City of Fernley



NEVADA

AGENDA
Regular Meeting
City Council
Wednesday, June 17, 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 Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

2.4. Possible Action to Approve the Will-Serve Request from Pilot Travel Centers, LLC - Tenant Improvements for 0.52 ERC's for Water and 3.04 ERC's for Sewer for Lyon County Parcel 021-061-34 located at 465 Pilot Road, Fernley, NV 89408.

2.5. Possible Action to authorize the execution of the Water Rights Banking and Dedication Agreement with STEPPING STONES OF FERNLEY, LLC, APN 021-331-40, TCID serial number 1059-13 in the amount of 10.08 acre feet annually.

2.6. For Possible Action: For approval of an amendment to the City of Fernley's Personnel Policies and Procedures by adding a new Section, "6.16. Paid Parental Leave" to Section 6. "Leave Plans".

2.7. Possible action to approve the award of the 2026-2027 Annual Materials Supplier Contract to Western Nevada Supply in an amount not to exceed the unit pricing listed in the attached inventory pricing list.

2.8. Discussion and Possible action to approve a contract with Lumos & Associates in an amount not to exceed $195,800.00 for engineering services for the Rolling Meadows Lift Station Rehabilitation.

2.9. (For Possible Action) to approve acceptance of public infrastructure associated with the Sunrise Trails Phase 1 project.

2.10. (For Possible Action) to approve acceptance of public infrastructure associated with the Panda Express project.

2.11. (For Possible Action) to approve acceptance of public infrastructure associated with the River Ranch Apartments project.

2.12. (For Possible Action) to approve acceptance of infrastructure associated with the Victory Logistics D-1 Pond Relocation project.

2.13. (For Possible Action) to approve acceptance of public infrastructure associated with the Fernley Justice Court project.

2.14. Possible action to authorize the execution of the Water Right Banking and Dedication Agreement with DNC WEST COAST PROPERTIES LLC, APN 020-032-03, TCID serial number 1031-A-A in the amount of 1.215 acre feet.

2.15. Discussion and possible action to approve a professional services contract with Shaw Engineering. The contract will provide design services including permitting, geotechnical

investigation, easement establishment and bidding support for the South Arm Interceptor, Phase 1 project. The cost of the contract is $649,900.00.

2.16. (For Possible Action) to approve acceptance of public infrastructure associated with the Tractor Supply project.

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

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

4. PROCLAMATIONS BY THE MAYOR

5. PRESENTATIONS

5.1. Presentation by Matrix Design Group to introduce the Comprehensive Master Plan 2050 update and provide an overview of the process, estimated timeline, and anticipated community outreach.

6. PUBLIC HEARINGS

6.1. (For Possible Action) Discussion and Second Reading of Bill #385, associated with PD05-06MOD, a Major Modification to the handbook associated with the Friendly 5 Planned Development requested by Scott Berge to modify : 1) the proposed arterial roadway connection from the northern boundary of the development to U.S. Highway 50, 2) adding a new section to the handbook to establish design standards and requirements for the arterial roadway connection, and 3) revising Condition 4.K to modify the timing requirement for construction of the roadway connection, along with other clarifying revisions. The subject site is generally located on both the north and south sides of Farm District Road, approximately 800 linear feet east of its intersection with Jessica Lane.

6.2. (Discussion and Possible Action) Second reading and Adoption of Bill #387 amending Fernley Municipal Code Title 2, Administration, Chapter 8, May and City Council, Section 2.08.01, Salaries and annual increases by adjusting the salary for the Mayor and City Council.

6.3. (For Possible Action) Discussion and second reading of Bill #386, an Ordinance establishing the Fernley Power District as a municipal electric utility of the City of Fernley pursuant to NRS 266.290; setting forth the public utility proposed to be established, the estimated cost thereof, and the proposed manner and terms of payment; defining the initial service area within the victory logistics district; establishing the Fernley Power District board as the governing body of the district and prescribing its composition, member selection, and powers and duties; delegating to the board administrative and regulatory authority over the district; and other matters properly related thereto.

7. ORDINANCES

7.1.

(For Possible Action) Discussion and first reading regarding DA22002AMD1, an amendment to a Development Agreement associated with Sherwood Village requested by 890 Fremont Street, LP to reflect changes in the project form and layout of the proposed development. The subject site consists of approximately ± 26.47 acres, is designated Mixed Residential in the Master Plan and zoned MDR14 (Medium Density Residential, maximum 14 du/ac), and is generally located north of Fremont Street, south of U.S. Interstate 80, west of Wildwood Drive, and east of Vine Street, Fernley, Nevada (APNs: 021-092-05, 021-092-23, 021-092-26, 021-092-27, 021-092-55, 021-092-58, 021-092-59, 021-092-60).

8. STAFF REPORTS

8.1. Discussion and Possible Action to canvass the vote from the June 9, 2026, Primary Election per NRS 293.387.

8.2. (For Possible Action) Review and discussion of two potential Zoning Code Amendments regulating data centers within the City of Fernley.

9. RESOLUTIONS

9.1. (For possible action) Discussion and possible action to approve resolution #26-012 to commit $3,996,000 of the City of Fernley's fiscal year 2026 general fund ending fund balance for the design and construction of capital projects and purchase of capital equipment approved in the fiscal year 2027 Capital Improvement Plan that was presented as part of the final budget.

9.2. (For possible action) Discussion and possible action to approve resolution #26-013 amending the City of Fernley Cost Allocation Plan.

10. ITEMS REQUESTED BY CITY COUNCIL MEMBERS

10.1. Possible action to request staff to cease work on the preparation of the title 16 rewrite and to create an ordinance allowing a civil penalty for existing code violations as an alternate to current criminal penalities.

11. PUBLIC FORUM

12. ADJOURNMENT

Next Meeting: July 15th @ 5pm

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
ADAPCO, INC								
1751	ADAPCO, INC	SI301004083	Larvicide	05/29/2026	8,382.00	06/05/2026	100-528-617 Chemical Supplies	526
1751	ADAPCO, INC	SI301004085	Larvicide	05/29/2026	2,086.00	06/05/2026	100-528-617 Chemical Supplies	526
1751	ADAPCO, INC	SI301004137	Larvicide	06/08/2026	8,374.40		100-528-617 Chemical Supplies	626
	Total 1751:				18,842.40			
ANIMAL CARE CENTER								
245	ANIMAL CARE CENTER	5039	C095039 Venom Martinez	06/01/2026	335.62		100-525-322 Prof Serv-Other	626
	Total 245:				335.62			
AQUA BACKFLOW, INC								
8934	AQUA BACKFLOW, INC	2026-0159	Cross Connection Control Program Management Services	06/02/2026	351.50		510-810-320 Prof Serv-Engineering	626
	Total 8934:				351.50			
ASPEN DEVELOPERS CORP								
8671	ASPEN DEVELOPERS CORP	Pay Req #2	Fernley EWWTP Pond 4A & 4B Relining Project	04/27/2026	235,298.34		520-166100 Construction In Progress	426
	Total 8671:				235,298.34			
AT&T								
13	AT&T	28574 MAY 26	131 252-7192 857 4	05/02/2026	308.16	05/26/2026	100-417-530 Communications	526
13	AT&T	28574 MAY 26	131 252-8129 614 5	05/02/2026	230.00	05/26/2026	100-417-530 Communications	526
13	AT&T	81650 MAY 26	775-835-8598 165 0	05/26/2026	2,926.03	06/18/2026	100-417-530 Communications	526
13	AT&T	98670 MAY 26	775-786-2229 867 0	05/20/2026	1,343.52	06/12/2026	100-417-530 Communications	526
	Total 13:				4,807.71			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343 May 26	815519343 APR 2026	05/04/2026	1,244.16	06/05/2026	100-417-530 Communications	526
	Total 448:				1,244.16			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	50464	DEKA U1 BATTERY 350CCA	05/27/2026	74.00	06/05/2026	100-480-610 Automotive Supplies	526

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 8868:				74.00			
BATTERIES PLUS								
16	BATTERIES PLUS	P91445288	PS HSPS UPS Batteries	04/29/2026	999.80	06/05/2026	510-840-614 Shop Supplies	426
	Total 16:				999.80			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	24294/5	Keys (single cut)	05/19/2026	19.90	06/05/2026	510-810-614 Shop Supplies	526
20	BIG R OF FERNLEY	24298/5	Painters tape and paint roller tray	05/20/2026	27.98	06/05/2026	100-417-600 General Supplies	526
20	BIG R OF FERNLEY	24304/5	Service kit (KM131R)	05/21/2026	23.99	06/05/2026	100-575-600 General Supplies	526
20	BIG R OF FERNLEY	24310/5	Fuel mix, 16x24 steel framing square, 200' channel lock reel,	05/22/2026	94.45	06/05/2026	100-575-600 General Supplies	526
20	BIG R OF FERNLEY	24312/5	Lock Clasp/ Hillman fasteners (assorted)	05/22/2026	24.29	06/05/2026	100-475-600 General Supplies	526
20	BIG R OF FERNLEY	24314/5	Christy's hot glue (1/4 pt) and 1-1/4"" x 3/4"" red SPIG x FIPT	05/22/2026	26.95	06/05/2026	510-810-614 Shop Supplies	526
20	BIG R OF FERNLEY	24315/5	Brass hex bushing (1/2M x 3/8F)	05/22/2026	4.59	06/05/2026	100-475-600 General Supplies	526
20	BIG R OF FERNLEY	24316/5	PVC couplings and adapters	05/22/2026	11.96	06/05/2026	510-810-614 Shop Supplies	526
20	BIG R OF FERNLEY	24347/5	Plumbing fittings and cement (2-1/2"" male MIPT x SOC adap	05/26/2026	14.98	06/05/2026	520-810-600 General Supplies	526
20	BIG R OF FERNLEY	24349/5	Teflon paste, PVC cement, purple primer, and 2-1/2"" PVC fitti	05/26/2026	40.95	06/05/2026	520-810-600 General Supplies	526
20	BIG R OF FERNLEY	24351/5	VP fuel 50:1 gallon and assorted grade 5 bolts/nuts/washers	05/27/2026	30.98	06/05/2026	100-575-600 General Supplies	526
20	BIG R OF FERNLEY	24352/5	Niagara water (16.9oz) (24pk), clear plastic film/sheeting, box	05/27/2026	100.19	06/05/2026	100-575-600 General Supplies	526
20	BIG R OF FERNLEY	24359/5	Shop towels, caution tape, degreasing wipes, screws, compre	05/28/2026	154.40	06/05/2026	100-575-600 General Supplies	526
20	BIG R OF FERNLEY	24371/5	Gorilla mounting tape 1"" x 60""	06/01/2026	9.99	06/05/2026	100-417-600 General Supplies	626
20	BIG R OF FERNLEY	24374/5	JB Kwik Weld 2oz	06/01/2026	11.98	06/05/2026	100-475-600 General Supplies	626
20	BIG R OF FERNLEY	24382/5	ZEP purple degreaser (1gal)	06/02/2026	12.99	06/05/2026	100-575-600 General Supplies	626
20	BIG R OF FERNLEY	24383/5	Blue spray dye (gal)	06/02/2026	79.99	06/05/2026	100-528-617 Chemical Supplies	626
20	BIG R OF FERNLEY	24389/5	Propane	06/03/2026	177.66	06/05/2026	100-575-623 Propane	626
20	BIG R OF FERNLEY	24389/5	Hydro Buffalo driver gloves, base repair kit, and 10"" 5000# si	06/03/2026	71.93	06/05/2026	100-575-600 General Supplies	626
20	BIG R OF FERNLEY	24390/5	Honda generator and nylon braid mason line	06/03/2026	2,802.97		100-528-605 Minor Equipment	626
20	BIG R OF FERNLEY	24411/5	Hardware	06/08/2026	6.99		100-417-600 General Supplies	626
20	BIG R OF FERNLEY	24414/5	Ant & roach spray - Parks	06/08/2026	17.67		100-575-617 Chemical Supplies	626
20	BIG R OF FERNLEY	24419/5	Black iron plumbing fittings (3/4"" elbows, coupling, nipples) fo	06/09/2026	13.33		100-480-610 Automotive Supplies	626
20	BIG R OF FERNLEY	24422/5	Annual Boot Allowance D. Hearn	06/09/2026	164.95		100-475-616 Safety Supplies	626
	Total 20:				3,946.06			
BLUE BEACON INC								
200	BLUE BEACON INC	5192331	VacCon washed	05/31/2026	117.60		520-810-420 Outside Services	526
	Total 200:				117.60			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	40326-3	City of Fernley 25th Anniversary shirts and hoodies	06/01/2026	4,536.73		100-412-650 Community Support	626
6970	BOB'S PRINTING AND SIGNAGE	51526-1	PERFORATED BILLING PAPER	06/09/2026	1,207.11		510-810-550 Printing and Postage	626

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
6970	BOB'S PRINTING AND SIGNAGE	51526-1	PERFORATED BILLING PAPER	06/09/2026	1,207.14		520-810-550 Printing and Postage	626
6970	BOB'S PRINTING AND SIGNAGE	51526-2	#10 BILLING ENVELOPES	06/09/2026	1,806.25		510-810-550 Printing and Postage	626
6970	BOB'S PRINTING AND SIGNAGE	51526-2	#10 BILLING ENVELOPES	06/09/2026	1,806.25		520-810-550 Printing and Postage	626
6970	BOB'S PRINTING AND SIGNAGE	51526-4	Business cards & nameplates – J. Umbach, Assistant Planner	06/02/2026	112.40		100-610-600 General Supplies	626
6970	BOB'S PRINTING AND SIGNAGE	52126-1	General Case Workflow foamcore poster	05/28/2026	30.00		100-615-550 Printing and Postage	526
6970	BOB'S PRINTING AND SIGNAGE	52226-1	Community Development Program Manager office nameplate	05/28/2026	27.40		100-413-550 Printing and Postage	526
	Total 6970:				10,733.28			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	11755696	Wipes, paper towels, tissue, Lysol	05/22/2026	511.02	06/05/2026	100-417-612 Building Maint Supplies	526
8837	BRADY INDUSTRIES OF NEVADA LLC	11781074	Trash Bags	05/29/2026	180.54	06/05/2026	100-417-612 Building Maint Supplies	526
	Total 8837:				691.56			
CALIFORNIA STATE CONTROLLERS OFFICE								
8839	CALIFORNIA STATE CONTROLLERS OFFICE	SEPT 2025	UNCLAIMED PROPERTY REMITTANCE TO CA REPORT ID	09/30/2025	50.00	06/05/2026	100-228201 Unclaimed Vendor Check	925
8839	CALIFORNIA STATE CONTROLLERS OFFICE	SEPT 2025	UNCLAIMED PROPERTY REMITTANCE TO CA REPORT ID	09/30/2025	260.08	06/05/2026	510-228201 Unclaimed Deposit Refund Check	925
8839	CALIFORNIA STATE CONTROLLERS OFFICE	SEPT 2025	UNCLAIMED PROPERTY REMITTANCE TO CA REPORT ID	09/30/2025	221.36	06/05/2026	520-228201 Unclaimed Deposit Refund Check	925
	Total 8839:				531.44			
CARE FLIGHT								
7204	CARE FLIGHT	MEM-218	HEALTH INSURANCE/CARE FLIGHT- T. NORRIS	06/08/2026	11.25		100-475-322 Prof Serv-Other	626
	Total 7204:				11.25			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	AJ 4135M	COBRA PX650 6 PACK RADIO WITH DOCK	05/19/2026	247.27	06/05/2026	100-413-605 Minor Equipment	526
27	CDW GOVERNMENT INC.	AJ5C14V	Monitors for T. Livingston	05/27/2026	308.73	06/05/2026	100-415-605 Minor Equipment	526
27	CDW GOVERNMENT INC.	AJ5GG3C	Monitors - IT minor equipment	05/27/2026	338.38		100-418-605 Minor Equipment	526
	Total 27:				894.38			
CERRIS SYSTEMS RENO, INC.								
9033	CERRIS SYSTEMS RENO, INC.	8222	PS Install new motor sheaves on 7-001 & 7-002	06/02/2026	1,705.00	06/05/2026	510-840-424 Outside Serv-HVAC	626
	Total 9033:				1,705.00			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	156824401052126	24401 5/28-06/27/26 355 Cottonwood	05/21/2026	129.98		100-417-530 Communications	526
	Total 4479:				129.98			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	5/2026	WATER-CREDIT CARD PROCESSING FEES 6181757	05/31/2026	3,729.47	06/10/2026	510-810-609 Credit Card Fees	526
8637	CHASE PAYMENTECH MERCHANT SERVICES	5/2026	FINANCE-CREDIT CARD PROCESSING FEES 6291058	05/31/2026	105.76	06/10/2026	100-415-609 Credit Card Fees	526
8637	CHASE PAYMENTECH MERCHANT SERVICES	5/2026	FINANCE-CREDIT CARD PROCESSING FEES 6291057	05/31/2026	1,451.91	06/10/2026	100-415-609 Credit Card Fees	526
8637	CHASE PAYMENTECH MERCHANT SERVICES	5/2026	SEWER-CREDIT CARD PROCESSING FEES 6181757	05/31/2026	3,729.46	06/10/2026	520-810-609 Credit Card Fees	526
	Total 8637:				9,016.60			
DAHL, RACHEL								
9140	DAHL, RACHEL	FMC0.26MAY - 025	1/4 Page Ad - Employee Spotlight The Fernley Reporter	05/26/2026	175.00	06/05/2026	100-413-540 Advertising	526
9140	DAHL, RACHEL	FMC0.26MAY - 025	1/4 Page Ad - E 1/8 Page Ad - Craft Fair 25TH ann	05/26/2026	99.00	06/05/2026	100-412-650 Community Support	526
	Total 9140:				274.00			
DC RANDALL CORPORATION								
9123	DC RANDALL CORPORATION	4213	PS Electrical repairs	05/27/2026	1,095.70	06/05/2026	510-840-428 Outside Serv-Electrical	526
	Total 9123:				1,095.70			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	060726	PER DIEM T. HALL FOR ICC TRAINING IN SACRAMENTO	06/07/2026	365.00		100-605-582 Travel	626
8639	EMPLOYEES, CITY OF FERNLEY	1536-6498	REIMB FOR E NOTARY FEE C. ANGUS	06/02/2026	25.00	06/05/2026	100-414-322 Prof Serv-Other	626
8639	EMPLOYEES, CITY OF FERNLEY	26.5.26	REIMB FOR ANNUAL BOOTS- T. NORRIS	05/26/2026	250.00	06/05/2026	100-475-616 Safety Supplies	526
8639	EMPLOYEES, CITY OF FERNLEY	5262026	REIMB FOR 25TH ANNIVERSARY SUPPLIES, POSTER FR	05/26/2026	100.33	06/05/2026	100-412-650 Community Support	526
8639	EMPLOYEES, CITY OF FERNLEY	52626	REIMB FOR 25TH ANNIVERSARY SUPPLIES, TIARA	05/26/2026	16.05	06/05/2026	100-412-650 Community Support	526
8639	EMPLOYEES, CITY OF FERNLEY	52626	REIMB FOR 25TH ANNIVERSARY SUPPLIES, TIARA & SAS	05/26/2026	27.70	06/05/2026	100-412-650 Community Support	526
8639	EMPLOYEES, CITY OF FERNLEY	52626	REIMB FOR 25TH ANNIVERSARY SUPPLIES, JEWLERY S	05/26/2026	32.13	06/05/2026	100-412-650 Community Support	526
8639	EMPLOYEES, CITY OF FERNLEY	60126	PER DIEM T. LIVINGSTON GRANT SUMMIT EUREKA NV	06/01/2026	79.00	06/05/2026	100-413-582 Travel	626
	Total 8639:				895.21			
FERNLEY 4th OF JULY INC								
53	FERNLEY 4th OF JULY INC	26.04.06	REFUND FOR LIGHT RENTALS	06/01/2026	352.00	06/05/2026	100-475-441 Rentals	626
	Total 53:				352.00			
FERNLEY ART & CULTURE EVENT SQUAD								
8729	FERNLEY ART & CULTURE EVENT SQUAD	MO06032026	FERNLEY ACES M3 FESTIVAL FOR MURALS AT OTP, ALL	06/03/2026	6,500.00	06/05/2026	100-412-650 Community Support	626
	Total 8729:				6,500.00			
FERNLEY CHAMBER OF COMMERCE								
513	FERNLEY CHAMBER OF COMMERCE	7482	Quarterly Luncheon - Jessica Murdock 6/3/26	05/26/2026	25.00		100-413-582 Travel	526
513	FERNLEY CHAMBER OF COMMERCE	7482	Ambassador Breakfast - Jessica Murdock 5/26/26	05/26/2026	10.00		100-413-582 Travel	526

