

**APPENDIX 2
CITY OF FERNLEY
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS**

EXPENDITURES**General Government**

	<u>2038</u>	<u>2039</u>	<u>2040</u>	<u>2041</u>	<u>2042</u>	<u>2043</u>	<u>2044</u>	<u>2045</u>	<u>2046</u>	<u>2047</u>	<u>SUBTOTAL</u>	<u>TOTAL</u>
Mayor/Council ⁵	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office of City Manager ⁵	-	-	-	-	-	-	-	-	-	-	-	-
Office of City Attorney ⁵	-	-	-	-	-	-	-	-	-	-	-	-
Treasurer ⁵	-	-	-	-	-	-	-	-	-	-	-	-
City Clerk ⁵	-	-	-	-	-	-	-	-	-	-	-	-
Facilities ⁵	-	-	-	-	-	-	-	-	-	-	-	-
Human Resources ⁵	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology ⁵	-	-	-	-	-	-	-	-	-	-	-	-
General Government Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Judicial

Municipal Court ⁵	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Judicial Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Public Works

City Engineer ⁵	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fleet ⁵	-	-	-	-	-	-	-	-	-	-	-	-
Streets and Stormdrains ⁶	-	-	-	-	-	-	-	-	-	-	-	-
Streets Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Health

Animal Control ⁵	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vector Control ⁵	-	-	-	-	-	-	-	-	-	-	-	-
Cemetery ⁵	-	-	-	-	-	-	-	-	-	-	-	-
Health Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Culture and Recreation

Parks ⁵	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Culture & Rec Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Community Development

Building and Planning ⁷	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,474
Code Enforcement ⁵	-	-	-	-	-	-	-	-	-	-	-	-
Community Dev. Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,474

EXPENDITURES SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,474
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CONTINGENCY @	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,064
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EXPENDITURES TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,538
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GENERAL FUND SURPLUS/DEFICIENCY	\$ 614,516	\$ 623,734	\$ 633,090	\$ 642,587	\$ 652,225	\$ 662,009	\$ 671,939	\$ 682,018	\$ 692,248	\$ 702,632	\$ 6,576,999	\$ 11,978,337
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APPENDIX 2
CITY OF FERNLEY
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS

APPENDIX 2. ASSUMPTIONS:

REVENUES

- 1 See Appendix 3 for real property tax revenue estimates. The analysis conservatively does not include personal property revenue associated with the project.
- 2 The project is not expected to have a significant impact on this revenue source.
- 3 The project may have an impact on this revenue source, but the impact is difficult to estimate and is conservatively excluded from the analysis.
- 4 See Appendix 4 for sales tax revenue calculations and assumptions.

EXPENDITURES

- 5 The project may have an impact on this expenditure source, but the impact is difficult to estimate or is expected to be minimal.
- 6 The project is not expected to add any streets to the City's inventory for maintenance, as a result, no costs are estimated.
- 7 Building and planning department costs are estimated at **\$162** per acre, applied to the project acreage shown in Appendix 1, inflated by 3% per year over the project development period. Source: Fiscal Impact Analysis Tool Fernley Nevada, Verdunity, 2021.

APPENDIX 3
ESTIMATED REAL PROPERTY TAX REVENUE

<u>YEAR</u>	<u>LAND USE</u>	<u>ANNUAL TAXABLE VALUE OF</u>		<u>CUMULATIVE</u>	<u>CITY OF</u>	<u>NORTH LYON</u>
		<u>LAND</u>	<u>IMPROVS.</u>	<u>TAXABLE</u>	<u>FERNLEY</u>	<u>CO. FIRE</u>
				<u>VALUE</u>		<u>PROTECTION</u>
2028	Industrial	\$ 9,665,152	\$ 107,814,000	\$ 117,479,152	\$ 278,079	\$ 142,349
2029	Industrial	-	107,814,000	227,055,339	537,451	275,123
2030	Industrial	-	-	230,461,169	545,513	279,250
2031	Industrial	-	-	233,918,087	553,696	283,439
2032	Industrial	-	-	237,426,858	562,001	287,690
2033	Industrial	-	-	240,988,261	570,431	292,005
2034	Industrial	-	-	244,603,085	578,988	296,386
2035	Industrial	-	-	248,272,131	587,673	300,831
2036	Industrial	-	-	251,996,213	596,488	305,344
2037	Industrial	-	-	255,776,156	605,435	309,924
2038	Industrial	-	-	259,612,799	614,516	314,573
2039	Industrial	-	-	263,506,991	623,734	319,291
2040	Industrial	-	-	267,459,596	633,090	324,081
2041	Industrial	-	-	271,471,490	642,587	328,942
2042	Industrial	-	-	275,543,562	652,225	333,876
2043	Industrial	-	-	279,676,715	662,009	338,884
2044	Industrial	-	-	283,871,866	671,939	343,968
2045	Industrial	-	-	288,129,944	682,018	349,127
2046	Industrial	-	-	292,451,893	692,248	354,364
2047	Industrial	-	-	296,838,672	702,632	359,679
TOTAL		\$ 9,665,152	\$ 215,628,000		\$ 11,992,753	\$ 6,139,126

APPENDIX 3, ASSUMPTIONS:

- Project land and improvement values are estimated in Appendix 1.
- FY 2025-26 property tax rates are assumed to remain unchanged over the analysis period:

City of Fernley General Fund	\$ 0.6763
North Lyon Co. Fire District	\$ 0.3462
- Project parcel's current value is **\$ 657,834** according to the Lyon County Assessor's Office. However, as the parcel was located outside of the City of Fernley prior to annexation of this project, all revenue generated by the parcel will be new to the City.
- Property tax calculation: Taxable X 35% = Assessed Value; Assessed Value/100 X Tax Rate = Property Tax Revenue.
- The analysis assumes a 1.5% annual land and improvement growth rate, net of depreciation.