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
513	FERNLEY CHAMBER OF COMMERCE	7484	Chamber Luncheon - Carson	05/27/2026	25.00		100-415-582 Travel	526
513	FERNLEY CHAMBER OF COMMERCE	7484	Chamber Luncheon -Rambo	05/27/2026	25.00		100-610-580 Training	526
513	FERNLEY CHAMBER OF COMMERCE	7484	Chamber Luncheon -Hanan	05/27/2026	25.00		100-412-582 Travel	526
513	FERNLEY CHAMBER OF COMMERCE	7484	Chamber Luncheon - Homme	05/27/2026	25.00		100-412-582 Travel	526
513	FERNLEY CHAMBER OF COMMERCE	FY 25-26 R2a	Fernley Public Market R2 FY25-26 Jan–June 2026	06/01/2026	1,606.87	06/05/2026	225-575-650 Community Support	626
	Total 513:				1,741.87			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-4612142	GASOLINE-WTP	05/15/2026	236.65	06/05/2026	510-840-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4612142	GASOLINE-COURT	05/15/2026	158.72	06/05/2026	100-425-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4612142	GASOLINE-FACILITIES	05/15/2026	737.93	06/05/2026	100-417-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4612142	GASOLINE-WD	05/15/2026	1,610.26	06/05/2026	510-810-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4612142	GASOLINE-FLEET	05/15/2026	290.55	06/05/2026	100-480-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4612142	GASOLINE-CODE ENFORCEMENT	05/15/2026	60.60	06/05/2026	100-615-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4612142	GASOLINE-VECTOR	05/15/2026	194.95	06/05/2026	100-528-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4612142	GASOLINE-STREETS	05/15/2026	1,848.96	06/05/2026	100-475-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4612142	GASOLINE-BUILDING	05/15/2026	343.38	06/05/2026	100-605-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4612142	GASOLINE-PARKS	05/15/2026	720.66	06/05/2026	100-575-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4612142	GASOLINE-WW	05/15/2026	1,080.99	06/05/2026	520-810-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4612142	GASOLINE-ANIMAL CONTROL	05/15/2026	425.54	06/05/2026	100-525-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4623674	GASOLINE-WD	05/31/2026	1,935.49		510-810-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4623674	GASOLINE-WTP	05/31/2026	126.19		510-840-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4623674	GASOLINE-COURT	05/31/2026	214.60		100-425-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4623674	GASOLINE-PARKS	05/31/2026	627.90		100-575-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4623674	GASOLINE-WW	05/31/2026	1,602.15		520-810-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4623674	GASOLINE-ANIMAL CONTROL	05/31/2026	620.77		100-525-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4623674	GASOLINE-FLEET	05/31/2026	81.40		100-480-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4623674	GASOLINE-CODE ENFORCEMENT	05/31/2026	143.72		100-615-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4623674	GASOLINE-FACILITIES	05/31/2026	654.53		100-417-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4623674	GASOLINE-VECTOR	05/31/2026	80.51		100-528-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4623674	GASOLINE-STREETS	05/31/2026	1,779.04		100-475-626 Gasoline	526
18	FLYERS ENERGY, LLC	CFS-4623674	GASOLINE-BUILDING	05/31/2026	255.14		100-605-626 Gasoline	526
	Total 18:				15,830.63			
GOPHER CONSTRUCTION INC								
202	GOPHER CONSTRUCTION INC	38411	Black Mountain Type II Base - Water Distribution	05/14/2026	126.60	06/05/2026	510-810-431 Outside Serv-Road Maint	526
202	GOPHER CONSTRUCTION INC	38467	Black Mountain Type II Base - Yard	05/21/2026	772.56	06/05/2026	100-475-600 General Supplies	526
202	GOPHER CONSTRUCTION INC	38481	Black Mountain Class A Sand & Type II Base - Yard	05/26/2026	636.48	06/05/2026	510-810-431 Outside Serv-Road Maint	526
	Total 202:				1,535.64			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
GRAINGER								
252	GRAINGER	9935657578	PS entrance mats and janitorial supplies	06/01/2026	944.30	06/05/2026	510-840-614 Shop Supplies	626
252	GRAINGER	9940509798	pipe thread sealant, pads, beakers	06/04/2026	560.92		510-840-614 Shop Supplies	626
	Total 252:				1,505.22			
GRANITE CONSTRUCTION CO								
64	GRANITE CONSTRUCTION CO	3208967	Cold Mix	05/12/2026	792.45	06/05/2026	100-475-600 General Supplies	526
64	GRANITE CONSTRUCTION CO	3219369	Cold Mix	05/26/2026	979.34	06/05/2026	100-475-600 General Supplies	526
	Total 64:				1,771.79			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	748587655	COMMUNICATIONS JUNE 2026	06/01/2026	429.41	06/08/2026	100-417-530 Communications	626
	Total 8838:				429.41			
GUNDERSON LAW FIRM								
9105	GUNDERSON LAW FIRM	101102	outside legal criminal	05/22/2026	522.50	06/05/2026	100-414-310 Prof Serv-Legal	526
	Total 9105:				522.50			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	80210	BALL HEX KEY 9PC 1.5-10MM & BRAKE CALIPER TOOL S	05/27/2026	45.94	06/05/2026	100-480-600 General Supplies	526
	Total 8987:				45.94			
HACH COMPANY								
406	HACH COMPANY	15029594	lab supplies	06/03/2026	153.30	06/05/2026	510-840-614 Shop Supplies	626
	Total 406:				153.30			
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-063	3721P GROUP HEALTH INSURANCE	06/01/2026	108,116.88	06/05/2026	100-217000 HEALTH INSURANCE PAYABLE	626
	Total 4842:				108,116.88			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	JUNE 2026-1 S. KIM	W/HOLD TAX PAYABLE, PAYROLL	06/01/2026	1,547.05	06/02/2026	100-212000 FEDERAL WITHHOLDING PAYAB	626
7879	INTERNAL REVENUE SERVICE	JUNE 2026-1 S. KIM	MED TAX PAYABLE, PAYROLL	06/01/2026	277.26	06/02/2026	100-211000 FICA PAYABLE	626
7879	INTERNAL REVENUE SERVICE	MAY 2026-3	MED TAX PAYABLE, PAYROLL	05/29/2026	8,717.46	06/01/2026	100-211000 FICA PAYABLE	526
7879	INTERNAL REVENUE SERVICE	MAY 2026-3	FICA TAX PAYABLE, PAYROLL	05/29/2026	145.04	06/01/2026	100-211000 FICA PAYABLE	526
7879	INTERNAL REVENUE SERVICE	MAY 2026-3	W/HOLD TAX PAYABLE, PAYROLL	05/29/2026	33,386.80	06/01/2026	100-212000 FEDERAL WITHHOLDING PAYAB	526

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 7879:				44,073.61			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	903852-IN	OIL FOR FLEET	05/21/2026	529.07	06/05/2026	100-480-610 Automotive Supplies	526
	Total 4329:				529.07			
ISOLVED INC								
8862	ISOLVED INC	1152672171	Cobra B Marchant 3/1/26-3/31/26	04/03/2026	33.76	06/05/2026	100-413-322 Prof Serv-Other	426
8862	ISOLVED INC	I153973491	Cobra B Marchant 5/1/26-5/31/26	06/03/2026	33.76		100-413-322 Prof Serv-Other	626
	Total 8862:				67.52			
JAK NEVADA LLC								
9133	JAK NEVADA LLC	3- MAY 26	1 truck wash- Vector	06/02/2026	8.00	06/05/2026	100-575-420 Outside Services	626
9133	JAK NEVADA LLC	3- MAY 26	2 truck wash- Wastewater	06/02/2026	31.50	06/05/2026	520-810-420 Outside Services	626
	Total 9133:				39.50			
JOHNSON CONTROLS BUILDING SOLUTIONS LLC								
8667	JOHNSON CONTROLS BUILDING SOLUTIONS LLC	25406176	Suppression gas fire protection system inspection/test	05/20/2026	600.00	06/05/2026	100-417-430 Outside Serv-Repair & Maint	526
8667	JOHNSON CONTROLS BUILDING SOLUTIONS LLC	25443521	PS City Hall fire alarm monitoring	06/01/2026	447.30	06/05/2026	100-417-420 Outside Services	626
	Total 8667:				1,047.30			
LAW OFFICE OF BETSY ALLEN								
9102	LAW OFFICE OF BETSY ALLEN	3	Indigent Fee Inv 3 25CR00124 FMC C. Langham 3/10/26-5/1	05/14/2026	3,026.70	06/05/2026	100-413-315 Prof Serv-Conflict Council	526
	Total 9102:				3,026.70			
LB FENCE COMPANY								
8631	LB FENCE COMPANY	2437	Gate clickers programming - City Hall North Gate	05/26/2026	385.50	06/05/2026	100-417-430 Outside Serv-Repair & Maint	526
	Total 8631:				385.50			
LICKETY SPLIT EXPRESS WASH, LLC								
9051	LICKETY SPLIT EXPRESS WASH, LLC	#10 BLD MAY 26	3 car washes	05/31/2026	33.00	06/05/2026	100-605-420 Outside Services	526
9051	LICKETY SPLIT EXPRESS WASH, LLC	#12 COURT MAY 26	1 car wash	05/31/2026	11.00	06/05/2026	100-425-322 Prof Serv-Other	526
9051	LICKETY SPLIT EXPRESS WASH, LLC	#3 STREETS MAY 26	1 truck wash	05/31/2026	11.00	06/05/2026	100-475-420 Outside Services	526
9051	LICKETY SPLIT EXPRESS WASH, LLC	#4 WD MAY 26	1 truck wash Dirty Dog and 4 truck washes Quick Lick	05/31/2026	63.00	06/05/2026	510-810-420 Outside Services	526
9051	LICKETY SPLIT EXPRESS WASH, LLC	#8 WW MAY 26	1 truck wash	05/31/2026	11.00	06/05/2026	520-810-420 Outside Services	526

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9051:					129.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	73631	Paint rollers, edger tray, gloves, aerosol cleaners	05/11/2026	206.34	06/05/2026	510-810-614 Shop Supplies	526
7650	LOWES CREDIT SERVICES	78825	Kordell-Gloves and drill/driver bit set	05/13/2026	18.74	06/05/2026	510-840-600 General Supplies	526
7650	LOWES CREDIT SERVICES	78825	Kordell-Gloves and drill/driver bit set	05/13/2026	37.49	06/05/2026	520-810-600 General Supplies	526
7650	LOWES CREDIT SERVICES	78825	Kordell-Gloves and drill/driver bit set	05/13/2026	18.74	06/05/2026	510-810-600 General Supplies	526
7650	LOWES CREDIT SERVICES	83569	disinfectant, joint compound, air freshener, scale eliminator	05/26/2026	167.02	06/05/2026	510-810-614 Shop Supplies	526
7650	LOWES CREDIT SERVICES	83673	Water electrical supplies	05/26/2026	26.58	06/05/2026	510-810-614 Shop Supplies	526
7650	LOWES CREDIT SERVICES	83866	Paint brushes and art supplies – depot	05/15/2026	69.19		100-417-600 General Supplies	526
7650	LOWES CREDIT SERVICES	84086	Terry towels, mop head, floor marking paint and white markin	05/15/2026	839.54	06/05/2026	100-475-600 General Supplies	526
7650	LOWES CREDIT SERVICES	84094	Return – white marking paint (MRV RETURN 84094)	05/15/2026	512.20-	06/05/2026	100-475-600 General Supplies	526
7650	LOWES CREDIT SERVICES	84336	face shield/hard hat	05/26/2026	110.15	06/05/2026	100-475-616 Safety Supplies	526
7650	LOWES CREDIT SERVICES	84336	electrical receptacles, box covers, outlet tester, blank cover	05/26/2026	59.31	06/05/2026	100-475-600 General Supplies	526
7650	LOWES CREDIT SERVICES	85645	Paint (gloss clear, gloss clear, matte clear) and LED A19 bulb	05/13/2025	53.56		100-417-600 General Supplies	526
7650	LOWES CREDIT SERVICES	88815	Energizer 9V 4-CT batteries - waste water	05/28/2026	17.08	06/05/2026	520-810-600 General Supplies	526
7650	LOWES CREDIT SERVICES	89089	Cleaning supplies: hand sanitizer, disinfectant, wipes, paper t	06/09/2026	166.35		520-810-600 General Supplies	626
7650	LOWES CREDIT SERVICES	91109	Cemetery paint & supplies	05/29/2026	186.22		100-576-600 General Supplies	526
7650	LOWES CREDIT SERVICES	95157	PS 7-mil 9x12 plastic drop cloth and Zinsser BIN primer	05/19/2026	98.76		100-417-600 General Supplies	526
7650	LOWES CREDIT SERVICES	96114	PS SEQB sealing tools	05/20/2026	42.87	06/05/2026	510-840-614 Shop Supplies	526
7650	LOWES CREDIT SERVICES	97079	Kordell-Rigid STL locknuts	05/20/2026	4.88	06/05/2026	510-810-614 Shop Supplies	526
7650	LOWES CREDIT SERVICES	99077	PVC riser extender, PVC adapters and 12-ft 315-PSI PVC pip	06/01/2026	7.73	06/05/2026	520-810-614 Shop Supplies	626
7650	LOWES CREDIT SERVICES	99235	PVC fittings and bucket for wastewater	06/01/2026	22.09	06/05/2026	520-810-600 General Supplies	626
Total 7650:					1,640.44			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	131419	Fernley EWWTP Pond 4A and 4B Relining CM	03/16/2026	11,514.00	06/05/2026	520-166100 Construction In Progress	326
370	LUMOS & ASSOCIATES INC	131751	Fernley EWWTP Pond 4A and 4B Relining CM	04/20/2026	18,152.00	06/05/2026	520-166100 Construction In Progress	426
370	LUMOS & ASSOCIATES INC	131875	Industrial Park Reconstruction	04/22/2026	3,986.25		100-475-745 RTC Reimbursable	426
370	LUMOS & ASSOCIATES INC	131969	Industrial Park Reconstruction	04/23/2026	1,360.00		100-475-745 RTC Reimbursable	426
370	LUMOS & ASSOCIATES INC	132090	Fernley Storm Drain Master Plan Preparation	05/18/2026	16,643.00	06/05/2026	100-475-320 Prof Serv-Engineering	526
370	LUMOS & ASSOCIATES INC	132209	Design - SR 828 Phase 3 Bike Path	05/19/2026	5,125.00	06/05/2026	100-475-730 Improve Other than Buildings	526
370	LUMOS & ASSOCIATES INC	132225	Industrial Park Reconstruction (Design)	05/19/2026	4,584.97	06/05/2026	100-475-745 RTC Reimbursable	526
370	LUMOS & ASSOCIATES INC	132267	Shadow Lane Reconstruction (Closeout)	05/20/2026	1,170.00	06/05/2026	100-475-745 RTC Reimbursable	526
Total 370:					62,535.22			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	TLT May 26	Transient Lodging Tax	05/31/2026	3,716.05	06/05/2026	225-227010 TLT Payable to County	526
Total 106:					3,716.05			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	I31589	PS residual solids hauling	05/22/2026	28,383.42	06/05/2026	510-840-426 Outside Serv-Septic	526
8509	MARSHALL'S SEPTIC CARE	I31592	PS residual solids hauling	05/22/2026	32,632.08	06/05/2026	510-840-426 Outside Serv-Septic	526
8509	MARSHALL'S SEPTIC CARE	I31767	Portable Restroom Maintenance	06/01/2026	160.00	06/05/2026	100-575-430 Outside Serv-Repair & Maint	626
8509	MARSHALL'S SEPTIC CARE	I31768	Portable Restroom Maintenance	06/01/2026	160.00	06/05/2026	100-575-430 Outside Serv-Repair & Maint	626
8509	MARSHALL'S SEPTIC CARE	I31769	Portable Restroom Maintenance	06/01/2026	800.00	06/05/2026	100-575-430 Outside Serv-Repair & Maint	626
8509	MARSHALL'S SEPTIC CARE	I31770	Portable Restroom Maintenance	06/01/2026	320.00	06/05/2026	100-575-430 Outside Serv-Repair & Maint	626
8509	MARSHALL'S SEPTIC CARE	I31771	Portable Restroom Maintenance	06/01/2026	320.00	06/05/2026	100-575-430 Outside Serv-Repair & Maint	626
8509	MARSHALL'S SEPTIC CARE	I31772	Portable Restroom Maintenance	06/01/2026	160.00	06/05/2026	100-575-430 Outside Serv-Repair & Maint	626
8509	MARSHALL'S SEPTIC CARE	I31774	Portable Restroom Maintenance	06/01/2026	160.00	06/05/2026	100-417-430 Outside Serv-Repair & Maint	626
	Total 8509:				63,095.50			
MCCANDLESS TRUCK CENTER LLC								
265	MCCANDLESS TRUCK CENTER LLC	P109008365 : 01	belt tensioner for fire truck	05/18/2026	891.11	06/05/2026	100-480-610 Automotive Supplies	526
	Total 265:				891.11			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	52126	CERTIFIED PRIOR FOR COURT	05/21/2026	13.00	06/05/2026	100-414-322 Prof Serv-Other	526
1111	MISCELLANEOUS ONE TIME VENDOR	52726	REFUND DEPOSIT FOR STOR-ALL CUP23004AMD1	05/27/2026	1,620.00	06/05/2026	100-320-210 Planning and Zoning Fees	526
1111	MISCELLANEOUS ONE TIME VENDOR	60226	CASH BOND RETURN FOR EN2026-012 SEVEN IRON CO	06/02/2026	500.00	06/05/2026	100-228300 Customer Deposits/Bonds - Dev	626
1111	MISCELLANEOUS ONE TIME VENDOR	6126	CIVIL SERVICE OF SUBPOENA	06/01/2026	17.00	06/05/2026	100-414-550 Printing and Postage	626
	Total 1111:				2,150.00			
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	194040	Jasper 4/9/26 (# IE)	04/09/2026	721.40		100-525-322 Prof Serv-Other	426
6660	MOFFITT ANIMAL CLINIC	194040	Cole 4-9-26 (# JE)	04/09/2026	376.61		100-525-322 Prof Serv-Other	426
6660	MOFFITT ANIMAL CLINIC	194087	Cole 4-9-26 (# JE)	04/10/2026	146.05		100-525-322 Prof Serv-Other	426
6660	MOFFITT ANIMAL CLINIC	194641	Jasper 4/9/26 #IE 4/22 & 4/24	04/24/2026	448.96	06/05/2026	100-525-322 Prof Serv-Other	426
6660	MOFFITT ANIMAL CLINIC	194694	Jasper 4/9/26 (# IE)	04/27/2026	223.11	06/05/2026	100-525-322 Prof Serv-Other	426
	Total 6660:				1,916.13			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	47419381	wastewater PVC Y-sediment strainers	05/19/2026	172.62	06/05/2026	520-810-614 Shop Supplies	526
115	MSC INDUSTRIAL SUPPLY CO	50720061	Sqwincher squeeze pops for fleet shop	06/05/2026	103.14		100-480-600 General Supplies	626
	Total 115:				275.76			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	449559	Fleet – SME vinyl fuel tubing	05/21/2026	29.90	06/05/2026	100-480-610 Automotive Supplies	526
58	NAPA AUTO & TRUCK PARTS	449661	Fleet – hydraulic hose fittings and hose	05/22/2026	54.16	06/05/2026	100-480-610 Automotive Supplies	526

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
58	NAPA AUTO & TRUCK PARTS	449852	Parks – TWD fleet part	05/27/2026	19.09	06/05/2026	100-575-600 General Supplies	526
58	NAPA AUTO & TRUCK PARTS	449893	PARTS FOR FLEET-Milwaukee powertool batteries	05/28/2026	226.07	06/05/2026	100-480-610 Automotive Supplies	526
58	NAPA AUTO & TRUCK PARTS	449925	Waste Water - NAPAGOLD fuel filters	05/28/2026	52.32	06/05/2026	520-810-600 General Supplies	526
58	NAPA AUTO & TRUCK PARTS	449968	Fleet – Vactor return credit for antifreeze level sensor	05/29/2026	160.99-	06/05/2026	100-480-610 Automotive Supplies	526
58	NAPA AUTO & TRUCK PARTS	450153	PARTS FOR FLEET – GRO tubing and tie	06/02/2026	28.30		100-480-610 Automotive Supplies	626
58	NAPA AUTO & TRUCK PARTS	450219	PARTS FOR FLEET – SME rope handle	06/03/2026	11.38		100-480-610 Automotive Supplies	626
58	NAPA AUTO & TRUCK PARTS	SAC00408450312	Hose clamps – Parks	06/05/2026	26.40	06/05/2026	100-575-600 General Supplies	626
	Total 58:				286.63			
NATIONS MEDICAL								
8502	NATIONS MEDICAL	110943	First aid and safety supplies - Fernley City Public Works	06/02/2026	384.04	06/05/2026	100-417-420 Outside Services	626
	Total 8502:				384.04			
NDEP NV DIV OF ENVIRONMENTAL PROTECTION								
4038	NDEP NV DIV OF ENVIRONMENTAL PROTECTION	8347	East Wastewater Treatment Permit # NS0080011	05/21/2026	10,272.00	06/05/2026	520-143000 Prepaid Items	526
	Total 4038:				10,272.00			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLTMay26	Transient Lodging Tax	05/31/2026	2,229.63	06/05/2026	225-227015 TLT Payable to State	526
	Total 6378:				2,229.63			
NEVADA DEPT PUBLIC SAFETY - DPS								
7405	NEVADA DEPT PUBLIC SAFETY - DPS	10173	REF# 26T0227608	06/01/2026	23.59		100-575-322 Prof Serv-Other	626
7405	NEVADA DEPT PUBLIC SAFETY - DPS	10173	REF# 26T0227608	06/01/2026	15.41		100-417-322 Prof Serv-Other	626
7405	NEVADA DEPT PUBLIC SAFETY - DPS	10173	REF# 26T0227614	06/01/2026	39.00		510-840-322 Prof Serv-Other	626
	Total 7405:				78.00			
NEVADA DIVISION OF STATE LANDS								
120	NEVADA DIVISION OF STATE LANDS	24800	Con No. 2171 Easement for state lands use of WW facility AP	06/01/2026	1,680.00	06/05/2026	520-810-642 Licenses and Permits	626
	Total 120:				1,680.00			
NEVADA SEAL & PUMP								
4339	NEVADA SEAL & PUMP	NSP7449	PS valve purchase and replacement	05/27/2026	9,239.77	06/05/2026	510-840-430 Outside Serv-Repair & Maint	526
	Total 4339:				9,239.77			
NEW YORK LIFE INSURANCE COMPANY								
9061	NEW YORK LIFE INSURANCE COMPANY	20260603	SUPPLEMENTAL INSURANCE- NEW YORK LIFE	06/01/2026	2,262.95	06/05/2026	100-218200 New York Life	626

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9061:					2,262.95			
NV ENERGY								
167	NV ENERGY	12019 MAY 26	34596505012019 ACH	05/15/2026	7,533.41	06/02/2026	510-810-622 Electricity	526
167	NV ENERGY	13818 MAY 26	34596405113818 ACH	05/27/2026	38.03	06/12/2026	100-475-622 Electricity	526
167	NV ENERGY	13924 MAY 26	48768108113924 ACH	05/27/2026	43.98	06/12/2026	100-475-622 Electricity	526
167	NV ENERGY	26445 MAY 26	34596505226445 ACH	05/23/2026	7,116.60	06/11/2026	510-840-622 Electricity	526
167	NV ENERGY	28458 MAY 26	34596505228458 ACH	05/23/2026	14,439.08	06/11/2026	510-840-622 Electricity	526
167	NV ENERGY	30037 MAY 26	34596403630037 ACH	05/15/2026	40.57	06/02/2026	100-576-622 Electricity	526
167	NV ENERGY	30672 MAY 26	213677908230672 ACH	05/27/2026	43.70	06/12/2026	100-575-622 Electricity	526
167	NV ENERGY	71493 MAY 26	271223607571493 ACH	05/27/2026	43.03	06/12/2026	100-575-622 Electricity	526
167	NV ENERGY	79481 MAY 26	82190405179481 ACH	05/27/2026	60.69	06/12/2026	520-810-622 Electricity	526
167	NV ENERGY	97731 MAY 26	213677908197731 ACH	05/27/2026	46.36	06/12/2026	100-575-622 Electricity	526
Total 167:					29,405.45			
OFFICE DEPOT								
133	OFFICE DEPOT	468027697001	office supplies- USB drives	05/18/2026	121.67	06/05/2026	100-414-600 General Supplies	526
133	OFFICE DEPOT	468555271001	METER TECH PENS	05/13/2026	5.58	06/05/2026	520-810-601 Office Supplies	526
133	OFFICE DEPOT	468555271001	METER TECH PENS	05/13/2026	5.57	06/05/2026	510-810-601 Office Supplies	526
133	OFFICE DEPOT	468598382001	Office supplies - correction tape and pastel paper	05/13/2026	47.40	06/05/2026	520-810-601 Office Supplies	526
133	OFFICE DEPOT	468598382001	Office supplies - correction tape and pastel paper	05/13/2026	47.40	06/05/2026	510-810-601 Office Supplies	526
133	OFFICE DEPOT	468598386001	Office supplies-highlighters	05/13/2026	13.35	06/05/2026	510-810-601 Office Supplies	526
133	OFFICE DEPOT	468598386001	Office supplies-highlighters	05/13/2026	13.36	06/05/2026	520-810-601 Office Supplies	526
133	OFFICE DEPOT	468947695001	Business cards – Jmurdock	05/18/2026	26.96	06/05/2026	100-413-550 Printing and Postage	526
133	OFFICE DEPOT	468947908001	Executive office chair for JMurdock	05/13/2026	304.94	06/05/2026	100-413-600 General Supplies	526
133	OFFICE DEPOT	469250363001	Adjustable copyholder/bookstand for Planning	05/19/2026	32.38	06/05/2026	100-610-601 Office Supplies	526
133	OFFICE DEPOT	469250559001	Felt tip pens (planning)	05/20/2026	22.49	06/05/2026	100-610-601 Office Supplies	526
133	OFFICE DEPOT	470348727001	Approval stamp - office supplies	05/23/2026	14.96	06/05/2026	100-605-601 Office Supplies	526
133	OFFICE DEPOT	470523651001	Notary Stamp	05/27/2026	30.24	06/05/2026	100-416-600 General Supplies	526
133	OFFICE DEPOT	470523760001	File Lgl w/o Flap A-Z Brown	05/22/2026	13.26	06/05/2026	100-414-600 General Supplies	526
133	OFFICE DEPOT	471051074001	Chair, Hi-Back Mesh GRY for G. Hall	05/25/2026	219.77	06/05/2026	100-605-601 Office Supplies	526
Total 133:					919.33			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-412951	synth grease for vaccon truck	05/20/2026	120.89	06/05/2026	100-480-610 Automotive Supplies	526
6230	O'REILLY AUTO PARTS	3599-414037	fleet shop supplies - oil filters	05/26/2026	10.58	06/05/2026	100-480-610 Automotive Supplies	526
Total 6230:					131.47			
PACIFIC OFFICE AUTOMATION								
8929	PACIFIC OFFICE AUTOMATION	7R03056-16	CMO	04/02/2026	1,043.82		100-413-550 Printing and Postage	426

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8929	PACIFIC OFFICE AUTOMATION	7R03056-16	Utilities	04/02/2026	347.94		510-810-550 Printing and Postage	426
8929	PACIFIC OFFICE AUTOMATION	7R03056-16	COA	04/02/2026	695.88		100-414-550 Printing and Postage	426
8929	PACIFIC OFFICE AUTOMATION	7R03056-16	Utilities	04/02/2026	347.94		520-810-550 Printing and Postage	426
8929	PACIFIC OFFICE AUTOMATION	7R03056-16	Main	04/02/2026	695.88		100-417-550 Printing and Postage	426
8929	PACIFIC OFFICE AUTOMATION	7R03056-16	Clerk	04/02/2026	695.88		100-416-550 Printing and Postage	426
8929	PACIFIC OFFICE AUTOMATION	7R03056-16	HR	04/02/2026	347.94		100-419-550 Printing and Postage	426
8929	PACIFIC OFFICE AUTOMATION	7R03056-17	Utilities	05/01/2026	347.94	06/05/2026	510-810-550 Printing and Postage	526
8929	PACIFIC OFFICE AUTOMATION	7R03056-17	FMC	05/01/2026	695.88	06/05/2026	100-425-550 Printing and Postage	526
8929	PACIFIC OFFICE AUTOMATION	7R03056-17	Clerk	05/01/2026	695.88	06/05/2026	100-416-550 Printing and Postage	526
8929	PACIFIC OFFICE AUTOMATION	7R03056-17	City Attorney	05/01/2026	695.88	06/05/2026	100-414-550 Printing and Postage	526
8929	PACIFIC OFFICE AUTOMATION	7R03056-17	HR	05/01/2026	347.94	06/05/2026	100-419-550 Printing and Postage	526
8929	PACIFIC OFFICE AUTOMATION	7R03056-17	Utilities	05/01/2026	347.94	06/05/2026	520-810-550 Printing and Postage	526
8929	PACIFIC OFFICE AUTOMATION	7R03056-17	City Manager	05/01/2026	347.94	06/05/2026	100-413-550 Printing and Postage	526
8929	PACIFIC OFFICE AUTOMATION	7R03056-17	Main	05/01/2026	695.88	06/05/2026	100-417-550 Printing and Postage	526
8929	PACIFIC OFFICE AUTOMATION	7R03362-7	Utility Billing copy machine	04/02/2026	235.00		520-810-550 Printing and Postage	426
8929	PACIFIC OFFICE AUTOMATION	7R03362-7	Utility Billing copy machine	04/02/2026	117.50		510-840-550 Printing and Postage	426
8929	PACIFIC OFFICE AUTOMATION	7R03362-7	Utility Billing copy machine	04/02/2026	117.50		510-810-550 Printing and Postage	426
8929	PACIFIC OFFICE AUTOMATION	7R03490-5	Clerk Lg Scanner	04/02/2026	364.97		100-416-441 Rentals	426
8929	PACIFIC OFFICE AUTOMATION	7R03490-5	Bldg Lg Scanner	04/02/2026	364.97		100-605-441 Rentals	426
8929	PACIFIC OFFICE AUTOMATION	7R03490-6	Bldg Lg Scanner	05/01/2026	364.97	06/05/2026	100-605-441 Rentals	526
8929	PACIFIC OFFICE AUTOMATION	7R03490-6	Clerk Lg Scanner	05/01/2026	364.97	06/05/2026	100-416-441 Rentals	526
8929	PACIFIC OFFICE AUTOMATION	7R03559-3	Bldg Fast Scanner	04/02/2026	207.00		100-605-441 Rentals	426
8929	PACIFIC OFFICE AUTOMATION	7R03559-3	Clerk Fast Scanner	04/02/2026	207.00		100-416-441 Rentals	426
8929	PACIFIC OFFICE AUTOMATION	7R03559-4	Bldg Fast Scanner	05/01/2026	207.00	06/05/2026	100-605-441 Rentals	526
8929	PACIFIC OFFICE AUTOMATION	7R03559-4	Clerk Fast Scanner	05/01/2026	207.00	06/05/2026	100-416-441 Rentals	526
8929	PACIFIC OFFICE AUTOMATION	7R03584-2	WTP Konika C25i	04/02/2026	98.44		520-810-550 Printing and Postage	426
8929	PACIFIC OFFICE AUTOMATION	7R03584-2	WTP Konika C25i	04/02/2026	49.22		520-810-550 Printing and Postage	426
8929	PACIFIC OFFICE AUTOMATION	7R03584-2	WTP Konika C25i	04/02/2026	49.22		510-810-550 Printing and Postage	426
8929	PACIFIC OFFICE AUTOMATION	AR00374970	Utility Billing copy machine	05/11/2026	13.08	06/05/2026	510-840-550 Printing and Postage	526
8929	PACIFIC OFFICE AUTOMATION	AR00374970	Utility Billing copy machine	05/11/2026	26.16	06/05/2026	520-810-550 Printing and Postage	526
8929	PACIFIC OFFICE AUTOMATION	AR00374970	Utility Billing copy machine	05/11/2026	13.08	06/05/2026	510-810-550 Printing and Postage	526
Total 8929:					11,357.64			
PACIFIC STATES COMMUNICATIONS								
1325	PACIFIC STATES COMMUNICATIONS	511515	Q3369 Verkada Access Control - Final 50%	05/22/2026	7,648.46	06/05/2026	100-418-342 Tech Services-Other	526
1325	PACIFIC STATES COMMUNICATIONS	511533	Network Upgrade for MSP Services	05/27/2026	31,250.00		100-418-741 Machinery	526
1325	PACIFIC STATES COMMUNICATIONS	511533	Network Upgrade for MSP Services	05/27/2026	31,250.00		520-165100 Maintenance Equipment	526
1325	PACIFIC STATES COMMUNICATIONS	511533	Network Upgrade for MSP Services	05/27/2026	31,250.00		100-418-605 Minor Equipment	526
1325	PACIFIC STATES COMMUNICATIONS	511533	Network Upgrade for MSP Services	05/27/2026	31,250.00		510-165100 Maintenance Equipment	526
1325	PACIFIC STATES COMMUNICATIONS	511592	Agreement PSC One Call Platinum - Monthly Billing for June	06/01/2026	21,474.10		100-418-342 Tech Services-Other	626
1325	PACIFIC STATES COMMUNICATIONS	511606	Q3672 100% billing AutoCad Licenses Eng	06/01/2026	9,601.07		100-418-342 Tech Services-Other	626

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 1325:				163,723.63			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5315257	Shred Services	05/27/2026	99.00	06/05/2026	100-416-420 Outside Services	526
	Total 8876:				99.00			
PAPE KENWORTH								
3097	PAPE KENWORTH	16907350	BG 86-Z blower	05/27/2026	329.99	06/05/2026	100-575-605 Minor Equipment	526
3097	PAPE KENWORTH	16907403	Weed Whackers	05/29/2026	1,274.98	06/05/2026	100-575-605 Minor Equipment	526
	Total 3097:				1,604.97			
PEEK BROTHERS CONSTRUCTION								
8503	PEEK BROTHERS CONSTRUCTION	ARI - 001110	PS Emergency Repair of 2"" saddle, vacuum truck work, and	05/20/2026	11,923.27	06/05/2026	510-840-430 Outside Serv-Repair & Maint	526
	Total 8503:				11,923.27			
PORTER GROUP LLC								
8933	PORTER GROUP LLC	26 - COFNV - 6	June 26 Federal Lobbyist Contract	06/01/2026	6,000.00		100-413-322 Prof Serv-Other	626
	Total 8933:				6,000.00			
PORTER'S PLUMBING LLC								
8900	PORTER'S PLUMBING LLC	5966	Concession stand 3-bay sink plumbing	05/29/2026	1,500.00	06/05/2026	100-417-420 Outside Services	526
	Total 8900:				1,500.00			
PURCELL TIRE AND RUBBER COMPANY								
38	PURCELL TIRE AND RUBBER COMPANY	26181293	tires for DON	06/05/2026	595.00		100-480-610 Automotive Supplies	626
38	PURCELL TIRE AND RUBBER COMPANY	26181355	tires for vector control trailer	05/27/2026	400.20	06/05/2026	100-480-610 Automotive Supplies	526
	Total 38:				995.20			
RENO ROCK TRANSPORT								
7002	RENO ROCK TRANSPORT	259900	DG	05/21/2026	918.00	06/05/2026	100-475-600 General Supplies	526
	Total 7002:				918.00			
RENOWN HEALTH								
190	RENOWN HEALTH	5162877	MRN0713470	05/11/2026	40.00		100-525-322 Prof Serv-Other	526
190	RENOWN HEALTH	5162877	MRN0655890	05/11/2026	40.00		510-840-322 Prof Serv-Other	526
190	RENOWN HEALTH	5162877	MRN3120110	05/11/2026	17.82		520-810-322 Prof Serv-Other	526

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
190	RENOWN HEALTH	5162877	MRN3304589	05/11/2026	10.60		510-810-322 Prof Serv-Other	526
190	RENOWN HEALTH	5162877	MRN3120110	05/11/2026	79.64		100-417-322 Prof Serv-Other	526
190	RENOWN HEALTH	5162877	MRN3120110	05/11/2026	103.45		100-575-322 Prof Serv-Other	526
190	RENOWN HEALTH	5162877	MRN0608265	05/11/2026	40.00		100-605-322 Prof Serv-Other	526
190	RENOWN HEALTH	5162877	MRN3304589	05/11/2026	10.32		520-810-322 Prof Serv-Other	526
190	RENOWN HEALTH	5162877	MRN3120110	05/11/2026	33.54		510-810-322 Prof Serv-Other	526
190	RENOWN HEALTH	5162877	MRN4423351	05/11/2026	40.00		510-840-322 Prof Serv-Other	526
190	RENOWN HEALTH	5162877	MRN3304589	05/11/2026	19.08		100-480-322 Prof Serv-Other	526
190	RENOWN HEALTH	5162877	MRN4069094	05/11/2026	55.00		510-810-322 Prof Serv-Other	526
190	RENOWN HEALTH	5162877	MRN4921239	05/11/2026	67.55		100-417-322 Prof Serv-Other	526
	Total 190:				557.00			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	26-0775	Water rights services - comprehensive water rights managem	06/05/2026	8,300.00		510-810-698 Water Rights Protection	626
	Total 8602:				8,300.00			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	187971	WTP MFRF Improv: Steel Pipe Replace Design	04/30/2026	2,245.50	06/05/2026	510-810-320 Prof Serv-Engineering	426
1897	SHAW ENGINEERING	187972	TWR1 Rehabilitation - Permitting and Bidding Support	04/30/2026	4,942.00	06/05/2026	510-166100 Construction In Progress	426
1897	SHAW ENGINEERING	187973	WTP Chem System Upgrades - Design Phase	04/30/2026	11,040.00	06/05/2026	510-166100 Construction In Progress	426
1897	SHAW ENGINEERING	187974	WTP Compressed Air System Improvements - Design Phase	04/30/2026	4,077.50	06/05/2026	510-166100 Construction In Progress	426
1897	SHAW ENGINEERING	187979	Ricci Tank 2 Construction Management	04/30/2026	5,515.00	06/05/2026	510-166100 Construction In Progress	426
	Total 1897:				27,820.00			
SIERRA BRAVO AIR AND LAND, LLC								
9144	SIERRA BRAVO AIR AND LAND, LLC	6/9/2026	Helicopter Larvicide Application – Fernley Wildlife Manageme	06/06/2026	7,560.00		100-528-322 Prof Serv-Other	626
	Total 9144:				7,560.00			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN342319	May monthly samples	05/20/2026	264.00	06/05/2026	510-810-423 Outside Serv-Analytical	526
7856	SILVER STATE ANALYTICAL LABORATORIES	RN342540	WWTP Samples	05/26/2026	202.00	06/05/2026	520-810-423 Outside Serv-Analytical	526
7856	SILVER STATE ANALYTICAL LABORATORIES	RN342603	PS PFAS Samples	05/29/2026	900.00	06/05/2026	510-840-423 Outside Serv-Analytical	526
7856	SILVER STATE ANALYTICAL LABORATORIES	RN342738	June monthly samples	06/02/2026	286.00	06/05/2026	510-810-423 Outside Serv-Analytical	626
7856	SILVER STATE ANALYTICAL LABORATORIES	RN342765	WWTP Samples	06/03/2026	700.00		520-810-423 Outside Serv-Analytical	626
7856	SILVER STATE ANALYTICAL LABORATORIES	RN342770	WWTP Samples	06/03/2026	202.00		520-810-423 Outside Serv-Analytical	626
7856	SILVER STATE ANALYTICAL LABORATORIES	RN342814	WWTP Samples	06/04/2026	502.00		520-810-423 Outside Serv-Analytical	626
	Total 7856:				3,056.00			