APPENDIX 4
ESTIMATED SALES TAX REVENUE

<u>YEAR</u>	<u>LAND USE</u>	<u>CONSTRUCTION MATERIALS</u>	<u>TAXABLE SALES</u>	<u>CITY OF FERNLEY REVENUE</u>	<u>NORTH LYON CO. FIRE REVENUE</u>
2028	Industrial	\$ 53,907,000	\$ 53,907,000	\$ 11,061	\$ 11,414
2029	Industrial	53,907,000	53,907,000	11,061	11,414
TOTAL		\$ 107,814,000	\$ 107,814,000	\$ 22,122	\$ 22,829

APPENDIX 4, ASSUMPTIONS:

1. Sales tax rates are assumed to remain at FY 2025-26 amounts:

0.50% Basic City County Relief Tax (BCCRT)
1.75% Supplemental City County Relief Tax (SCCRT)

Distribution of BCCRT AND SCCRT sales tax revenue to City of Fernley and North Lyon County Fire Protection District is calculated at

City of Fernley **0.93%**
North Lyon Co. Fire District **0.96%**

Source: State of Nevada Department of Taxation. "Consolidated Tax Distribution," FY 2024-25.

State of Nevada administrative fee of **1.75%** is subtracted
from estimated sales tax revenue each year for State uses.

2. Construction materials value is estimated at 50% of improvement costs shown in Appendix 1.

APPENDIX 5
NORTH LYON COUNTY FIRE PROTECTION DISTRICT
ESTIMATED REVENUE AND COSTS

<u>YEAR</u>	<u>LAND USE</u>	<u>REVENUE</u>			<u>FIRE/ AMBULANCE COSTS</u>	<u>NET SURPLUS</u>
		<u>PROPERTY TAX</u>	<u>SALES TAX</u>	<u>TOTAL</u>		
2028	Industrial	\$ 142,349	\$ 11,414	\$ 153,764	\$ -	\$ 153,764
2029	Industrial	275,123	11,414	286,537	-	286,537
2030	Industrial	279,250	-	279,250	-	279,250
2031	Industrial	283,439	-	283,439	-	283,439
2032	Industrial	287,690	-	287,690	-	287,690
2033	Industrial	292,005	-	292,005	-	292,005
2034	Industrial	296,386	-	296,386	-	296,386
2035	Industrial	300,831	-	300,831	-	300,831
2036	Industrial	305,344	-	305,344	-	305,344
2037	Industrial	309,924	-	309,924	-	309,924
2038	Industrial	314,573	-	314,573	-	314,573
2039	Industrial	319,291	-	319,291	-	319,291
2040	Industrial	324,081	-	324,081	-	324,081
2041	Industrial	328,942	-	328,942	-	328,942
2042	Industrial	333,876	-	333,876	-	333,876
2043	Industrial	338,884	-	338,884	-	338,884
2044	Industrial	343,968	-	343,968	-	343,968
2045	Industrial	349,127	-	349,127	-	349,127
2046	Industrial	354,364	-	354,364	-	354,364
2047	Industrial	359,679	-	359,679	-	359,679
TOTAL		\$ 6,139,126	\$ 22,829	\$ 6,161,955	\$ -	\$ 6,161,955

APPENDIX 5, ASSUMPTIONS:

1. See Appendices 3 and 4 for property and sales tax revenue calculations.
2. Fire and ambulance costs associated with the project are difficult to estimate but are not expected to be significant as the project will not add any residential uses and any calls for service will be associated with the project operation only.

Legal Description and Boundary Map

**LEGAL DESCRIPTION
FOR
PARCEL INCLUDED IN
MASTER PLAN AND ZONING MAP AMENDMENTS**

The Land referred to herein below is situated in the County of Lyon, State of Nevada, and is described as follows:

Parcel I:

Township 21 North, Range 25 East, M.D.B.&M., County of Lyon, State of Nevada.

Section 33:

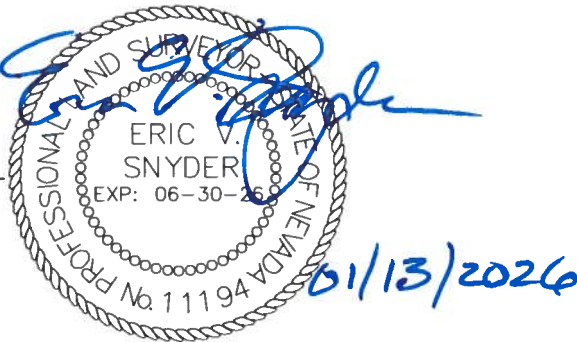
ALL THAT PORTION LYING SOUTHEASTERLY OF THE INTERSTATE ROUTE 80 RIGHT-OF-WAY.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN INTERSTATE ROUTE 80 RIGHT-OF-WAY AS THE SAME NOW EXISTS.

This legal description was provided in the Commitment for Title Insurance prepared by First American Title Insurance Company National Commercial Services, Commitment Number NCS-1213942-HHLV, Second Amended, dated August 01, 2025.

Said Land contains approximately 109.06 acres.