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SLOANE CONSULTING GROUP LLC								
9145	SLOANE CONSULTING GROUP LLC	1170	Cemetery Master Plan Consultation Services	05/28/2026	30,000.00	06/05/2026	100-576-320 Prof Serv-Engineering	526
Total 9145:					30,000.00			
SOSU TV CORP								
8909	SOSU TV CORP	WC1717	Fernley Focus Videos - May '26	05/01/2026	1,580.00	06/05/2026	100-413-322 Prof Serv-Other	526
8909	SOSU TV CORP	WC1729	Fernley Focus Videos - June '26	06/01/2026	1,580.00		100-413-322 Prof Serv-Other	626
Total 8909:					3,160.00			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	29586 MAY 26	910005029586 ACH	05/18/2026	30.24	06/08/2026	520-810-621 Natural Gas	526
204	SOUTHWEST GAS CORP	40647 MAY 26	910005040647 ACH	05/22/2026	352.30	06/10/2026	100-417-621 Natural Gas	526
204	SOUTHWEST GAS CORP	49385 MAY 26	910004749385 ACH	05/28/2026	57.78	06/16/2026	510-810-621 Natural Gas	526
Total 204:					440.32			
SPECIALIZED ELEVATOR CORP								
8751	SPECIALIZED ELEVATOR CORP	486997	Elevator Maintenance	06/01/2026	269.27	06/05/2026	100-417-430 Outside Serv-Repair & Maint	626
Total 8751:					269.27			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	MAY 2026-3	CHILD SUPPORT	05/29/2026	319.84	06/05/2026	100-219900 OTHER PAYROLL PAYABLES	526
Total 176:					319.84			
SUTTON LAW & CONSULTING GROUP LLC								
9142	SUTTON LAW & CONSULTING GROUP LLC	208	00041 Investigation Outside legal -City Council W3,4 & 5	05/07/2026	30,394.25	06/05/2026	100-419-420 Outside Services	526
Total 9142:					30,394.25			
TAGGART & TAGGART LTD								
3275	TAGGART & TAGGART LTD	919	Water Right Contract FY25/26 APR26	04/30/2026	6,932.20	06/05/2026	510-810-698 Water Rights Protection	426
Total 3275:					6,932.20			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2026250101405	PS Ferric Chloride	05/19/2026	19,803.80	06/05/2026	510-840-617 Chemical Supplies	526
8646	THATCHER COMPANY, INC.	2026400101954	PS sodium hypochlorite	05/21/2026	14,430.28	06/05/2026	510-840-617 Chemical Supplies	526
8646	THATCHER COMPANY, INC.	2026400101957	WWTP chlorine	05/21/2026	10,885.27	06/05/2026	520-810-617 Chemical Supplies	526
8646	THATCHER COMPANY, INC.	2026400102178	WWTP chlorine	06/03/2026	10,395.22		520-810-617 Chemical Supplies	626

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	Total 8646:				55,514.57			
THE FERNLEY REPORTER								
8618	THE FERNLEY REPORTER	1446	Legal notice publication - Fernley Reporter	05/21/2026	143.88	06/05/2026	100-416-540 Advertising	526
	Total 8618:				143.88			
TWISTED STEEL								
8822	TWISTED STEEL	1320	50% Deposit for Steel base, Bighorn Sheep and Eagle 25th A	04/28/2026	7,500.00	05/28/2026	100-412-650 Community Support	426
	Total 8822:				7,500.00			
U S POSTAL SERVICE								
7344	U S POSTAL SERVICE	6826	POSTAGE FOR CCR MAILING	06/08/2026	2,896.28		510-810-550 Printing and Postage	626
7344	U S POSTAL SERVICE	JUN 2026	PREPAID POSTAGE FOR IN-HOUSE BILLING	06/01/2026	2,250.00	06/04/2026	510-810-550 Printing and Postage	626
7344	U S POSTAL SERVICE	JUN 2026	PREPAID POSTAGE FOR IN-HOUSE BILLING	06/01/2026	2,250.00	06/04/2026	520-810-550 Printing and Postage	626
	Total 7344:				7,396.28			
UNIFORMITY OF NEVADA LLC								
9138	UNIFORMITY OF NEVADA LLC	57927-1	Body armor T Richardson for Fernley Municipal Court	05/27/2026	1,516.13	06/05/2026	100-615-600 General Supplies	526
	Total 9138:				1,516.13			
UNITED CENTRAL INDUSTRIAL SUPPLY								
8676	UNITED CENTRAL INDUSTRIAL SUPPLY	3125618	Water Truck fill hose and fittings	06/01/2026	442.05	06/05/2026	520-810-610 Automotive Supplies	626
	Total 8676:				442.05			
USA BLUEBOOK								
464	USA BLUEBOOK	INV01051802	Inverted marking paint for water/wastewater field operations	05/19/2026	69.99	06/05/2026	510-810-614 Shop Supplies	526
464	USA BLUEBOOK	INV01052368	Facility notice and tampering warning signs for water/wastewa	05/20/2026	664.49	06/05/2026	510-810-616 Safety Supplies	526
464	USA BLUEBOOK	INV01058189	Hydrant wrenches and sampling adapter for water/wastewater	05/27/2026	353.89	06/05/2026	510-810-614 Shop Supplies	526
464	USA BLUEBOOK	INV01068604	Polarographic DO sensor and membrane kit for wastewater m	06/08/2026	666.39		510-810-614 Shop Supplies	626
464	USA BLUEBOOK	INV01068676	lab and field sampling supplies including chlorine Swiftest rea	06/08/2026	340.54		510-840-614 Shop Supplies	626
	Total 464:				2,095.30			
USA TODAY MEDIA CORP								
152	USA TODAY MEDIA CORP	7720593	Bids for Mesa Dr Water Main Extension	05/31/2026	1,658.04		510-840-540 Advertising	526
152	USA TODAY MEDIA CORP	7720593	Bids for 26-28 Biennial Water Treatment Residual Removal C	05/31/2026	1,149.48		510-840-540 Advertising	526
152	USA TODAY MEDIA CORP	7720593	Bids for 26-27 Annual Materials Supplier Contract	05/31/2026	388.92		520-810-540 Advertising	526
152	USA TODAY MEDIA CORP	7720593	Bids for 26-27 Annual Materials Supplier Contract	05/31/2026	194.46		510-840-540 Advertising	526

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
152	USA TODAY MEDIA CORP	7720593	Bids for 26-27 Annual Materials Supplier Contract	05/31/2026	194.46		510-810-540 Advertising	526
152	USA TODAY MEDIA CORP	7720639	Legal ads - May 2026	05/31/2026	266.76		100-610-540 Advertising	526
Total 152:					3,852.12			
UTILITY DEPOSITS								
2202	UTILITY DEPOSITS	108722.02	CREDIT REFUND	05/28/2026	55.73	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	10872202	SEWER DEPOSIT REFUND	05/19/2026	80.00	06/05/2026	520-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	10872202	WATER DEPOSIT REFUND	05/19/2026	75.00	06/05/2026	510-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	109902.01	CREDIT REFUND	05/19/2026	10.31	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	10990201	SEWER DEPOSIT REFUND	05/13/2026	80.00	06/05/2026	520-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	10990201	WATER DEPOSIT REFUND	05/13/2026	75.00	06/05/2026	510-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	109903.01	CREDIT REFUND	05/14/2026	191.64	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	10990301	WATER DEPOSIT REFUND	05/01/2026	75.00	06/05/2026	510-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	10990301	SEWER DEPOSIT REFUND	05/01/2026	80.00	06/05/2026	520-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	11359904	CREDIT REFUND	05/14/2026	79.50	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	11376405	SEWER DEPOSIT REFUND	05/18/2026	80.00	06/05/2026	520-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	11376405	WATER DEPOSIT REFUND	05/18/2026	14.21	06/05/2026	510-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	13560221	SEWER DEPOSIT REFUND	05/08/2026	6.72	06/05/2026	520-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	136026.21	CREDIT REFUND	05/19/2026	212.41	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	13602621	WATER DEPOSIT REFUND	05/05/2026	75.00	06/05/2026	510-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	13602621	SEWER DEPOSIT REFUND	05/05/2026	80.00	06/05/2026	520-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	13935906	CREDIT REFUND	05/18/2026	204.00	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	143500.11	CREDIT REFUND	05/19/2026	150.00	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	14350011	WATER DEPOSIT REFUND	05/14/2026	27.71	06/05/2026	510-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	14350011	SEWER DEPOSIT REFUND	05/14/2026	80.00	06/05/2026	520-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	14561504	CREDIT REFUND	05/19/2026	71.75	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	15364210	CREDIT REFUND	05/06/2026	75.36	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	16365904	CREDIT REFUND	05/15/2026	118.28	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	16392615	CREDIT REFUND	05/18/2026	104.70	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	16469505	CREDIT REFUND	05/18/2026	118.84	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	16500913	CREDIT REFUND	05/18/2026	197.65	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	16564315	CREDIT REFUND	05/06/2026	87.78	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	168394.12	CREDIT REFUND	05/06/2026	7.65	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	16839412	SEWER DEPOSIT REFUND	05/04/2026	80.00	06/05/2026	520-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	16839412	WATER DEPOSIT REFUND	05/04/2026	75.00	06/05/2026	510-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	16978601	CREDIT REFUND	05/18/2026	39.85	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	17241406	SEWER DEPOSIT REFUND	05/01/2026	17.94	06/05/2026	520-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	17469111	CREDIT REFUND	05/19/2026	95.72	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	18495834	CREDIT REFUND	05/18/2026	67.38	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	18612221	WATER DEPOSIT REFUND	05/08/2026	19.00	06/05/2026	510-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	18612221	SEWER DEPOSIT REFUND	05/08/2026	80.00	06/05/2026	520-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	19710222	CREDIT REFUND	05/19/2026	45.72	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	197364.17	CREDIT REFUND	05/18/2026	128.23	06/05/2026	010-115100 Cash Clearing-Utilities	526

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
2202	UTILITY DEPOSITS	19736417	SEWER DEPOSIT REFUND	05/15/2026	80.00	06/05/2026	520-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	19736417	WATER DEPOSIT REFUND	05/15/2026	75.00	06/05/2026	510-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	21.9858.01	CREDIT REFUND	05/18/2026	118.84	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	21.9862.01	CREDIT REFUND	05/18/2026	229.40	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	219859.01	CREDIT REFUND	05/19/2026	196.62	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	21985901	SEWER DEPOSIT REFUND	05/01/2026	80.00	06/05/2026	520-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	21985901	WATER DEPOSIT REFUND	05/01/2026	75.00	06/05/2026	510-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	219890.01	CREDIT REFUND	05/18/2026	65.79	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	219911.01	WATER DEPOSIT REFUND	05/01/2026	75.00	06/05/2026	510-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	219911.01	SEWER DEPOSIT REFUND	05/01/2026	80.00	06/05/2026	520-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	21991101	CREDIT REFUND	05/14/2026	37.78	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	219912.01	CREDIT REFUND	05/18/2026	52.41	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	219927.01	CREDIT REFUND	05/14/2026	194.76	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	21992701	SEWER DEPOSIT REFUND	05/01/2026	80.00	06/05/2026	520-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	21992701	WATER DEPOSIT REFUND	05/01/2026	75.00	06/05/2026	510-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	219928.01	CREDIT REFUND	05/19/2026	54.23	06/05/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	21992801	WATER DEPOSIT REFUND	05/13/2026	75.00	06/05/2026	510-228200 Customer Deposits	526
2202	UTILITY DEPOSITS	21992801	SEWER DEPOSIT REFUND	05/13/2026	80.00	06/05/2026	520-228200 Customer Deposits	526
Total 2202:					4,887.91			
VESTIS								
1895	VESTIS	5980377677	shirt contract	05/19/2026	113.08	06/05/2026	100-480-420 Outside Services	526
1895	VESTIS	5980377678	Clothing/Mats	05/19/2026	64.83	06/05/2026	100-475-420 Outside Services	526
1895	VESTIS	5980377679	floor mat service	05/19/2026	38.20	06/05/2026	510-810-420 Outside Services	526
1895	VESTIS	5980379183	PS custodial supplies, rags, rugs	05/26/2026	184.55	06/05/2026	510-840-420 Outside Services	526
1895	VESTIS	5980379191	shirt contract	05/26/2026	117.66	06/05/2026	100-480-420 Outside Services	526
1895	VESTIS	5980379192	shop mat service	05/26/2026	120.28	06/05/2026	100-475-420 Outside Services	526
1895	VESTIS	5980379193	Clothing/Mats	05/26/2026	65.48	06/05/2026	100-475-420 Outside Services	526
1895	VESTIS	5980379194	floor mat service	05/26/2026	39.71	06/05/2026	510-810-420 Outside Services	526
1895	VESTIS	5980379196	Floor mats	05/26/2026	260.40	06/05/2026	100-417-420 Outside Services	526
1895	VESTIS	5980380655	shirt contract	06/02/2026	117.66		100-480-420 Outside Services	626
1895	VESTIS	5980380656	Clothing/Mats	06/02/2026	65.48	06/05/2026	100-475-420 Outside Services	626
1895	VESTIS	5980380657	floor mat service	06/02/2026	39.71	06/05/2026	510-810-420 Outside Services	626
1895	VESTIS	5980382155	shirt contract	06/09/2026	117.66		100-480-420 Outside Services	626
1895	VESTIS	5980382156	shop mat service	06/09/2026	120.28		100-480-420 Outside Services	626
1895	VESTIS	5980382157	Clothing/Mats	06/09/2026	65.48		100-475-420 Outside Services	626
1895	VESTIS	5980382160	Floor Mats	06/09/2026	260.40		100-417-420 Outside Services	626
Total 1895:					1,790.86			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	MAY 2026-3	DEFERRED COMPENSATION, 457	05/29/2026	5,007.30	05/29/2026	100-215000 457 PAYABLE	526
8591	VOYA FINANCIAL	MAY 2026-3	ROTH IRA	05/29/2026	90.00	05/29/2026	100-215000 457 PAYABLE	526

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 8591:				5,097.30			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	25001 JUN 26	6-82646-25001	06/01/2026	1,454.54	06/05/2026	100-475-412 Utility Serv-Refuse	626
447	WASTE MANAGEMENT	33001 JUN 26	11-60772-33001	06/03/2026	169.99	06/05/2026	100-417-412 Utility Serv-Refuse	626
447	WASTE MANAGEMENT	33005 JUN 26	11-60745-33005	06/03/2026	45.13	06/05/2026	510-840-412 Utility Serv-Refuse	626
447	WASTE MANAGEMENT	33009 JUN 26	11-60774-33009	06/03/2026	139.08		510-810-412 Utility Serv-Refuse	626
447	WASTE MANAGEMENT	43003 JUN 26	11-60760-43003	06/03/2026	69.54	06/05/2026	520-810-412 Utility Serv-Refuse	626
447	WASTE MANAGEMENT	65007 JUN 26	6-82641-65007	06/01/2026	428.43	06/05/2026	100-575-412 Utility Serv-Refuse	626
447	WASTE MANAGEMENT	95009 JUN 26	8-29467-95009	06/01/2026	448.45	06/05/2026	100-575-412 Utility Serv-Refuse	626
	Total 447:				2,755.16			
WEDCO, A DIVISION OF BORDER STATES								
3350	WEDCO, A DIVISION OF BORDER STATES	S100245128.001	Wastewater ABB contactor components (ww5/11/26)	05/13/2026	431.73	06/05/2026	520-810-614 Shop Supplies	526
3350	WEDCO, A DIVISION OF BORDER STATES	S100248132.001	Wastewater ABB overload relay and contactor components (w	06/01/2026	844.18	06/05/2026	520-810-614 Shop Supplies	626
3350	WEDCO, A DIVISION OF BORDER STATES	S100248132.002	Wastewater ABB overload relay components (ww5-27-26)	06/01/2026	614.94	06/05/2026	520-810-614 Shop Supplies	626
	Total 3350:				1,890.85			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	JUN 2026	SUPPLEMENTAL INSURANCE	06/01/2026	117.65	06/05/2026	100-218100 Western Insurance Payable	626
	Total 881:				117.65			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	12223455	VGB repair – VGB-12080023 RMA 01139687	06/01/2026	1,415.14		510-810-614 Shop Supplies	626
195	WESTERN NEVADA SUPPLY CO.	12250201	PS Milwaukee penlight and M12 rover flood light	05/21/2026	254.32	06/05/2026	510-840-614 Shop Supplies	526
195	WESTERN NEVADA SUPPLY CO.	12263804	Backflow supplies – Wilkins RK114 975XL repair kit and testc	05/14/2026	1,028.23	06/05/2026	510-810-613 Meter Service Supplies	526
195	WESTERN NEVADA SUPPLY CO.	12270015	bin stock	05/22/2026	1,256.27	06/05/2026	510-810-613 Meter Service Supplies	526
195	WESTERN NEVADA SUPPLY CO.	12273661	PS toilet flush valve and trap parts for water treatment plant	05/19/2026	462.78	06/05/2026	510-840-614 Shop Supplies	526
195	WESTERN NEVADA SUPPLY CO.	12277623	PS 3 x 1/8 150 FF EPDM NSF gasket	05/21/2026	179.80	06/05/2026	510-840-614 Shop Supplies	526
195	WESTERN NEVADA SUPPLY CO.	12279319	iperl 3/4"" 1000 gal water meters	05/22/2026	1,683.44	06/05/2026	510-166100 Construction In Progress	526
195	WESTERN NEVADA SUPPLY CO.	12279319	Sensus M2 Flexnet 520M single	05/22/2026	2,526.24	06/05/2026	510-166100 Construction In Progress	526
195	WESTERN NEVADA SUPPLY CO.	12282549	irrigation control valves & drip fittings	05/27/2026	762.53	06/05/2026	100-575-600 General Supplies	526
	Total 195:				9,568.75			
WHITE CAP, L.P.								
8852	WHITE CAP, L.P.	50037104172	PS Fast-setting hydraulic cement – Basin Repair	05/20/2026	154.78	06/05/2026	510-840-614 Shop Supplies	526
8852	WHITE CAP, L.P.	50037112773	PS Urethane sealant – 10oz tube black Sikaflex 1A (24 count)	05/20/2026	222.24	06/05/2026	510-840-614 Shop Supplies	526

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 8852:				377.02			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	203782	Corridor Action Plan - April 2026	04/30/2026	4,515.00	06/05/2026	100-475-320 Prof Serv-Engineering	426
2454	WOOD RODGERS, INC.	203783	BLM Conveyance Parcels Survey - services thru 04/30/2026	04/30/2026	21,612.50	06/05/2026	100-413-322 Prof Serv-Other	426
	Total 2454:				26,127.50			
XPRESS BILL PAY LLC								
2468	XPRESS BILL PAY LLC	5/2026	CREDIT CARD PROCESSING FEES- SEWER	05/31/2026	2,768.34	06/05/2026	520-810-609 Credit Card Fees	526
2468	XPRESS BILL PAY LLC	5/2026	CREDIT CARD PROCESSING FEES- WATER	05/31/2026	2,768.35	06/05/2026	510-810-609 Credit Card Fees	526
	Total 2468:				5,536.69			
	Grand Totals:				1,126,449.06			

Dated: _____

Mayor: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoice detail records above $0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

MINUTES OF THE
FERNLEY CITY COUNCIL
BUDGET MEETING
APRIL 2, 2026

Mayor Neal E. McIntyre called the meeting to order at 5:00 pm

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilwoman Felicity Zoberski, Councilman Albert Torres, Councilman Ryan Hanan, Councilman Joe Mendoza, Acting City Manager Lydia Altick, City Attorney Aaron Mouritsen, City Treasurer Robert Carson, HR Manager Mitzi Carter, City Clerk Kim Swanson, Administrative Specialist II Rachael Goetz, Public Works Director Barry Williams, Planning Director Michele Rambo, Utilities Director Seong Kim.