Eric V. Snyder, PLS 11194
Bowman Consulting Group Ltd.
1150 Corporate Blvd.
Reno, NV 89502



V:\20016 - VICTORY LOGISTICS\420016-02-001 (PLN) -- POWER PARCEL ANNEXATION\PLANNING\DWG\V-ZMA-MPA-MARKIV-CERESOLA.DWG

LEGEND



FOUND QUARTER SECTION
CORNER AS NOTED



FOUND CLOSING SECTION
CORNER AS NOTED



FOUND STANDARD SECTION
CORNER AS NOTED



PROPERTY LINE
SECTION LINE
ADJOINER
PROPERTY LINE

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N46°34'20"E	414.63'
L2	S00°18'51"W	563.53'

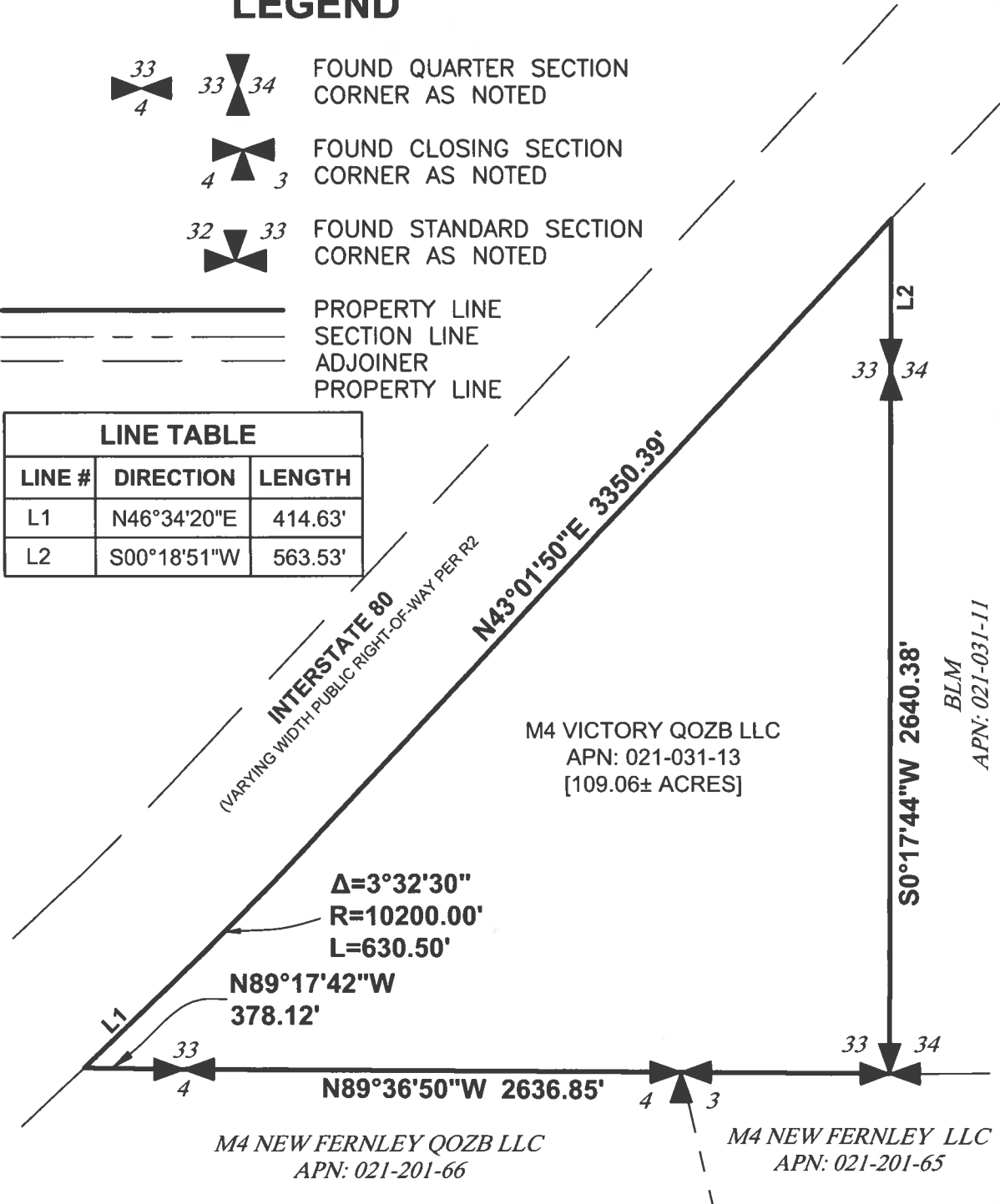


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION FOR
MASTER PLAN AND ZONE MAP AMENDMENTS
LYING WITHIN PORTIONS OF NE 1/4, SE 1/4 & SW 1/4 OF
SECTION 33, TOWNSHIP 21 NORTH, RANGE 25 EAST, M.D.M.
FERNLEY, LYON COUNTY, NEVADA

Bowman
1150 CORPORATE BLVD.
RENO, NV 89502

SHEET
1 / OF 1

Site Map/ALTA Survey

1 TITLE INFORMATION

2ND AMENDED PRELIMINARY TITLE REPORT PREPARED BY TICOR TITLE OF NEVADA, INC., PRELIM NO. TTR2402735-CD, DATED DECEMBER 23, 2024 AT 7:30 A.M.

VESTING INFORMATION

FEE
CERESOLA BROTHERS, LLC, A NEVADA LIMITED LIABILITY COMPANY

1 LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF LYON, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

TOWNSHIP 21 NORTH, RANGE 25 EAST

SECTION 33: SE 1/4; S 1/2 OF NE 1/4; NE 1/4 OF NE 1/4; NW 1/4 OF NE 1/4; E 1/2 OF W 1/2

EXCEPTING THEREFROM THAT PORTION LYING NORTHWESTERLY OF THE SOUTHEASTERLY BOUNDARY LINE OF THE PARCEL CONVEYED TO THE STATE OF NEVADA BY DEED RECORDED SEPTEMBER 4, 1964, IN BOOK 47, PAGE 274, AS DOCUMENT NO. 90007, DEED RECORDS

APN: 021-031-13

1 PARCEL 2 NOTE

INTENTIONALLY OMITTED WITH THE ISSUANCE OF 2ND AMENDED PRELIMINARY TITLE REPORT AND THE REMOVAL OF PARCEL 2 FROM THE LEGAL DESCRIPTION.

FLOOD ZONE DESIGNATION

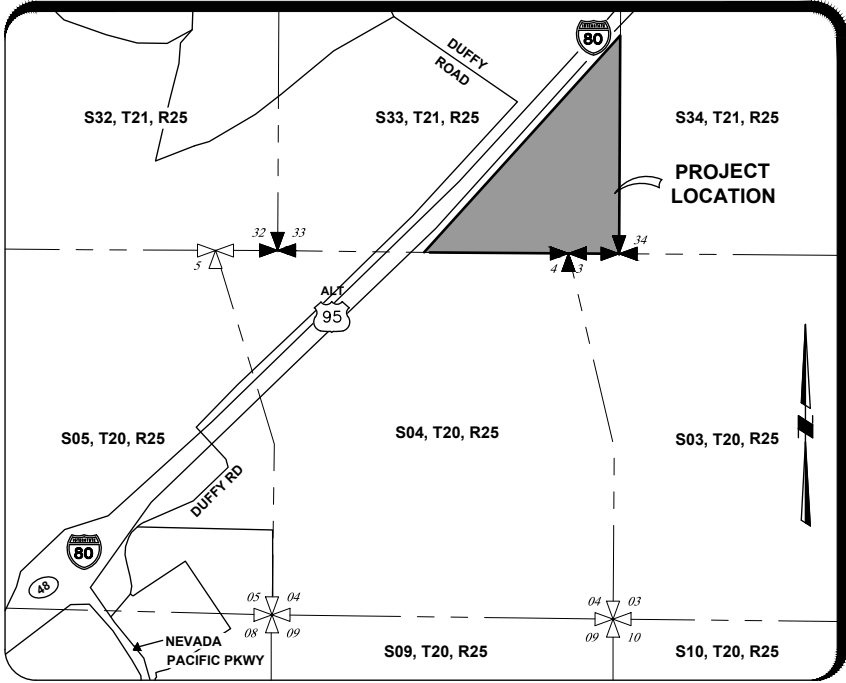
BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 32019C0050E, PANEL 0050E, PANEL 50 OF 1375, WHICH BEARS AN EFFECTIVE DATE OF JANUARY 16, 2009, THE SURVEYED PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE MAP. THE FLOOD ZONE CLASSIFICATION(S) FOR THE SURVEYED PROPERTY IS ZONE X. FURTHERMORE, IF THE SURVEYED PROPERTY RESIDES IN TWO OR MORE ZONES, THEN THE SURVEY CLEARLY DISPLAYS THE LIMITS OF EACH ZONE BY GRAPHICALLY TRANSPOSING EACH ZONE LINE FROM THE MAP TO THE SURVEY.

NOTES

- THE PLANIMETRIC AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON A FIELD SURVEY PERFORMED IN SEPTEMBER 2024 BY CFA, INC, A BOWMAN COMPANY.
- EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN THOSE SPECIFIED IN THE TITLE COMMITMENT AND POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND USE REGULATIONS.
- UNLESS OTHERWISE NOTED, DOCUMENTS REFERENCED HEREON ARE OFFICIAL RECORDS OF LYON COUNTY, NEVADA.
- PER TABLE "A" ITEMS 6(a) & 6(b) OF THE ALTA/NSPS LAND TITLE SURVEY STANDARDS THERE WERE NO ZOING OR SETBACK REPORTS PROVIDED AT THE TIME OF THIS SURVEY.
- PER TABLE "A" ITEMS 11(a) & 11(b) OF THE ALTA/NSPS LAND TITLE SURVEY STANDARDS THERE WERE NO UNDERGROUND UTILITY IMPROVEMENT PLANS PROVIDED AT THE TIME OF THIS SURVEY.
- THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT. EXCEPTIONS HAVE BEEN PLOTTED OR NOTED HEREON.

REFERENCES

- BLM GLO MAP NO. 0496 (4-675A), TOWNSHIP 21 NORTH, RANGE 25 EAST, ACCEPTED JUNE 5, 1917, LYON COUNTY, NEVADA.
- STATE OF NEVADA DEPARTMENT OF TRANSPORTATION R/W PLANS, FED ROAD DIV. NO. 9, PROJECT NO. I-080-1(10)50, E.A. NO. 70075-2, CONTROL SECTION LY-81 & CH-81, STATE OF NEVADA, COUNTY OF LYON, DATED 9/4/64, 12/17/63 & 2/5/69.



VICINITY MAP
NOT TO SCALE

SURVEYOR CERTIFICATE

TO M4 VICTORY DEVELOPMENT, LLC, AND TICOR TITLE OF NEVADA, INC.;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY THE ALTA AND NSPS, AND INCLUDES ITEMS 2-4, 6(A), 6(B), 8, 11(A), 11(b), 13, AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 23, 2024.

DATE OF PLAT OR MAP: JANUARY 20, 2025

KEVIN L.GERMAN, PLS 20461

SCHEDULE B - EXCEPTIONS TO COVERAGE

ITEM 1 PERTAIN TO "TAXES" AND IS NOT SURVEY RELATED.

ITEM 2 PERTAINS TO "ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS THAT ARE NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY INSPECTION OF THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION OF THE LAND". LINES OF POSSESSION ARE SHOWN HEREON.