1.3. Public Forum

None at this time.

1.4. (For Possible Action) Approval of Agenda

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

2. STAFF REPORTS

2.1. Discussion and possible action regarding the Fiscal Year 2026/2027 proposed tentative budget including but not limited to: All funds within the Water Enterprise Fund; Wastewater Enterprise Fund; General Fund; Special Revenue Funds; Capital Improvement Program; rates; all city departments; the budget process; timelines, goals, and existing budget; debt, staffing, including but not limited to reorganization, reclassification, employee positions and contracts, new positions, and other matters related thereto.

Robert Carson, City Treasurer, presented and reviewed the tentative budget for the fiscal year ending June 30. 2027.

GENERAL FUND FY 2026 ESTIMATED AMOUNTS

Total Revenues - Estimated to be 5.6% lower than FY25 actuals

Taxes - Estimated 4.4% higher than FY25 actuals (property taxes)

Licenses and Permits - Estimated 9.6% lower than FY25 actuals (franchise fees, business license fees, planning fees, building fees)

Investment Earnings - Estimated 48.5% lower than FY25 actuals - We only budget $100,000, so if it's above, everything's great. If it's below, it's not anything that really impacts the budget. As the market changes, the interest rates are going down, the returns go down as well, but we're still estimating fairly close to a million dollars in investment returns this year.

Miscellaneous - Estimated 44.7% lower than FY25 actuals - These are donations and random fees; last year there were two big donations.

Indirect Revenue - Estimated 62.9% higher than FY25 actuals. Based on actual expenses that are made out of certain funds. We provide services to the Water and Sewer Enterprise Fund, and they reimburse us for that at the end of the year. It's based on certain services that we provide, AP, payroll, HR services, those types of things, and those get calculated at the end of the year.

Expenditures:

Total Expenditures - Estimated to be 25.0% higher than FY25 actuals. There were a lot of one-time expenditures budgeted in the current fiscal year, a lot of planning, a lot of fixed assets that we needed to buy, a lot of replacement vehicles.

General Government - Estimated 7.0% lower than FY25 actuals. Most of it is the City Manager vacancy that we had for this year. We have updated allocation percentages. Certain departments have their salaries allocated over the general fund, the water fund, and the sewer fund, based on services provided.

Public Works - Estimated 37.8% higher than FY25 actual. The increase is caused mainly by a lot of one-time expenditures, and we're finishing up the corridor studies that we had budgeted a few years ago. So, those expenses should be there.

Judicial - Estimated 24.3% higher than FY25 actuals. Increase is mostly from salaries and benefits.

Health - Estimated 97.0% higher than FY25 actuals. Includes animal control, vector control, and the cemetery. The increase is due to the Animal Control Master Plan, the Cemetery Master Plan, new vehicle and equipment purchases.

Culture & Recreation - Estimated 25.5% higher than FY25 actuals. The increase is entirely from estimated year-end costs and capital expenditures and investing in Parks and Recreation.

Community Development - Estimated 101.3% higher than FY25 actuals - This is from one-time expenditures from all the master plans that we had in planning, and then also the addition of the Code Enforcement Department.

Salaries - Estimated 7.8% higher than FY25 actuals. That's offset by vacancies, and the budgeted increases that we did. So, the step increases the hourly staff, and then also cost of living, and performance-based raises for the salaried staff.

Benefits - Estimated 22.3% higher than FY25 actuals. That has to do with the increase in the PERS amount that we had to absorb that was dictated by the State and increases in the medical and dental and vision insurance that we have.

Services & Supplies - Estimated 37.4% higher than FY25 actuals. Budgeted a massive increase for one-time expenditures in the current year to update all of these things, combined with normal increases in the cost of providing services.

Capital Outlay - Estimated 42.0% higher than FY25 actuals. These are the one-time expenditures to replace the fleet vehicles that were out of date and also purchase new equipment so we can better provide the services that we have.

WATER ENTERPRISE FUND FY2026 ESTIMATED AMOUNTS

Director Carson explained that there is a decrease of $4.2 million in total cash and investment. Most of that is attributed to not charging the ancillary fee this year. That was a decision made to provide rate users a break so they don't see it on their property tax bill. We only did the scheduled 3% increase in water rates, and so the result is a little less cash, but the investments are performing well, so it's keeping it where it needs to be.

Total Revenues - Estimated to be 32.9% lower than FY25 actuals. These are preliminary through about the middle of March. We're working on what we have historically. It is expected to get much closer.

Total Expenses - Estimated 14.9% higher than FY25 actuals. This is a result of additional positions that were approved in the budget, higher benefit costs, and then also the expense of catching up on all the deferred maintenance that we did.
Ending Net Position - Estimated 1.89% higher than FY25 actuals. We budgeted a flat increase, but we can estimate roughly $2 million plus increase in the net position for the water fund. So, we did take away the ancillary fee, the fund is still performing with revenues coming in higher than the expenses in that fund.
Total Cash & Equivalents - Estimated 8.8% lower than FY25 actuals. Expect this to be higher as we get towards the end of the year, and the cash starts coming in from the more usage that we have on this one.

SEWER FUND FY2026 ESTIMATED AMOUNTS
Director Carson explained this fund and the Water Fund are ran very similarly. There is a decrease of about $2 million in total cash and investments. The goal this current year is to catch up on the deferred maintenance, especially at the sewer treatment plant.

Total Revenues - Estimated to be 5.5% lower than FY25 actuals.
Total Expenses - Estimated 38.4% higher than FY25 actuals.
Ending Net Position - Estimated 4.1% higher than FY25 actuals.
Total Cash & Equivalents - Estimated 6.7% lower than FY25 actuals. We did approve a lot of capital expenses and that hits this cash line.

Robert Carson, City Treasurer, gave a presentation on the proposed reorganization.

New Departments
(1) The Mayor and City Council would become separate departments. The Office of the Mayor would contain the Mayor and the Mayor's Executive Assistant, salaries, benefits, and their operating costs. The Council would be its own standalone budget department that would contain salaries and benefits, as well as operating costs, training, travel, and a few other things that will be discussed as we get into the FY27 budget.

(2) Create a new Utility Admin and Utility Billing departments for budgeting purposes.
Create these two new ones, split them out between the water and sewer fund, and then we can get more accurate admin costs, water treatment costs, water distribution costs, and wastewater. It's a clear way to get to the numbers with things that don't directly relate to certain functions.

(3) Create a Parks and Rec staff that would be dedicated solely to the operations and the maintenance of parks. Currently, we have 6 staff who are split between facilities and parks. These 6 employees work in the facilities when needed, and in the parks when needed. This proposal would take those 6 employees, and split them out, and have 4 employees dedicated to parks all year round. As needed, they'd come up with plans to service the parks and make sure they're in good working condition, and that would leave two people, plus a foreman for the facilities department.

New Leadership Positions
This reorganization would eliminate the need for a City Manager position and split the old duties between two (2) new Chief positions; Chief Operations Officer and Chief Development Officer. From a cost

standpoint, this would result in savings of anywhere from $50,000 to $150,000, depending on the salaries coming in for a new city manager and the benefits. It would also allow for more specialized and localized supervision of certain departments. They would be equally distributed into areas of expertise, and would lead to more cohesion and better direction for these departments.

New Department Positions

This reorganization only requires the request of one(1) new position: Parks & Rec Superintendent to supervise dedicated parks staff. Additional positions requested outside the proposed reorganization are; Animal Control Officer I, Public Information Officer, HR Technician, On-Call Municipal Court Clerk.

Robert Carson, City Treasurer, reviewed the proposed organization chart.

Mayor Neal E. McIntyre asked for public input.

Tammy Dittman asked how long the enterprise funds go before we are higher in expense than income if the investments stay flat? She inquired how many vehicles the city owns and how many of those vehicles are driven back and forth from homes to the city building and how many are on call at any given time? You're creating new positions and departments.

Robert Carson, City Treasurer, explained for our FY26 budget, we had $13.2 million in revenue budgeted, but we had $17 million in expenses budgeted. The vehicles and who's on call he doesn't have that information. These changes that we're proposing in this reorganization, the new salaries are included, the salaries for the eliminated positions are not included. The savings that are there are based on the 2% increases that we would do next year.

Alisa Rhyno wanted to know if they were going to pay a recruiter for the chief positions or promote from within. Mayor Neal E. McIntyre stated that has not been decided yet.

Robert Carson, City Treasurer, reviewed the FY 2027 Tentative Budget.

General Fund - Tentative Budget FY 2027

Revenues:

Total Revenue - $23,527,385

Expenditures:

Total expenditures - $30,250,964

Ending Fund Balance:

Total Revenue - $23,527,385
Total Expenditures - $30,250,964
Net change in fund balance - ($6,723,579)
Beginning fund balance - $16,568,203
Ending fund balance - $9,844,624

Mayor Neal E. McIntyre called for a break - 6:32 pm - 6:46 pm

Robert Carson, City Treasurer, presented the general fund departmental highlights.

Mayor and Council
The Mayor is a new department it includes the Mayor and executive assistant salaries. The Council budget seems inflated over prior years. There's $150,000 for the efficiency study that was requested by Councilman Mendoza. $25,000 ($5,000/Council Member) discretionary funds. $110,000 donation for PPE & HazMat Equipment for NLCFPD.

Discussion ensued regarding funding public safety.

City Attorney
Their salaries and benefits are up 25%, this is due to our Deputy City Attorney retiring next year, and the City Attorney is requesting extra funds to get a new person on board while we still have the capacity of the outgoing Deputy City Attorney. There is an increase of 33% mainly for outside legal services.

City Treasurer
There's an increase of 35%, with the grant administrator being moved from the city manager, to under the City Treasurer, so there's an increase to salaries and benefits.

Facilities Department
Salaries and benefits increased 84% over the prior year, and that's with the addition to the Chief Operations Officer salary being allocated a portion to that, and then also the new allocation percentages. The facilities Master Plan carryover from FY26. There's $65,000 proposed in City Hall upgrades and a bathroom remodel that needs to be done, and then they have just over a million dollars in capital expenditures proposed.

Human Resources
The salaries and benefits are going up by 88% because of the proposed HR technician position, so if that's not approved, then those will go down.

Municipal Court
Salaries and benefits, there's a 22% increase. That's with the addition of the on-call Court Clerk that they're requesting, and then also their normal salary increases.

Streets and Storm Drains Department
There is $250,000 that we're carrying over for this upcoming year, and $1.3 million in capital expenditures proposed.

Fleet Department
The fleet department has $103,000 of capital expenditures proposed, and that makes up the entire increase outside of normal salaries and benefits increases.

Animal Control

Animal Control is proposing an additional Animal Control Officer position, so that increases 65% in their salaries and benefits. The Animal Control Master Plan, which is approved in this current fiscal year, will carry over to next year, so we have $150,000 carrying over there. And then we had a late addition after this was published. They're only going to request one additional vehicle for the upcoming year, and they're going to push back one of the replacements to the following year.

Vector Control
The salaries and benefits go up 44% with new allocation percentages, and then $90,000 in capital expenditures proposed.

Engineering Department
Salaries and benefits increased 27% with the new Chief Development Officer position and new allocation percentages. Services and supplies went up 58% because of an increase in the outside services.

Parks and Rec Department
21% increase in salaries and benefits, with the Chief Operating Officer position added. The proposed Parks and Rec superintendent position will also add to that increase, and then they have $1.76 million in capital expenditures proposed.

Cemetery
The cemetery plan is relatively flat, but we are carrying over the Cemetery Master Plan amount from this current year to next year.

Building
Salaries and benefits increased by 24% with the addition of the Chief Development Officer.

Planning
Salaries and benefits increase 18% with the addition of the Chief Development Officer, and then all of their Master Plans carrying over of around $900,000.

Mayor called for any public input.

SPECIAL REVENUE FUNDS
Special revenue funds are proceeds from a very specific revenue source that are legally restricted or committed for specific purposes. We have 4 special revenue funds.

Court Administrative Fees
Will add $5,000 for JAVIS expenditures in the final budget.

Court Facilities Assessments
No material changes to the FY27 budget.

Transient Lodging Tax
Specifically set aside to promote tourism, at least 60% of the revenue has to be allocated for the operations and maintenance of any civic facilities.

Capital Projects

Outside the tentative $2 million transfer, this fund has no material change.

ENTERPRISE FUNDS

The Water Enterprise Fund and the Sewer Enterprise Fund.

Water Enterprise Fund - Tentative Budget FT 2027

Revenues:

Total Revenues - $14,105,5000

Expenses:

Total Expenses - $13,906,859

Ending Fund Balance:

Total Revenue - 14,105,500
Total expenses - $13,906,859
Change in net position - $198,641
Beginning net position - $141,210,083
Ending net position - $141,408,724

Water Enterprise Cash Flows

This is part of the budget that we have to submit to the state, and it's our cash flow forecast for the upcoming year. In the current year's budget, we budgeted for our cash to go down by almost $15 million, and most of that was attributed to capital projects that we needed to do, capital asset investment, those types of things. We're not going to spend the $15 million that we had budgeted for those, because we know some projects are going to carry over years, some things get pushed off, those types of things.
The best estimate is we are going to end up with about $8 million, so our fund balance is going to end up much higher than what we had budgeted. So we budgeted for our cash balance to be $33 million. We'd probably end up closer to $45, $47 million, somewhere in there. In our current year's budget, we're budgeting for a $5 million decrease in cash, which would bring our overall cash position down to just about $42 million.

Sewer Enterprise Fund

For service fees, we have a 3% increase to the budgeted revenues.

Revenues:

Total Revenue - $7,240,000

Expenditures:

Total Expenses - $7,222,174

Sewer Enterprise net position:

Ending Net Position - $58,344,832

Sewer Enterprise Cash Flows

We had budgeted to bring down that cash balance to $22 million in the current year. Our cash balance at the end of last year was $3 million higher than we budgeted for originally. We have capital expenses that's bringing the cash balance down to $22 million again for the current year.

Robert Carson, City Treasurer, pointed out that this reflects responsible planning for the future. We're still well within our means. We're spending the money that we've built up over the years in being able to provide additional services that are required by the city.

3. PUBLIC FORUM

The next meeting will be April 15, 2026.

4. ADJOURNMENT

There being no further business to come before it, the Fernley City Council Budget meeting adjourned at 7:50 pm.

Approved by the Fernley City Council on June 17, 2026, by a vote of:

AYES _____ NAYS:_____ ABSTENTIONS:_____ ABSENT:_____

_____ _____

Mayor Neal E. McIntyre ATTEST: City Clerk Kim Swanson

MINUTES OF THE

FERNLEY CITY COUNCIL MEETING

MAY 6, 2026

[IGNORE_INDENT]

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal. E McIntyre, Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza. Acting City Manager Lydia Altick, HR Manger Mitizi Carter, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Admin Specialist II Rachael Goetz, City Treasurer Robert Carson, Grant Administrator Trisha Livingston, Building Official Charity Birkel, Planning Director Michele Rambo, Public Works Director Barry Williams, Deputy Public Works Director Olivia John, Utilities Director Seong Kim

1.3. Public Forum

Becki Howlett— Wanted to thank the Public Works Department for painting the curbs outside the CRRC Building.

Kelly Flodman - A local resident and business owner, came to speak about and issue she is having with Code Enforcement. She urges the council to reconsider any expansion of Code Enforcement and their authority.

Lori Yanez- is here for NAMI Western Nevada and wanted to bring attention to mental health awareness as we are coining into Mental Health Awareness month. There is a Teen Text Line (988) and other suicide prevention programs. She encourages the council to think about how we can improve mental health for the community and to help accesses services.

Roman Cisneros - Is here to present rings to the council members that did not receive a ring when they honored the Mayor with one a month ago.

Tammi Dittman - Thanked public works for the painting and striping.

Lauren Huft - is here to thank the council for the ability to have public art in our community.

Rob Jacobsen - Chairman for the Boys and Girls club. He is here to thank the community for the turn-out to the Boys and Girls Club Passport to Party. He stated this fundraiser raised nearly $50,000.00 for the club and is grateful for the council and community as well as to have such a wonderful place to host these events.

Kim Fleming, Contractor Manager for Waste Management. She is here to report that year to date Waste Management has received 303 internal Surveys from Fernley residents with an average satisfaction score of 8.8 out of 10. She encourages the residents to reach out to the local Waste Management if there are any issues and reminds the residents that Waste Management is committed to solving problems quickly and effectively. A reminder that the extended transfer station hours are open every day 8–6, and they close for lunch from 12:00 –12:30.

1.4. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

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

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read the new businesses licenses.

2.4. Discussion and possible action to approve an annual contract with Evoqua Water Technologies for the equipment rental and the treatment of hydrogen sulfide (H2S) gases at the Rolling Meadows Lift Station, for a total not to exceed $80,614.88.

2.5. For Possible Action: For approval of a contract amendment to the Wood Rodgers contract for professional consulting services associated with the conveyance of land to the City of Fernley by the Bureau of Land Management as part of the 2014 Fernley Lands Bill.

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

Bret Willey, Lieutenant with the Lyon County Sheriffs Office. Gave the April stats for the City of Fernley. In the month of April, there were 316 traffic stops, and 1,265 calls for service for just the sheriff's office. This number does not include fire agencies or anyone outside the Sheriff's Office. The total arrests for the month was 52.

Councilwoman Zoberski requested a report of the percentage of the total in Fernley vs the rest of Lyon County.

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

No reports from staff at this meeting.

Councilman Mendoza attended the passport party for the Boys and Girls Club. The fire department is at the Black Bear Diner, and they are raising money for the Northern Nevada Children's Cancer Foundation and the firefighters are serving dinner.

Councilman Torres acknowledges the passing of former councilman Rick Jones. He was the first Ward 1 City Councilman. Councilman Torres was able to attend the SCAC Cemetery Clean Up. The SCAC is continually working to improve the cemetery. Councilman Torres thanks all the businesses and support for the Business Expo. It's City and County Municipality Clerks Week, and he'd like to thank the City Clerks Office for their hard work.

Councilwoman Zoberski has nothing at this time.

Councilman Hanan attended the Early Learning Center ribbon cutting at the CRRC. He had a meeting with the Porter Group, and they gave updates on some of the consulting. He attended the Deter grand opening in Fernley. Councilman Hanan also attended the Rotary Services of Northwestern Nevada where Mark IV was the guest, and they gave a rundown of their project at the Victory Location. He also attended the Walmart Grand Re-opening and the 25th anniversary meeting.

Mayor Neal. E McIntyre went to the ribbon cutting at Deter, the Early Learning Center Ribbon Cutting, and the Re-Grand Opening of Walmart. He also attended the cemetery event and the Business Expo at City Hall. There was a Chamber Golf Tournament for the Mayor's Cup and the Mayor is happy to report the Mayor's Cup is back in Fernley.

4. PROCLAMATIONS BY THE MAYOR

The Mayor proclaimed the month of May 2026 as Building Safety Month.
The Mayor proclaimed May 2026 as Older Americans Month.
The Mayor proclaimed the month of May 2026 as Mental Health Awareness Month.
The Mayor proclaimed the week of May 3rd through the 9th 2026 a Professional Municipal Clerk Week.