ITEM 3 PERTAINS TO "EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS".

ITEM 4 PERTAINS TO "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS AT DATE OF POLICY". ANY SUCH MATTERS OBSERVED AT THE TIME OF THE SURVEY ARE NOTED OR DEPICTED HEREON.

ITEM 5 PERTAINS TO "(A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF, (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS".

ITEM 6 PERTAINS TO "LIENS" AND ARE NOT SURVEY RELATED.

ITEM 7 PERTAINS TO "ANY CLAIM (a) OWNERSHIP OF OR RIGHTS TO MINERALS AND SIMILAR SUBSTANCES, INCLUDING BUT NOT LIMITED TO ORES, METALS, COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND, AND GRAVEL LOCATED IN, ON, OR UNDER THE LAND OR PRODUCED FROM THE LAND, WHETHER SUCH OWNERSHIP OR RIGHTS ARISE BY LEASE, GRANT, EXCEPTION, CONVEYANCE, RESERVATION, OR OTHERWISE; AND (b) ANY RIGHTS, PRIVILEGES, IMMUNITIES, RIGHTS OF WAY, AND EASEMENTS ASSOCIATED THEREWITH OR APPURTENANT THERETO, WHETHER OR NOT THE INTERESTS OR RIGHTS EXCEPTED IN (a) OR (b) APPEAR IN PUBLIC RECORDS OR ARE SHOWN IN SCHEDULE B".

ITEM 8 PERTAINS TO "LIENS OF SUPPLEMENTAL TAXES" AND IS NOT SURVEY RELATED.

ITEM 9 PERTAINS TO "LIENS LEVIED BY TRUCKEE-CARSON IRRIGATION DISTRICT" AND IS NOT SURVEY RELATED.

ITEM 10 PERTAINS TO "WATER RIGHTS, CLAIMS OR TITLE TO WATER" AND NOT SURVEY RELATED.

1 ITEMS 11 THROUGH 18 HAVE BEEN INTENTIONALLY DELETED.

1 ITEM 19 PERTAINS TO "RIGHTS AND CLAIMS OF PARTIES IN POSSESSION". POSSESSION LINES ARE SHOWN HEREON.

ITEM 20 PERTAINS TO "ANY POLICY OF TITLE INSURANCE ISSUED WILL NOT INSURE A LEGAL RIGHT OF ACCESS TO AND FROM SAID LAND".

1 ITEM 21 PERTAINS TO THE OWNERSHIP OF SAID LAND NOT INCLUDING RIGHTS OF ACCESS TO OR FROM THE STREET, HIGHWAY, OR FREEWAY ABUTTING SAID LAND. SUCH RIGHTS HAVING BEEN RELINQUISHED PER DOCUMENT NO. 90007, RECORDED SEPTEMBER 4, 1964, OFFICIAL RECORDS OF LYON COUNTY, NEVADA. RESTRICTION OF ABUTTERS ACCESS IS DEPICTED ON SHEET 2 OF 2 OF THIS SURVEY.

PROFESSIONAL SEAL:

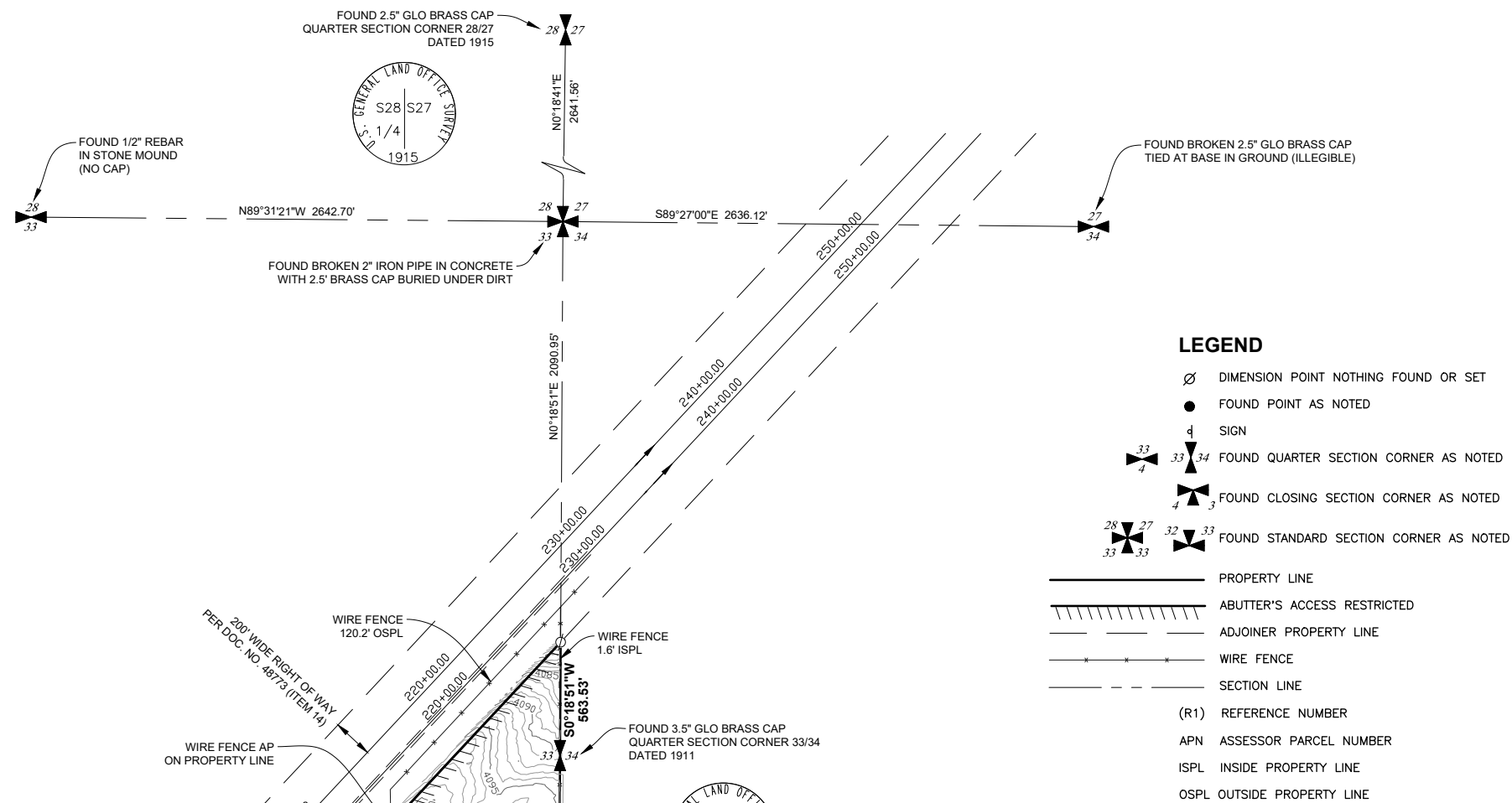
CFA, a Bowman company
LAND SURVEYORS
CIVIL ENGINEERS
LAND USE PLANNERS
1150 CORPORATE BLVD. | RENO, NV 89502
775-856-1150 MAIN | CFARENO.COM