5. PRESENTATIONS

5.1. Presentation by Scott Barnes, Vice President, Entitlements for Mark IV Victory Logistics District of the required progress report of the Development Agreement (DA22001) approved by City Council on April 3, 2024.

Rick Nelson with Mark IV Capital. When the development agreement was passed two years ago, there was a requirement to come back to the city in 24 months. In the development agreement, there is an obligation for a parcel of land to be dedicated to a fire station and that has been met. Mark IV has put $10 million into the new fire station with construction being done by Upright Construction. It is along Duffy Road adjacent to Sherman Williams and Walmart. As of now, they have the foundation and utilities set and within two weeks, the pad will be poured. Upon completion and certificate of occupancy, in early 2027, this will allow for other businesses to move in. In section 5, there is a request for traffic and transportation improvements and that is the grant for the Nevada Pacific Parkway. At one time, that grant was only for the bridge. Now, there is a special assessment district process to allow them to do the entire parkway. It is expected to reach 100% completion of all designs in July. They expect construction to begin within 60 days after approval from the City. There is an expectation that Segment 1 and 2, which is 80 down to Gavin Road, will be completed within the first 6 months and the bridge will take 18 months.

Phase Zero, Building A, has been completed. It was originally occupied by Redwood but is currently occupied by Tesla and Tesla is expected to be there for the foreseeable future. There are building improvements happening in other buildings in the project and there has been a lot of activity for those buildings. There is currently ongoing preparation of office spaces to allow for move-in. Additionally, there is an abundance of outdoor storage around the building, and those are available either as parking lots or they can be fenced in. On adjacent land, there is built to suit opportunities. In addition to the Victory Sign, they are working on other signs to make it pleasant to see and for people to understand where they are at.

Phase 1 building and pads. There are currently about 900 acres under plow and roads are being built and paved. They have relocated the stormwater to make way for the railway. The railway 1B is flattened and ready to be built on. The industrial track agreement has been signed and there is about a mile of track laid down. There are 4 tracks to be laid down that all come together. It's about 50% complete and expected to have a completion date in August. Gavin road will take you directly to the wastewater treatment plant, and they are working with NV Energy to have telephone and power polls removed and moving everything underground to provide clear vision on both sides and room to widen the road. 1C is completed. However, there are no current customers.

Phase 2B, 2A and 2C are all under grading and the road system is being put in. Phase 2 includes Innovation Dr. The permitting from NDEP was approved. It starts just past Polaris and Innovation will take you out to Technology. They are currently putting in storm drain and sewer, and then they will put down the rest of the roads. These roads are expected to be completed in the next 18 months. Additionally, there were 3 public utilities easements for power and fiber. This allows the ability to get in and out and get ahold of the petabyte lines. There is an additional easement for NV Energy so they can build their substation and an easement for GreenLink expected around 2038.

Nevada Pacific Parkway is in 3 segments. Segment 1 is Interstate 80 down to Newlands. Segment 2 is Newlands to Gavin, and they are being worked on now. Segment 3 are the plans for the bridge, and they are about 90% completed. Mark IV is also working with the other seven businesses around to do a right-of-way acquisition having a non-condemnation purchase of that. There will also be an expansion to 6 lanes.

There was discussion as to why Mark IV would not be using the RAISE grant for this project. Rick Nelson clarified that the grant will expire, and it can only be used for segment 3, so it is costing Mark IV money currently. They needed a different funding mechanism that gave them the flexibility to allow it to happen at the same time. There has already been over $3.5 million in administrative fees just to manage the grant, with $2 more million coming if they were to retain it. By eliminating that, the $2 million can be applied within the SAD to get it done. They are going to use those savings to go after the right-of-way acquisition. And then the SAD gives you a road from 50 to 80. And it can be done years faster than we can do it with the grant.

The North Fernley plan is Mark IV property, not to be confused with the North Area Plan the City has. They are going through that process right now and they've hired a number of companies. The expectation is that will go to contract in about 60 days and then it will take about a year for planning, entitlements and so forth. The goal of that process is to come back to the city for a development agreement, and they will work through that development agreement and the City will be able to tell Mark IV the expectations for the North Fernley Plan.

There was council discussion as to when the City of Fernley will see Victory Logistics District bring in jobs the residents can occupy. The expectation is that Microsoft will start to hire in the next 18 months. Mark IV is working with two other companies that want to occupy buildings C and B and feel hiring will begin in the near future. There is a large company that is looking to buy 600 acres and a retail company that will have a 300-person work force as well.

It was questioned by council why Microsoft will not be on the same grid that Mark IV is building. Rick responded that Microsoft made a contract with NV Energy a few years back and Microsoft agreed to be only green out of the Lantern

Solar field that is up the highway. NV energy has to build the solar field and commission it as well as building the transmission lines down the highway to Victory and build the substation on Victory. Microsoft contracted and paid for the work to be done in 2029 or 2030. The contract is specific and is only allowed for that property, it does not provide additional power for anything else. Council questioned if this would be the same grid the city is on now and its up to NV Energy to balance their power network. NV Energy told Mark IV that they are unable to provide megawatt-level power until 2038.

The Fernley Power District will allow them to generate, own and distribute power under a franchise with the City of Fernley. All of the paperwork has been turned in for presentation at the May 20th meeting. This means Victory Logistics is working with NV Energy for a substation. They have given NV Energy an easement so NV Energy has control of that property. There is also a Victory Substation and both substations have a designed interconnect into the construction so in the future when NV Energy is there and has transmission-level power at Victory in 2038 and beyond, the opportunity for InterConnect is there. They expect to have a designated power parcel where they will build a generation plant under a franchise with the city. A district inside Victory has zero impact on the NV Energy service area. There is no impact on the ratepayers and it's all paid by private funds. The city benefits via the franchise without any obligations. There is also an indemnification for the city. NV Energy lags the ability to deliver and so the power district will fill that lag.

Councilwoman Zoberski questioned what the sound impact would be to the residents. Rick answered that Mark IV is working through the conditional use permit now, and it had been delayed because Mark IV didn't feel it robust enough to get the City the answers needed. They are talking about noise and the environment as well as usage and laying out in a detailed form. The Planning Commission will see it first, then the Council. Its estimated that the Power District will generate between $24 and $28 million a year for the City of Fernley general fund. Mark IV will also need to follow all state and environmental regulations.

Western Nevada College has signed a lease and for the first ten years there will be no cost to them. They have received money from the Congressional Funding Office. They will begin building classrooms, and they are currently using the Mark IV classroom, and Western Nevada will teach its first classes soon. Two of the future customers have asked to train the workforce there. There is additional funding coming from congressional sources and that will be in the FY27 funding. Mark IV plans to build a new office building on the other side of the freeway, and they will turn the current space into Wester Nevada College.

5.2. Discussion and Possible Action, Presentation by Design Workshop on design concepts for landscape and aesthetic enhancements to the Fernley Roundabout.

Madison Pong with Design Workshop appeared via Zoom to present the concept design for the roundabout. There were 3 designs brought to the city staff and from those 3 one was chosen as the preferred concept. The concepts are attached to these minutes. The preliminary cost is estimated to be $200,000. The monument is about $50,000. It was discussed among council and staff what would happen if NDOT were to change the roundabout in the future and it was clarified that even with a change to the roundabout the monument will not be lost only some of the vegetation. Robert Carson informed the council if they move forward with design, he would add it to the final budget and present it with the budget in two weeks and then it could be taken to NDOT for further discussion.

Motion: I MOVE TO PROCEED TO THE NEXT PHASE WITH THE PREFERRED CONCEPT FOR THE ROUND ABOUT PROJECT AND THAT THE CITY OF FERNLEY WORK HAND-IN-HAND WITH NDOT TO MAKE SURE THIS CONFORMS WITH ANY FUTURE REQUIREMENTS, CURRENT REQUIREMENT, FUTURE EXPANSIONS ETC. **Action:** Approve, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Passed, **Summary:** Yes 4 **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza

5.3. (For Possible Action) Discussion and Possible Action to approve the agreement for the installation of public art at City Locations during the Murals, Music & Margaritas Festival and the allocation of $6,500 from the Mayor's Community Support Budget. Presentation by Fernley Aces (Art & Culture Event Squad)

Sky Long had a recap of the Travel Nevada Rural Roundup. In her recap, she went over numbers for general tourism for Nevada over the last year. Room tax collection is down 1.5%, room nights down 5.1%, visitor volume is down 6.5%, airport volume is down 5.3%. However, even though these percentages are down a little there is a heavy focus on Brand USA marketing. The focus for Nevada is outdoor recreation, rural experience, astrotourism, and soft adventures such as e-bike trails and cultural experiences. Number 4 on the list of Nevada travel is what they call gig tripping. The

ACEs fall under this umbrella. Music tourism is a $7.7 billion industry. 60% of the attendees even plan multi-day trips around a gig or cultural festival. $1,200 is the estimated spend per person. Fernley also falls into a good category for day trips.

Jamie Daniels with the Fernly ACEs presented the proposed murals for the 2026 Music, Murals and Margaritas. The proposed murals at Out-Of-Town park will be at the memorial wall. Others will be the train depot bathrooms, the Out of Town Park dugouts, and the new building at the CRRC. The total financial investment from the city is $6,500. At the memorial wall at the gazebo, there are plaques honoring people who have fallen in the line of duty in public service. Starting with the center section, it will be a tribute to public servants in various branches of the military, fire department, EMS, sheriffs ect. There will be silhouettes of all of them on both sides flanking what is now a feature of those plaques. This will be painted by Kristel Giel, a local resident, military veteran and teacher. For the sides, it will be done by Edwin Esco Martines another military veteran. The side wings will feature portraits of people in various lines of work to complement the center section with the silhouettes. Then we have the depot restroom, the wall that faces Main Street and it will feature a train painted by Jen Charboneau. This painting will be something vintage that feels like its been there a long time. At the Little League Dugouts the two will be paid for by High Desert Little League. Artist Alyssa Compton will paint a Battle-born Bighorn Sheep jumping out of Nevada and then a Play Ball and baseball as a playful nod to baseball. Last is the CRRC Concession and ticket stand. At this time, the building isn't on the property but as soon as it is, there will be a concept from artist Chad Rice to wrap all the way around the building featuring a Nevada sunset and landscape with a train coming around the side of it. This one will be paid for by the Fernley Community Foundation. Chad Rice is the art teacher at the high school and is one of the founders of the ACES.

Motion: I MOVE TO APPROVE THE INSTALLATION OF THE PROPOSED PUBLIC ARTWORK AT THE OUT-OF-TOWN PARK, DEPOT RESTROOM, AND CRRC CONCESSION TICKET BUILDING, AS WELL AS THE AGREEMENT OF FERNLEY ACES ARTS AND CULTURE EVENT SQUAD FOR THE MURALS, MUSIC, AND MARGARITAS FESTIVAL. I FURTHER MOVE TO APPROVE THE ALLOCATION OF $6,500 FROM THE MAYOR'S COMMUNITY SUPPORT BUDGET. **Action:** Approve, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4 **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza

6. STAFF REPORTS

6.1. For presentation: to evaluate the three top-selected consultants to conduct an efficiency study for the City of Fernley.

It was approved to put 6.1 and 6.3 together as they discuss the same topics. See item 6.3

6.2. (Discussion and Possible Action) Application for assistance from Urban Design and Preservation Division Design-Preservation Rapid Assistance Teams (D-PRAT) for the site plan of the Out of Town Park.

Moved to 5/20/2026

6.3. Discussion and possible action to recommend that staff negotiate a contract with a consultant for the purpose of completing an efficiency study for the City of Fernley.

Item 6.1 and 6.3 are about the same thing so we are going to combine them in 6.3

Acting City Manager Lydia Altick presented. Councilman Mendoza requested an efficiency study. In March, the city sent out an RFP. They received 10 proposals. The top 5 were selected for interviews by the interview committee, interviews were conducted and the top 3 were selected to present to the council, followed by questions and answers. Aaron Baggerly with Matrix Consulting Group presented. Second, Johnathan Ingram, vice president with Raftelis and Ben Kittelson presented. Third is Patrick Ibarra with Horondo.

Motion: I MOVE TO ACCEPT MATRIX CONSULTING GROUP AS THE AWARD WINNER FOR THE RFP AND TO REPORT STAFF TO START DISCUSSIONS OF THE CONTRACT. **Action:** Approve, **Moved by:** Councilman Joe Mendoza, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 3, No 1 **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Mendoza, **No:** Councilman Hanan

After this motion, Aaron Mouritsen, City Attorney, informed council at 9 O'clock they would need to be a motion

from council that indicates what items they wish to proceed with. At this time, there are 3 items left and any items that are not selected as part of that will be continued to the next meeting.

Motion: I MOVE TO TABLE ITEMS 6.2 AND 7.1 UNTIL THE NEXT MEETING **ACTION:** APPROVE, **MOVED BY:** COUNCILMAN ALBERT TORRES, **Seconded by:** Councilman Joe Mendoza. **Vote:** Passed, **Summary:** Yes 4 **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza

6.4. For Possible Action: For possible approval of the submittal of a grant application to the Nevada Off-Highway Vehicle Grant Program for $86,250 to assist in the funding of the development of a Fernley Off-Highway Vehicle Plan.

Trisha Livingston presented. The state of Nevada has an Highway Vehicle Grant Program. The city would like to apply for it to develop a Fernley OHV plan. The cost estimate of the grant that we'd like to submit for the consultant to develop this plan would be $86,250. The deadline of the grant is May 17th. There is no match required. It's not in the budget, so we do not have a match. At this time, there is no financial implications other than staff time. The reason why we brought this to Council is because it hits, the Fernley's strategic plans in economic development. It'll develop outdoor recreation, improve quality of life. It'll develop trail connectivity, and it's also part of our grant pursuit strategy.

Motion: I MOVE TO APPROVE THE SUBMITTAL OF A GRANT APPLICATION TO THE NEVADA OFF-HIGHWAY VEHICLE GRANT PROGRAM IN THE AMOUNT OF $86,250. **Action:** Approve, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Joe Mendoza. **Vote:** Passed, **Summary:** Yes 4, **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza

7. PUBLIC HEARINGS

7.1. (Discussion and Possible Action) Second reading and Adoption 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.

Moved to 5/20/2026

8. PUBLIC FORUM

Tammi Dittman had questions for the council regarding Farm District Road and Nevada Pacific Parkway.

Bob Lucey, a resident of the state of Nevada, and also as your representative, for the Porter Group with the federal government. He hopes to be on the agenda in a future meeting but tonight he wanted to let the community know, he did have the opportunity to have Councilman Torres and Mayor McIntyre join us back in DC this year. We have been working with the City of Fernley since January 2026, and we're very honored to represent the City of Fernley. We did take three congressional district spending requests back on behalf of the City of Fernley to the federal government. I want to report to you today. We did find out earlier last month that, two out of the three projects that we had requested, were funded through, Congressman Amade's, CDS, requests. That was for the 50 looping Main, and the Gustafson Bridge. Those two projects have been selected by Congressman Mename. This will be moving forward in the FY27 fiscal budget. But, we did receive word from the State Senator's offices, both, Senator Rosen and Senator Cortez Masto, that the Ricci Tank project was also approved today. So, all three projects, big, big round of applause for the City of Fernley. You did get all three of your projects, a significant amount of money, that will be coming back to the Fernley for capital improvements to the City.

9. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 9:04 PM.

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

AYES _____ NAYS:_____ ABSTENTIONS:_____ ABSENT:_____

_____ _____

Mayor Neal E. McIntyre ATTEST: City Clerk Kim Swanson

Report Criteria:
License.Status = "Active"
Business.Origination date = 05/28/2026-06/10/2026

Business Name	DBA	Description	Occupation
A.C.E. Party Connection		Business Specific Professional Services	Balloon Deliver Service
M&G Construction		Contractor	General contracting services - Contractor 0093295, 0089
Solum Construction, Inc.		Contractor	General Contractor - Contractor 0053325A
OSR Holding Company LLC		Contractor	Commercial Roofing
Buddy's Window Cleaning & Services		Cleaning Services	Window washing, cleaning screens, construction cleanup
Hodgepodge Corner		Hobby/Crafter, Sewing, Jewelry, Metal, Wood, Leather	Home made resin art/cement & rock art
Yvonne Evans		Hair/Nail/Tanning/Spa Services	Nail Technician
Van Diepen Enterprises, LLC	Ecological Engineers	Pest Control	Pest control services and weed management
National Data and Surveying Services		Business Specific Professional Services	Traffic Data Collection
MBA Architecture - Clark, Fong Ltd	OneStudio D+A	Business Specific Professional Services	Architecture + Interior Design Firm
Greenlawn Care Landscaping		Lawn Care & Tree Services	Lawn care and maintenance

Grand Totals:
11

Report Criteria:
License.Status = "Active"
Business.Origination date = 05/28/2026-06/10/2026

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

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

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes: X	No:	Yes: X	No:	510-395-910 520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from Pilot Travel Centers, LLC - Tenant Improvements for 0.52 ERC's for Water and 3.04 ERC's for Sewer for Lyon County Parcel 021-061-34 located at 465 Pilot Road, Fernley, NV 89408.

AGENDA ITEM BRIEF:

1. Pilot Travel Centers, LLC is seeking a will-serve for their Tenant Improvements.
2. The project requires 0.52 ERC's for Water and 3.04 ERC's for Sewer.
3. The project qualifies to pay a fee in-lieu of water rights, pursuant to FMC 32.39.060 (a).

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Pilot Travel Centers, LLC - Tenant Improvements for 0.52 ERC's for Water and 3.04 ERC's for Sewer for Lyon County Parcel 021-061-34 located at 465 Pilot Road, Fernley, NV 89408."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

Pilot Travel Centers, LLC is seeking a will-serve for 0.52 ERC's for Water and 3.04 ERC's for Sewer to accommodate the Tenant Improvements, for Lyon County Parcel 021-061-34 located at 465 Pilot Road, Fernley, NV 89408.

Water Connection fees will be paid at the time of the building permit issuance at the rate of $7,879 per ERC unit for Water Service Connection and $5,628 per ERC unit for Sewer Service Connection.

City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. UT Will Serve Letter

THE CITY OF FERNLEY

Public Works/Utilities Department

595 Silver Lace Blvd

Fernley, NV 89408

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Pilot Travel Center – Tenant Improvements Development/ project or property located at 465 Pilot Road Fernley, Nevada with 0.52 water connections and/or 3.04 sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently $7,879.00 per unit for water and $5,628.00 per Equivalent Residential Capacity (ERC) unit for sewer.

2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.

3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works/Utilities Department, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.

4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**

5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works/Utilities Department Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works/Utilities Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works/Utilities Department.**

6. This Will-Serve applies to: APN# 021-061-34

Fernley City Council Approved Will-Serve on: June 17, 2026

Public Works/Utilities Director **Mayor – City of Fernley**

Applicant **Date**

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

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

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

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to authorize the execution of the Water Rights Banking and Dedication Agreement with STEPPING STONES OF FERNLEY, LLC, APN 021-331-40, TCID serial number 1059-13 in the amount of 10.08 acre feet annually.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Rights Banking and Dedication Agreement between STEPPING STONES OF FERNLEY, LLC, (the “Dedicator”) and the CITY OF FERNLEY, a political subdivision of the State of Nevada (the “City”), APN 021-331-40, TCID serial number 1059-13 in the amount of 10.08 acre feet annually.

RECOMMENDED MOTION:

"I move to to authorize the execution of the Water Rights Banking and Dedication Agreement with STEPPING STONES OF FERNLEY, LLC, APN 021-331-40, TCID serial number 1059-13 in the amount of 10.08 acre feet annually."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council could choose to reject the dedication of water rights. This alternative is not recommended by

staff and would be contrary to existing city policies.