ALTA/NSPS LAND TITLE SURVEY
FOR
M4 VICTORY DEVELOPMENT, LLC.
LYING WITHIN SEC. 33, T21N, R25E, M.D.M.
APN: 021-031-13
LYON COUNTY
NEVADA
FERNLEY

JOB NO. 420016-01-001
DRAWN BY DRE
CHECKED BY KLG

SHEET
1
OF
2



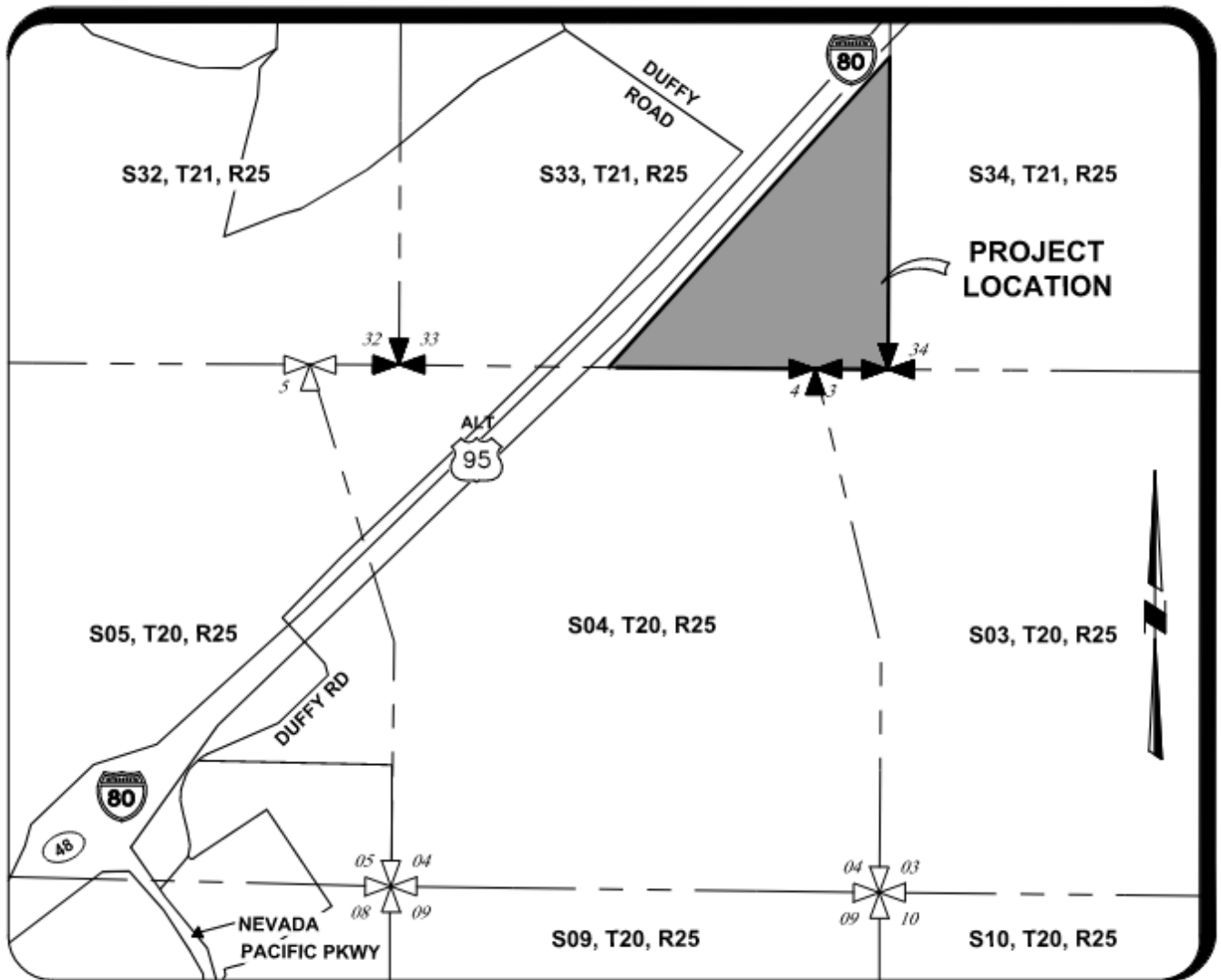
THE BASIS OF ELEVATIONS FOR THIS SURVEY IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88) BASED UPON NDOT MONUMENT 457005M, BEING A SET.16" NDOT BRASS CAP, IN ORANGE COLORED POLY ROCK BASE. FROM MILE POST 5.83 OF LYON COUNTY PROCEED .49 MILES ALONG E-BOUND INTERSTATE-80. MONUMENT IS APPROX. 35' W OF EO NEXT TO WITNESS POST. ELEVATION = 4113.21'