BACKGROUND:

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

Stepping Stones of Fernley, LLC is proposing to dedicate 10.08 acre-feet of water rights appurtenant to APN 021-331-40 (TCID serial number 1059-13) to the City of Fernley. The deed and dedication packets were reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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

FINANCIAL IMPLICATIONS:

This dedication is being made to support future will-serve commitment requests. Pursuant to prior Council direction on December 3, 2014, the City will cover all legal and engineering costs associated with the dedication.

ATTACHMENTS:

1. Stepping Stones Dedication Agreement Draft (1059-13)
2. Stepping Stones Draft Deed (1059-13)
3. TCID Map_Stepping Stones

WATER RIGHTS BANKING
AND DEDICATION AGREEMENT

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 2026 (this "Agreement"), by and between STEPPING STONES OF FERNLEY, LLC, a Nevada limited liability company, (the "Dedicator") and the CITY OF FERNLEY, a political subdivision of the State of Nevada (the "City"), for the purpose of dedicating and banking certain water rights.

R E C I T A L S

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

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

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

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

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

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

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

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

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

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

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

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

A Ten and Eight One-Hundredths (10.08) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1059-13 Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 021-331-40, and further described in that certain Parcel Map recorded in the official records of Lyon County on August 29, 2024 as Document No. 685582.

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

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

(b) A re-vegetation plan must be prepared by a qualified agricultural engineer or the equivalent, and must outline the method by which permanent ground cover will be established. The re-vegetation plan shall provide for the application of a suitable seed mixture susceptible to natural germination in the climatic conditions existing

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

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

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

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

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

4. **Annexation.** If water utility service is requested by the Dedicator or the Assignee from the City outside the city limits of the City, and the Dedicator or the Assignee desires to use the Water Rights to satisfy the water right dedication requirements for water utility service, the City will determine whether it is appropriate to annex that property, and will only provide water utility service if the area is annexed into the City.

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

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

5. **Banking.** The Water Rights dedicated to the City under this Agreement shall be available for use in the satisfaction of the water right dedication requirement that is a pre-condition to receiving water utility service from the City. Once the water rights have been dedicated

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

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

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

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

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

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

6. **Change Applications.** Dedicator recognizes that the manner of use and place of use of the Water Rights must be changed to allow for municipal use in the City. Change applications that change the points of diversion, manner and place of use of the Water Rights will be prepared so that the Water Rights may be utilized for municipal purposes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dedicator	**City of Fernley**
Stepping Stones of Fernley, LLC	Department of Public Works
785 Corriente Ct	595 Silver Lace Boulevard

Fernley, NV 89408 Fernley, NV 89408

12. **General Conditions.**

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

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

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

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

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

(f) **Waivers; Extensions.** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

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

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

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

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

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

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

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

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

(m) **Indemnification.** The Dedicator and the Assignee agree, jointly and severally, to indemnify the City at all times and hold the City harmless in respect of any claims, damages or losses (including, without limitation, attorney's fees and costs), whether known or unknown, disclosed or undisclosed, arising from, by reason of or in connection with any part or portion of this Agreement. Dedicator hereby represents and warrants it has not sold, assigned, transferred, conveyed, hypothecated,

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

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

[signature page follows]

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

City of Fernley

_____
Mayor of Fernley

_____
Date:

Dedicator

_____
Craig King, Managing Member

_____
Date:

Attested:

_____
City Clerk

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

LYON CO. APN: 021-331-40

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

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

W I T N E S S E T H :

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

> A Ten and Eight One-Hundredths (10.08) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1059-13 Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 021-331-40, and further described in that certain Parcel Map recorded in the official records of Lyon County on August 29, 2024 as Document No. 685582 and further described as follows:
>
> *Being all that portion of the Northwest ¼ of Section 20, Township 20 North, Range 25 East, M.D.M and more particularly as described as follows:*

Commencing at the Northwest Section Corner of said Section 20, thence from the point of commencement, South 88°49'40" East a distance of 213.26 feet to the true point of beginning.

Thence continuing South 88°49'80" East a distance of 329.06 feet;

Thence South 00°56'52" East a distance of 215.00 feet;

Thence South 26°35'27" East a distance of 96.21 feet to the North right of way of N. Clover Lane;

Thence along said right of way, North 88°49'40" West a distance of 328.13 Feet, to a point of curvature;

Thence Along the arc of a tangent curve to the right, having a radius of 30.00 feet, through central angle of 89°34'02", a distance of 46.90 feet;

Thence North 00°44'22" East a distance of 22.65, to a point of curvature;

Thence along the arc of a tangent curve to the left, having a radius of 325.00 feet, through a central angle of 23°57'04", a distance of 135.86 feet to a point of curvature;

Thence along the arc of a curve to the right, tangent to a bearing N 23°12'42" W, having a radius of 28.00 feet, through a central angle of 72°10'13", a distance of 35.27 feet to a point of curvature;

Thence along the arc of a curve to the left, tangent to a bearing N 48°57'25" E, having a radius of 48.00 feet, through a central angle of 86°56'56", a distance of 72.85 feet to a point of curvature;

Thence along the arc of a curve to the right, tangent to a bearing N 37°59'52" W, having a radius of 28.00 feet, through a central angle of 39°09'46", a distance of 19.14 feet to the true point of beginning.

Containing an area of 2.25 acres feet of land, more or less.

Basis of bearings
Nevada State Plane Coordinate System, West Zone(2703), State Plane NAD'83 ('94 HARN)

The above legal descriptions appeared previously in Parcel Map, Document No. 685582, recorded on August 29, 2024, Official Records of Lyon County, Nevada.

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

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

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

DATED this ___ day of_____, 2026.

GRANTOR:
STEPPING STONES OF FERNLEY, LLC

BY: _____
Craig King, Managing Member

STATE OF _____)
: ss.
COUNTY OF_____)

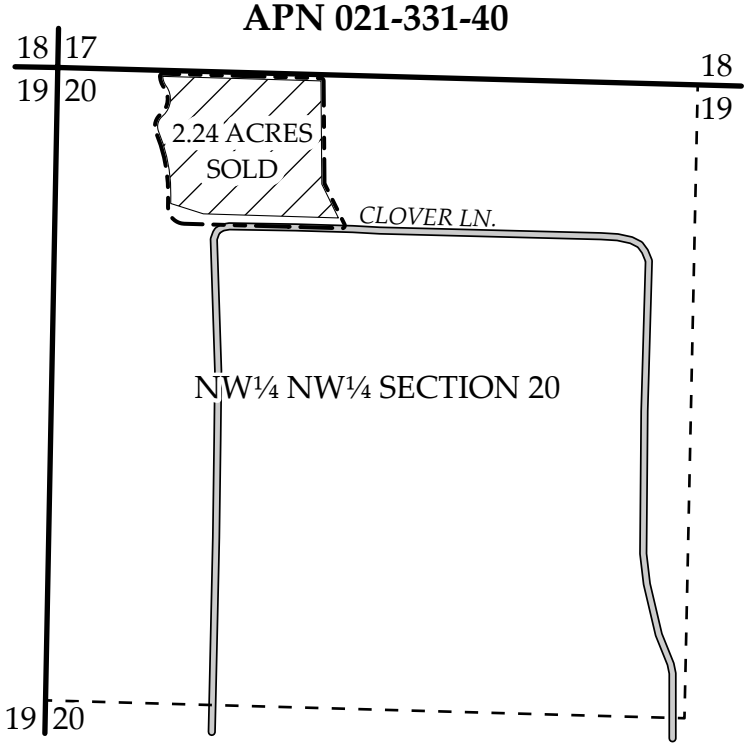
This instrument was acknowledged before me on _____, 2026, by Craig King.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

T.20N. ,R.25E., M.D.M.

TCID S/N 1059-13
LYON COUNTY
APN 021-331-40



DESCRIPTION

AREA OF WATER RIGHTS TO BE SOLD	2.24 ACRES (AC)
VOLUME OF WATER RIGHTS TO BE SOLD	10.08 ACRE-FEET ANNUALLY (AFA)
IRRIGATION DUTY	4.5 AFA/AC

N

RCI
Resource Concepts Inc

Map Compiled 5/20/2026

ROAD
1/16 SECTION LINE
PARCEL LINE
SECTION LINE
AREA SOLD

EXHIBIT A

WATER RIGHTS TO BE SOLD
FROM TCID SERIAL #1059-13
APN 021-331-40, NW¼ NW¼,
SECTION 20, T.20N, R.25E., M.D.M.

1 inch = 400 feet

0 400 800 1,200 1,600 Feet

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

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

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:	No: X	Various Department Funding Allocations

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action: For approval of an amendment to the City of Fernley's Personnel Policies and Procedures by adding a new Section, "6.16. Paid Parental Leave" to Section 6. "Leave Plans".

AGENDA ITEM BRIEF:

Paid parental leave supports healthier births and recoveries, strengthens early parent-child bonding, improves a family's financial stability, and promotes long-term child development. For employers, it can strengthen recruitment and retention, boost morale, and reduce turnover costs.

RECOMMENDED MOTION:

"I move to recommend adding Paid Parental Leave of up to one-hundred and sixty (160) hours as an added employee benefit to the City of Fernley's Personnel Policies and Procedures."

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (this term includes 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 or may not approve adding a new Section for Paid Parental Leave to the COF's Personnel Policies and Procedures.

BACKGROUND:

Paid parental leave supports healthier births and recoveries, strengthens early parent-child bonding, improves a family's financial stability, and promotes long-term child development. It is associated with lower infant mortality, reduced postpartum depression, and better outcomes for both parents and babies. For employers, it can strengthen recruitment and retention, boost morale, and reduce turnover costs.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

Exact financial implications are not known at this time but will be budgeted for FY26-27. Budget amounts will be determined depending on the employee's salary using this benefit of Paid Parental Leave.

ATTACHMENTS:

1. 6.16. Paid Parental Leave Policy
2. Advantages of Offering Paid Parental Leave to Personnel Policies and Procedures

6.16 Paid Parental Leave

Subject to the requirements and limitations in this section, employees eligible for leave under the Family and Medical Leave Act (FMLA) are eligible for up to one hundred and sixty (160) hours of paid parental leave following the birth of a child of the employee or the placement of a child with an employee for adoption or foster care.

1. Paid parental leave will not exceed one hundred sixty (160) hours in any rolling twelve (12) month period, regardless of whether more than one birth, adoption, or foster placement occurs within that period.
2. Paid parental leave will run concurrently with any FMLA leave. To receive paid parental leave, an employee must meet all qualifications for FMLA leave for the birth of a child of the employee or the placement of a child with the employee for adoption or foster care. Employees should consult with the **City of Fernley's** HR Manager for more information about FMLA leave.
3. Paid parental leave must be used within twelve (12) months of the birth or placement of a child. Any unused paid parental leave will be forfeited twelve (12) months after the birth or placement of the child.
4. Upon termination of employment for any reason, an employee will not be paid for any unused paid parental leave for which they were eligible.
5. In the event both parents are employed by the **City of Fernley**, and meet the criteria for parental leave, those parent employees may utilize paid parental leave during the same period of time (concurrently) or split separately.

Advantages of offering Paid Parental Leave as an Employee Benefit

Paid parental leave supports healthier births and recoveries, strengthens early parent-child bonding, improves family's financial stability, and promotes long-term child development. It is associated with lower infant mortality, reduced postpartum depression, and better outcomes for both parents and babies. For employers, it can strengthen recruitment and retention, boost morale, and reduce turnover costs.

Key benefits of paid parental leave include:

- **Improved health outcomes:** Paid leave is associated with lower infant mortality and reduced risk of premature birth or low birth weight. It also supports physical recovery after childbirth and can lower the risk of postpartum depression.
- **Child development and bonding:** Leave allows parents to establish routines and bond with a newborn during a critical period for early development. It is also linked to higher breastfeeding initiation and duration.
- **Economic stability:** Paid leave protects income at a time when expenses often rise, helping families avoid debt and reducing the risk of poverty during a child's first year.
- **Workplace benefits:** Employers often see higher retention and faster return-to-work, improved engagement, and stronger loyalty, all of which can improve productivity and reduce hiring and training costs.
- **Gender equity:** When leave is available and encouraged for both parents, caregiving responsibilities are more likely to be shared, supporting father's/partner's involvement and helping reduce career penalties that often fall disproportionately on mothers.
- **Lower stress and safer homes:** By easing financial and time pressures, paid leave can reduce household stress, a factor associated in research with lower rates of family conflict and reduced risk of infant abuse.

Without paid leave, many new parents are forced to return to work sooner than medically or developmentally ideal, limiting recovery time and reducing opportunities for bonding.

Additionally, this has been discussed with the Union during negotiations and they agree with this added benefit.

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

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

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:X	No:	Water and Sewer Enterprise Funds

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve the award of the 2026-2027 Annual Materials Supplier Contract to Western Nevada Supply in an amount not to exceed the unit pricing listed in the attached inventory pricing list.

AGENDA ITEM BRIEF:

This item requests City Council approval to award the 2026-2027 Annual Materials Supplier bid for utility materials. The bid establishes unit pricing for commonly used water and sewer materials. The bid establishes unit pricing for commonly used water and sewer materials needed for operational and maintenance activities.

RECOMMENDED MOTION:

I move to award the 2026-2027 Annual Materials Supplier contract for utility materials to Western Nevada Supply at the unit prices submitted.

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 reject the bid and provide staff with further direction.

BACKGROUND:

The Utilities Department requires a consistent supply of water and sewer materials to support ongoing operations, maintenance, and emergency repairs. To maintain fair pricing and ensure compliance with the City's procurement policies, staff annually advertises an Invitation to Bid for utility materials.

The 2025-2026 Annual Materials Supplier Bid was publicly advertised in accordance with NRS and City requirements.

This annual materials supplier bid establishes unit pricing for commonly used utility materials, which the City purchases on an as-needed basis throughout the year. Expenditures are charged to the Water and Sewer Enterprise Funds depending on the type of work performed.

Awarding this bid ensures stable pricing, availability of critical materials, and efficient procurement for water and sewer operations.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.065
NRS 332.148

FINANCIAL IMPLICATIONS:

Purchases made under the Annual Materials Supplier contract will be charged to the Water and Sewer Enterprise Funds on an as-needed basis throughout the year. Actual expenditures will vary depending on operational needs, repairs, maintenance activities, and project requirements.

Awarding this bid does not commit the City to a specific dollar amount; it establishes unit pricing for utility materials that will be purchased within approved departmental budgets for FY 2026–2027.

ATTACHMENTS:

1. Western Nevada Supply
2. 2026-2027 Materials Bid Opening Table
3. 2026-2027 ANNUAL MATERIAL SUPPLIER BID PACKET
4. COF Long Form Contract

WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

TO: CITY OF FERNLEY
355 COTTONWOOD LN.
FERNLEY, NV 89408

DATE: 07/01/26 NO. 992709.4
EFFECTIVE 07/01/26 TO 06/30/27

TERMS: NET 30 DAYS PAGE# 1
FOB: JOBSITE
PREP. BY: ROD SMITH
775-353-0231
rsmith@goblueteam.com

JOB:2026-2027 FERNLEY MATERIAL SUP

REMARKS:
* CITY OF FERNLEY *

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

Western Nevada Supply Co expressly reserves the right to equitably adjust the quoted price at any time prior to shipment in the event that material costs increase for reasons beyond our control

*** SALES TAX NOT INCLUDED ***

Qty	Part #	Description	Price.....	Extended
1		===> CURB STOP VALVES		
1	WBF1CA0027	CALF 3/4 FIP X FIP CURB STP	96.46	96.46
1	WBF1CA0028	CALF 1 FIP X FIP CURB STP	149.88	149.88
1	WBF1CA0153	CALF 1-1/4 FIP X FIP LOCKWING CURB STOP	257.29	257.29
1	WBF1CA0029	CALF 1-1/2 FIP X FIP CURB STP	309.21	309.21
1	WBF1CA0030	CALF 2 FIP X FIP CURB STP	452.47	452.47
		SEGMENT 1 TOTAL		1,265.31
2		===> CORP STOP VALVES		
1	WBF1CA0078	CALF 3/4 MIP X MIP CORP STP	83.06	83.06
1	WBF1CA0013	CALF 1 MIP X MIP CORP STP	114.52	114.52
1	WBF1CA0150	CALF 1-1/4 MIP X MIP CORP STP	180.72	180.72
1	WBF1CA0014	CALF 1-1/2 MIP X MIP CORP STP	229.20	229.20
1	WBF1CA0015	CALF 2 MIP X MIP CORP STP	390.91	390.91
		SEGMENT 2 TOTAL		998.41
3		===> BRASS UNIONS		

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WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 992709.4
DATE..: 07/01/26
JOB...: 2026-2027 FERNLEY MATERIAL SUPPLY
PAGE#.: 2

Qty	Part #	Description	Price.....	Extended
1	PFBCA00133	CALF 1/2 BRS UNION	21.65	21.65
1	PFBCA00134	CALF 3/4 BRS UNION	30.00	30.00
1	PFBCA00135	CALF 1 BRS UNION	39.58	39.58
1	PFBCA00136	CALF 1-1/4 BRS UNION	57.95	57.95
1	PFBCA00137	CALF 1-1/2 BRS UNION	68.41	68.41
1	PFBCA00138	CALF 2 BRS UNION	104.89	104.89
		SEGMENT 3 TOTAL		322.48
4		===> BRASS NIPPLES		
1	PFB1211520	CALF 1/2 XCLS BRS NIP	4.97	4.97
1	PFB1211540	CALF 1/2 X 1-1/2 BRS NIP	5.76	5.76
1	PFB1211560	CALF 1/2 X 2 BRS NIP	6.61	6.61
1	PFB1211580	CALF 1/2 X 2-1/2 BRS NIP	7.94	7.94
1	PFB1211600	CALF 1/2 X 3 BRS NIP	9.05	9.05
1	PFB1211620	CALF 1/2 X 3-1/2 BRS NIP	10.33	10.33
1	PFB1211640	CALF 1/2 X 4 BRS NIP	11.61	11.61
1	PFB1211660	CALF 1/2 X 4-1/2 BRS NIP	13.62	13.62
1	PFB1211680	CALF 1/2 X 5 BRS NIP	14.70	14.70
1	PFB1211700	CALF 1/2 X 5-1/2 BRS NIP	16.27	16.27
1	PFB1212020	CALF 3/4 X CLS BRS NIP	7.20	7.20
1	PFB1212040	CALF 3/4 X 1-1/2 BRS NIP	7.68	7.68
1	PFB1212060	CALF 3/4 X 2 BRS NIP	9.07	9.07
1	PFB1212080	CALF 3/4 X 2-1/2 BRS NIP	10.52	10.52

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WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 992709.4
DATE..: 07/01/26
JOB...: 2026-2027 FERNLEY MATERIAL SUPPLY
PAGE#.: 3

Qty	Part #	Description	Price.....	Extended
1	PFB1212100	CALF 3/4 X 3 BRS NIP	12.14	12.14
1	PFB1212120	CALF 3/4 X 3-1/2 BRS NIP	13.80	13.80
1	PFB1212140	CALF 3/4 X 4 BRS NIP	15.57	15.57
1	PFB1212160	CALF 3/4 X 4-1/2 BRS NIP	18.00	18.00
1	PFB1212180	CALF 3/4 X 5 BRS NIP	19.26	19.26
1	PFB1212200	CALF 3/4 X 5-1/2 BRS NIP	21.05	21.05
1	PFB1212220	CALF 3/4 X 6 BRS NIP	22.74	22.74
1	WZNS964197	CALF 3/4 X 10 BRS NIP	11.54	11.54
1	PFB1212340	CALF 3/4 X 12 BRS NIP	40.65	40.65
1	PFB1212520	CALF 1 XCLS BRS NIP	10.62	10.62
1	PFB1212560	CALF 1 X 2 BRS NIP	13.10	13.10
1	PFB1212580	CALF 1 X 2-1/2 BRS NIP	15.50	15.50
1	PFB1212600	CALF 1 x 3 BRS NIP	17.31	17.31
1	PFB1212620	CALF 1 X 3-1/2 BRS NIP	21.31	21.31
1	PFB1212640	CALF 1 X 4 BRS NIP	22.54	22.54
1	PFB1212660	CALF 1 X 4-1/2 BRS NIP	26.73	26.73
1	PFB1212680	CALF 1 X 5 BRS NIP	29.56	29.56
1	PFB1212700	CALF 1 X 5-1/2 BRS NIP	32.38	32.38
1	PFB1212720	CALF 1 X 6 BRS NIP	33.20	33.20
1	PBB1214319	CALF 1 X 10 BRS NIP	54.34	54.34
1	PFB1213020	CALF 1-1/4 XCLS BRS NIP	16.25	16.25
1	PFB1213060	CALF 1-1/4 X 2 BRS NIP	18.55	18.55
1	PFB1213100	CALF 1-1/4 X 3 BRS NIP	24.83	24.83