THE BASIS OF BEARINGS FOR THIS SURVEY IS NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE
NAD83(94). COORDINATES AND DISTANCES SHOWN HEREON ARE AT GROUND LEVEL BASED ON A
COMBINED GRID TO GROUND FACTOR OF 1.000245

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	03°32'30"	10200.00'	630.50'

V:\420016 - VICTORY LOGISTICS\420016-01-002 (SUR) - VICTORY LOGISTICS - CERESOLA\SURVEY\DWG\V-ALTA-MARKIV-CERESOLA.DWG <KGERMAN> 1/20/2025 11:56 AM

Vicinity Map



VICINITY MAP
NOT TO SCALE

Proof of Property Tax Payment

Tax Account 021-031-13

Owners

M4 VICTORY POWER QOZB LLC
4450 MACARTHUR BLVD 2ND FLR
FERNLEY, NV 89408-0000

Account Summary

Account ID	021-031-13
Account Type	Real Estate
Location	0 FERNLEY
Balance	\$0.00
Currently Due	\$0.00

No payment currently due.

This account has a balance of \$0.00. No payment can be made.

Current Year

Description	2025/2026 REAL ESTATE TAXES
Original	\$150.22
Total	\$150.22
Paid	\$150.22
Balance	\$0.00
Due	\$0.00
Ad Valorem Tax Rate	2.9816
Tax District	6.1 (North Lyon Fire - Non City)
Tax Cap	100% High 8.0%
Tax Cap Type	Other

Installments

#	Due Date	Penalty Date	Status	Original Total	Penalty	Interest	Total	Paid	Total Due
1	08/18/2025	08/29/2025	Paid	\$39.22	\$0.00	\$0.00	\$39.22	\$39.22	\$0.00
2	10/06/2025	10/17/2025	Paid	\$37.00	\$0.00	\$0.00	\$37.00	\$37.00	\$0.00
3	01/05/2026	01/16/2026	Paid	\$37.00	\$0.00	\$0.00	\$37.00	\$37.00	\$0.00
4	03/02/2026	03/13/2026	Paid	\$37.00	\$0.00	\$0.00	\$37.00	\$37.00	\$0.00

#	Due Date	Penalty Date	Status	Original Total	Penalty	Interest	Total	Paid	Total Due
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Past Years

Description	Original	Penalty	Interest	Paid	Balance	Due	Tax Rate	Tax District
2024/2025 REAL ESTATE TAXES	\$139.19	\$0.00	\$0.00	\$139.19	\$0.00	\$0.00	2.9810	6.1

Special Assessments and Other Fees

Year	Code	Description	Amount	Paid	Balance	Due
2025-2026	S33	Fernley Groundwater	1.03	1.03	.00	.00
2024-2025	S33	Fernley Groundwater	1.05	1.05	.00	.00

Tax Bill and Payment History

Date	Type	Billed to / Payer Name / Note	Amount	Balance
09/03/2025	PAYMENT	M4 NEW FERNLEY QOZB LLC PNP WF - 181885207	\$-111.00	\$0.00
08/15/2025	PAYMENT	M4 NEW FERNLEY QOZB LLC PNP WF - 180970372	\$-39.22	\$111.00
07/11/2025	BILL	M4 VICTORY QOZB LLC	\$150.22	\$150.22
08/22/2024	PAYMENT	CERESOLA BROTHERS LLC CHECK 1114	\$-139.19	\$0.00
07/16/2024	BILL	CERESOLA BROTHERS LLC	\$139.19	\$139.19



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 15, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Treston Rodriguez

FINANCIAL IMPACT:

Yes: No: x

CURRENTLY BUDGETED:

Yes: No: x

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance
Motion

AGENDA ITEM:

(For Possible Action) Discussion and possible action regarding CA25012 and 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 meeting, the Planning Commission voted 7-0 to recommend approval of this item.

RECOMMENDED MOTION:

"Considering the information provided by staff presentations and in the staff report, I move to approve Bill #377 associated with CA25012 amending the adjacency development standards contained in Title 32, Chapter 9, Section 30."

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 377 associated with CA25012 amending the adjacency development standards 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 Bill 377 associated with CA25012 amending the adjacency development standards contained in Title 32, Chapter 9, Section 30 with the following modifications:

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

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 via published legal ad in the Reno-Gazette Journal on December 31st, 2025. Due to further legal and internal review, the item was continued at the January 14th Planning Commission meeting. A public hearing will be held at the March 11th Planning Commission 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 continuous 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.

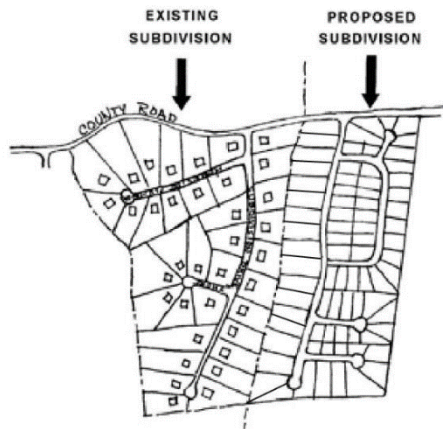
(d) *Lot adjacency and transition standards—Single-family residential.*

(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:

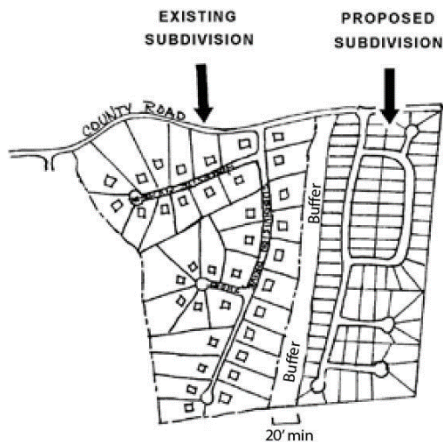
- a. *Transition.* New subdivision lots adjacent to existing subdivision lots shall match the rear yard setbacks per base zoning, not exceed the number of stories of the existing adjacent homes and shall not exceed a 50-percent reduction in lot size of the existing subdivision lots. If existing subdivision lots are less than half acre, no transition is required.

Figure 32.09.030-1 - Lot Size Transition



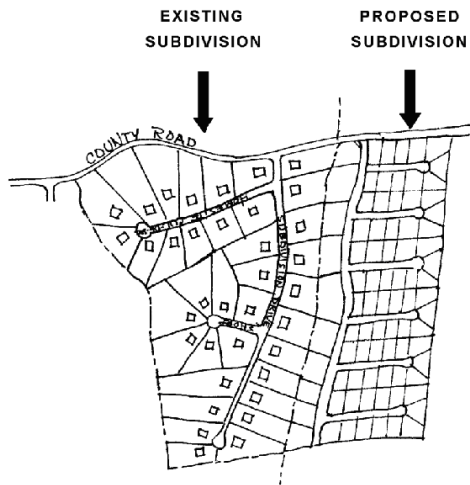
- b. *Buffering.* A "buffer zone" shall be established and shall be a minimum of 20 feet wide. The buffer zone may be common open space for the proposed subdivision and shall include at least one of the following improvements: paths, trails, drainageways, landscaping, berms, or other subdivision amenities. 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.

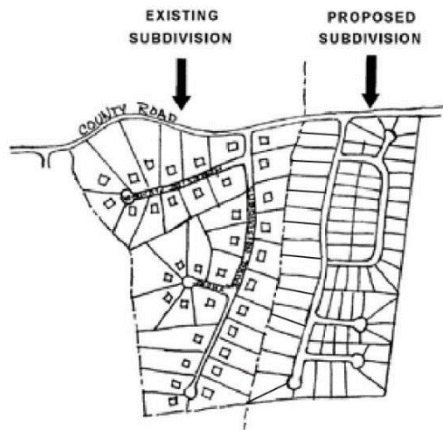
~~(1) To provide adequate transition between varying sizes of single-family residential parcels designated one dwelling unit per five acres to one dwelling unit per acre, the minimum adjacent lot size shall be one acre, unless approved otherwise by the administrator.~~

(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, on lots where any portion of the following methods shall be utilized:

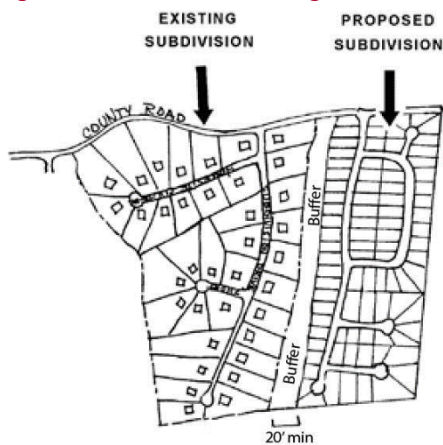
a.—Transition. New subdivision lots adjacent to existing subdivision lots shall match the rear yard setbacks per base zoning, not exceed the number of stories of the existing adjacent homes and shall not exceed a 50-percent reduction in lot size of the existing subdivision lots. If existing subdivision lots are less than half acre, no transition is required.

Figure 32.09.030-1--Lot Size Transition



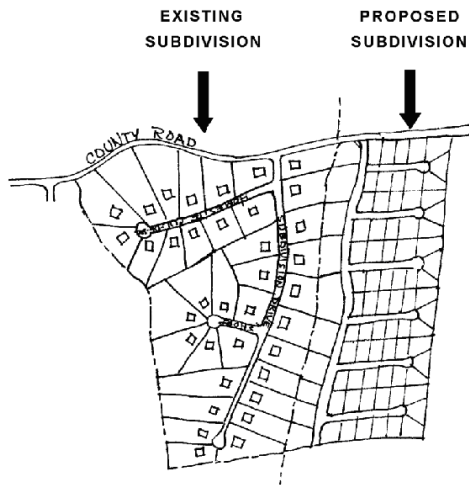
b.(2) Buffering. A "buffer zone" shall be established and shall be subdivision's exterior boundary shares a minimum of 20 feet wide. The buffer zone may be common open-space for the proposed subdivision and shall include at least one of the following improvements: paths, trails, drainageways, landscaping, 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 buffering boundary 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 15, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Mitzi Carter, Human Resource Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

100-412, 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. Salary Adjustment for Mayor and City Council Redline Version
2. Bill 382

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:

**BILL #382
CITY OF FERNLEY
ORDINANCE #2026-012**

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.

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

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.

Section 1: Chapter 8, 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: 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.

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. 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 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 #382 BEING HEREBY PROPOSED on the 1st day of April 2026.

BILL #382 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