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WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

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Qty	Part #	Description	Price.....	Extended
1	PFB1213140	CALF 1-1/4 X 4 BRS NIP	33.73	33.73
1	PFB1213180	CALF 1-1/4 X 5 BRS NIP	38.43	38.43
1	PFB1213220	CALF 1-1/4 X 6 BRS NIP	44.50	44.50
1	WZNS964198	CALF 1-1/4 X 10 BRS NIP	25.38	25.38
1	PFB1213221	CALF 1-1/4 X 12 BRS NIP	90.75	90.75
1	PFB1213520	CALF 1-1/2 XCLS BRS NIP	20.49	20.49
1	PFB1213560	CALF 1-1/2 X 2 BRS NIP	22.73	22.73
1	PFB1213580	CALF 1-1/2 X 2-1/2 BRS NIP	28.09	28.09
1	PFB1213600	CALF 1-1/2 X 3 BRS NIP	31.29	31.29
1	PFB1213620	CALF 1-1/2 X 3-1/2 BRS NIP	34.57	34.57
1	PFB1213640	CALF 1-1/2 X 4 BRS NIP	38.02	38.02
1	WZNS964199	CALF 1-1/2 X 4-1/2 BRS NIP	13.46	13.46
1	PFB1213680	CALF 1-1/2 X 5 BRS NIP	48.76	48.76
1	PFB1213700	CALF 1-1/2 X 5-1/2 BRS NIP	53.35	53.35
1	PFB1213720	CALF 1-1/2 X 6 BRS NIP	56.17	56.17
1	WZNS964200	CALF 1-1/2 X 10 BRS NIP	29.61	29.61
1	PFB1213721	CALF 1-1/2 X 12 BRS NIP	110.22	110.22
1	PFB1214020	CALF 2 X CLS BRS NIP	31.20	31.20
1	PFB1214080	CALF 2 X 2-1/2 BRS NIP	34.73	34.73
1	PFB1214100	CALF 2 X 3 BRS NIP	36.28	36.28
1	PFB1214140	CALF 2 X 4 BRS NIP	48.91	48.91
1	PFB1214180	CALF 2 X 5 BRS NIP	62.38	62.38

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WESTERN NEVADA SUPPLY
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Qty	Part #	Description	Price.....	Extended
1	PFB1214220	CALF 2 X 6 BRS NIP	70.07	70.07
1	WZNS964201	CALF 2 X 10 BRS NIP	38.46	38.46
1	PFB1214222	CALF 2 X 12 BRS NIP	138.06	138.06
		SEGMENT 4 TOTAL		1,825.94
5		===> METER SETTER YOKES		
1	WZNS964205	CALF 5/8X3/4X12 MTR SET W/CHK B2434RN-2	168.42	168.42
1	WBF1CA0112	CALF 3/4 X 12 MTR RESET	287.56	287.56
1	WBF1CA0113	CALF 3/4 X 18 MTR RESET	329.12	329.12
1	WZNS914460	CALF 1 X 12 MTR SET	274.52	274.52
1	WZNS964210	CALF 1-1/2 X 12 MTR SET	836.62	836.62
1	WBF1CA0136	CALF FORD 1-1/2 X 18 MTR SET	1588.96	1588.96
1	WZNS964211	CALF 2 X 12 MTR SET	997.83	997.83
1	WBF1CA0137	CALF FORD 2 X 18 MTR SET	1874.42	1874.42
1	WBF1CA0115	CALF 1 X 18 MTR RESET	465.36	465.36
		SEGMENT 5 TOTAL		6,822.81
6		===> FIRE HYDRANT METERS		
1	PVZ1800260	REWH 267 BRZ 2-1/2 THD I GATE VLV	253.08	253.08
1	WFB1A01041	SM25OF 2-1/2 FNST SW X 2-1/2 MIP	70.00	70.00
1	WFB1A01011	DMH2525F 2-1/2 MIP X 2-1/2 MNST	34.22	34.22
1	WFB1A01031	FM25F25T 2-1/2 FNST X 2-1/2 MIP	38.82	38.82
1	PZNS800357	3 X 2-1/2 BRS BUSH	43.00	43.00
1	PZNS778151	2-1/2 X CLS BRS NIP	34.97	34.97

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WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 992709.4
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JOB...: 2026-2027 FERNLEY MATERIAL SUPPLY
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Qty	Part #	Description	Price.....	Extended
1	WUZ1000350	MUEL A301 SAFETY FLG REP KIT 5 1/4	440.62	440.62
1	WZNS813195	MUEL 280361 BONNET REPAIR KIT 5-1/4 IMPR	61.07	61.07
		SEGMENT 6 TOTAL		975.78
7		===> FITTINGS STD MALE		
1	WBF1CA0036	CALF 3/4 COMP CTS X MIP ADPT	27.79	27.79
1	WBF1CA0079	CALF 3/4 MIP X COMP IPS ADPT	34.11	34.11
1	WBF1CA0037	CALF 1 COMP CTS X MIP ADPT	32.82	32.82
1	WBF1CA0080	CALF 1 MIP X COMP IPS ADPT	53.49	53.49
1	WBF1CA0038	CALF 1-1/4 COMP CTS X MIP ADPT	63.38	63.38
1	WBF1CA0171	CALF FORD 1-1/4 MIP X COMP IPS ADPT	84.60	84.60
1	WBF1CA0129	CALF FORD 1-1/2 MIP X COMP IPS ADPT	119.81	119.81
1	WBF1CA0039	CALF 1-1/2 COMP CTS X MIP ADPT	90.76	90.76
1	WBF1CA0040	CALF 2 COMP CTS X MIP ADPT	132.24	132.24
		SEGMENT 7 TOTAL		639.00
8		===> COMPRESSION CTS FEMALE		
1	WBF1CA0041	CALF 3/4 COMP CTS X FIP ADPT	29.77	29.77
1	WBF1CA0081	CALF 3/4 FIP X COMP IPS ADPT	34.30	34.30
1	WBF1CA0043	CALF 1 COMP CTS X FIP ADPT	42.57	42.57
1	WBF1CA0045	CALF 1-1/2 COMP CTS X FIP ADPT	116.06	116.06
1	WBF1CA0046	CALF 2 COMP CTS X FIP ADPT	138.30	138.30
1	WBF1CA0044	CALF 1-1/4 COMP CTS X FIP ADPT	72.85	72.85

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WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

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JOB...: 2026-2027 FERNLEY MATERIAL SUPPLY
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Qty	Part #	Description	Price.....	Extended
		SEGMENT 8 TOTAL		433.85
9		===> COMPRESSION CTS DBL END		
1	wbf1ca0047	CALF 3/4 COMP X COMP CTS CPLG	33.90	33.90
1	WBF1CA0168	CALF 1 COMP X COMP CTS CPLG	36.98	36.98
1	WBF1CA0084	CALF 1 IPS OR 1-1/4 CTS COMP X COMP CPLG	84.44	84.44
1	WBF1CA0172	CALF FORD 1-1/4 COMP X COMP IPS CPLG	93.49	93.49
1	WBF1CA0048	CALF 1-1/2 COMP X COMP CTS CPLG	130.37	130.37
1	WBF1CA0049	CALF 2 COMP X COMP CTS CPLG	176.07	176.07
0	WWNS026998	**2-1/2" COMPXCOMP NOT AVAILABLE**		
		SEGMENT 9 TOTAL		555.25
10		===> METERS		
1	WK13590010	3 OMNI T2 GALLON	1713.33	1713.33
1	WK13590110	3 OMNI C2 GALLON	2475.48	2475.48
1	WK13590015	4 OMNI T2 GALLON	3335.49	3335.49
1	WK13590115	4 OMNI C2 GALLON	4299.52	4299.52
1	WKZ1359020	IPERL 3/4 7.5LL 1000 GAL TRPL WTR MTR	196.26	196.26
1	WKZ1359025	IPERL 3/4 9LL 1000 GAL TRPL WTR MTR	220.03	220.03
1	WKZ1359030	IPERL 1 1000 GAL TRPL WTR MTR	308.64	308.64
1	WK13590030	1-1/2 OMNI R2 1000 GAL WTR MTR	788.28	788.28
1	WK13590035	2 OMNI R2 1000 GAL WTR MTR	1106.02	1106.02
		SEGMENT 10 TOTAL		14,443.05

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WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 992709.4
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JOB...: 2026-2027 FERNLEY MATERIAL SUPPLY
PAGE#.: 8

Qty	Part #	Description	Price.....	Extended
	11	===> MXU UNITS		
1	WKZ1101105	SENSUS M2 FLEXNET 520M DUAL	307.63	307.63
1	WKZ1101099	SENSUS 520 TOUCHREAD EXT CABLE	39.86	39.86
1	WKZ1101104	SENSUS M2 FLEXNET 520M SINGLE	210.52	210.52
		SEGMENT 11 TOTAL		558.01
	12	===> METER REGISTERS		
1	WKZ1101073	SRII 3/4 RGST TRPL 1000 GAL	79.25	79.25
1	WKZ1101077	SRII 1 RGST TRPL 1000 GAL	79.25	79.25
1	WKZ1101062	SR 1-1/2 RGST TRPL 1000 GAL	85.64	85.64
1	WKZ1101068	2 SR RGST TRPL 1000 GAL	85.64	85.64
		SEGMENT 12 TOTAL		329.78
	13	===> FIRE HYDRANTS		
1	WVI1A00030	4' MJ NST SPEC HYD L/A RED 423-501389	4354.35	4354.35
1	WVI1A00040	5' MJ NST SPEC HYD L/A RED 423-502406	4667.24	4667.24
		SEGMENT 13 TOTAL		9,021.59
	14	===> FIRE HYDRANT EXTENSIONS		
1	WUZ1000130	MUEL A320-020 24 HYD EXT COMP 5 1/4	1133.76	1133.76
1	WUZ1000110	MUEL A320-010 12 HYD EXT COMP 5 1/4	919.24	919.24
		SEGMENT 14 TOTAL		2,053.00
	15	===> BOXES		
1	WBZ1301019	N16 CONC BOX 12 X 22-1/4	74.93	74.93

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WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 992709.4
DATE..: 07/01/26
JOB...: 2026-2027 FERNLEY MATERIAL SUPPLY
PAGE#.: 9

Qty	Part #	Description	Price.....	Extended
1	WBZ1301041	B16 CONC EXT 12 HIGH	61.43	61.43
1	WBZ1301081	B36 CONC BOX 17-1/4 X 30	114.95	114.95
1	WBZ1301103	B36 CONC EXT 12 HIGH	110.29	110.29
1	WBZ1301171	G5 CONC VLV BOX 10-3/8 X 12	72.92	72.92
1	WZNS837593	G5 CONC EXT 12 HIGH	7.99	7.99
1	WBZ1301039	B16 STL LID	315.52	315.52
1	WBZ1301101	B36 STL LID	482.12	482.12
1	WBZ1301037	B16 CONC LID WITH PROBE HOLE	60.04	60.04
1	WBZ1301100	B36 CONC LID W/2 PROBE HOLES		
1	WBZ1301173	G5 CI LID MARKED WTR	57.67	57.67
		SEGMENT 15 TOTAL		1,357.86
16		===> FIBERLYTE BOXES & LIDS		
1	WBZ1301019	N16 CONC BOX 12 X 22-1/4 *FL16 BOX NOT MADE*	74.93	74.93
1	WBZ1301210	CHRISTY FL36 BOX 12 HIGH	345.95	345.95
1	WBZ1301221	FL16 LID WITH PROBEHOLE	150.99	150.99
1	WBZ1301216	FL36 W/2 PROBE HOLE MARKED WTR	335.85	335.85
1	WBZ1301041	B16 CONC EXT 12 HIGH	61.43	61.43
1	WBZ1301230	CHRISTY FL36 EXT 8	228.26	228.26
		SEGMENT 16 TOTAL		1,197.41
17		===> WATER PIPE		
20	WPZ1A01050	4 X 20 DR18 CL 235 PVC C900 PIPE	6.30	126.00

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WESTERN NEVADA SUPPLY
* * Q U O T A T I O N * *

QUOTE#: 992709.4
DATE..: 07/01/26
JOB...: 2026-2027 FERNLEY MATERIAL SUPPLY
PAGE#.: 10

Qty	Part #	Description	Price.....	Extended
20	WPZ1A01100	6 X 20 DR18 CL235 PVC C900 PIPE	12.82	256.40
20	WPZ1A01150	8 X 20 DR18 CL235 PVC C900 PIPE	22.00	440.00
20	WPZ1A01200	10 X 20 DR18 CL235 PVC C900 PIPE	33.02	660.40
20	WPZ1A01250	12 X 20 DR18 CL235 PVC C900 PIPE	46.50	930.00
20	WPZ1A02252	14 X 20 DR18 CL235 PVC C905 PIPE	65.72	1314.40
20	WPZ1A02254	16 X 20 DR18 CL235 PVC C905	82.85	1657.00
20	WPZ1A02256	18 X 20 DR18 CL235 PVC C905	104.72	2094.40
			SEGMENT 17 TOTAL	7,478.60
	18	===> BRASS TEES		
1	PFBCA00033	CALF 1/2 BRS TEE	9.60	9.60
1	PFM1270554	1/2 GLV MI T IMP	3.39	3.39
1	PFBCA00140	CALF 3/4 BRS T	13.80	13.80
1	PFBCA00034	CALF 1 BRS TEE	24.50	24.50
1	PFBCA00035	CALF 1-1/4 BRS TEE	34.39	34.39
1	PFBCA00037	CALF 1-1/2 BRS TEE	47.29	47.29
1	PFBCA00038	CALF 2 BRS TEE	77.48	77.48
			SEGMENT 18 TOTAL	210.45
	19	===> BRASS 90'S		
1	PFBCA00003	CALF 1/2 BRS 90 ELL	8.34	8.34
1	PFBCA00005	CALF 3/4 BRS 90 ELL	11.23	11.23
1	PFBCA00006	CALF 1 BRS 90 ELL	17.33	17.33

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WESTERN NEVADA SUPPLY
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JOB...: 2026-2027 FERNLEY MATERIAL SUPPLY
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Qty	Part #	Description	Price.....	Extended
1	PFBCA00007	CALF 1-1/4 BRS 90 ELL	27.53	27.53
1	PFBCA00008	CALF 1-1/2 BRS 90 ELL	47.84	47.84
1	PFBCA00009	CALF 2 BRS 90 ELL	55.96	55.96
		SEGMENT 19 TOTAL		168.23
	20	===> BRASS 45'S		
1	PFBCA00013	CALF 1/2 BRS 45 ELL	7.63	7.63
1	PFBCA00014	CALF 3/4 BRS 45 ELL	11.57	11.57
1	PFBCA00015	CALF 1 BRS 45 ELL	19.40	19.40
1	PFBCA00016	CALF 1-1/4 BRS 45 ELL	31.75	31.75
1	PFBCA00017	CALF 1-1/2 BRS 45 ELL	38.73	38.73
1	PFBCA00018	CALF 2 BRS 45 ELL	61.56	61.56
		SEGMENT 20 TOTAL		170.64
	21	===> BRASS BELL REDUCERS		
1	PFBCA00066	CALF 3/4 X 1/2 BRS CPLG	10.93	10.93
1	PFBCA00068	CALF 1 X 3/4 BRS CPLG	18.17	18.17
1	PFBCA00075	CALF 2 X 3/4 BRS CPLG	65.08	65.08
1	PFBCA00076	CALF 2 X 1 BRS CPLG	63.84	63.84
1	PFBCA00078	CALF 2 X 1-1/2 BRS CPLG	56.67	56.67
		SEGMENT 21 TOTAL		214.69
	22	===> BRASS HEX BUSHING		
1	PFBCA00107	CALF 3/4 X 1/2 BRS HEX BUSHING	6.01	6.01

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WESTERN NEVADA SUPPLY
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JOB...: 2026-2027 FERNLEY MATERIAL SUPPLY
PAGE#.: 12

Qty	Part #	Description	Price.....	Extended
1	PFBCA00110	CALF 1 X 3/4 BRS HEX BUSHING	9.08	9.08
1	PFBCA00111	CALF 1-1/4 X 3/4 BRS HEX BUSHING	16.04	16.04
1	PFBCA00112	CALF 1-1/4 X 1 BRS HEX BUSHING	15.48	15.48
1	PFBCA00114	CALF 1-1/2 X 3/4 BRSHEX BUSHING	24.18	24.18
1	PFBCA00115	CALF 1-1/2 X 1 BRS HEX BUSHING	19.79	19.79
1	PFBCA00116	CALF 1-1/2 X 1-1/4 BRS HEX BUSHING	19.79	19.79
1	PFBCA00117	CALF 2 X 3/4 BRS HEX BUSHING	35.28	35.28
1	PFBCA00118	CALF 2 X 1 BRS HEX BUSHING	35.28	35.28
1	PFBCA00120	CALF 2 X 1-1/2 BRS HEX BUSHING	29.29	29.29
1	PFBCA00119	CALF 2 X 1-1/4 BRS HEX BUSHING	30.35	30.35
		SEGMENT 22 TOTAL		240.57
23		===> BRASS STRAIGHT COUPLINGS		
1	PFBCA00053	CALF 1/2 BRS CPLG	6.87	6.87
1	PFBCA00054	CALF 3/4 BRS CPLG	9.08	9.08
1	PFBCA00055	CALF 1 BRS CPLG	13.80	13.80
1	PFBCA00056	CALF 1-1/4 BRS CPLG	21.56	21.56
1	PFBCA00057	CALF 1-1/2 BRS CPLG	29.29	29.29
1	PFBCA00058	CALF 2 BRS CPLG	48.23	48.23
		SEGMENT 23 TOTAL		128.83
24		===> BRASS PLUGS		
1	PFBCA00121	CALF 1/2 BRS PLUG	5.76	5.76
1	PFBCA00122	CALF 3/4 BRS PLUG	6.57	6.57

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WESTERN NEVADA SUPPLY
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Qty	Part #	Description	Price.....	Extended
1	PFBCA00123	CALF 1 BRS PLUG	8.65	8.65
1	PFBCA00124	CALF 1-1/4 BRS PLUG	12.89	12.89
1	PFBCA00125	CALF 1-1/2 BRS PLUG	16.42	16.42
1	PFBCA00126	CALF 2 BRS PLUG	25.91	25.91
		SEGMENT 24 TOTAL		76.20
	25	===> BRASS CHECK VALVES		
1	PVZ1KCA024	LF NIBC T413Y-LF 1/2 THD CHK VLV	130.04	130.04
1	PVZ1KCA025	CALF NIBC T413Y-LF 3/4 THD CHK VLV	151.65	151.65
1	PVZ1KCA026	CALF NIBC T413Y-LF 1 THD CHK VLV	208.97	208.97
1	PVZ1KCA027	LF NIBC T413Y-LF 1-1/4 THD CHK VLV	295.93	295.93
1	PVZ1KCA028	LF NIBC T413Y-LF 1-1/2 THD CHK VLV	344.41	344.41
1	PVZ1KCA029	CALF NIBC T413Y-LF 2 THD CHK VLV	504.50	504.50
		SEGMENT 25 TOTAL		1,635.50
	26	===> SCH80 PVC COUPLINGS		
1	PEZC216066	SPEA 3/4 S PVC 80 CPLG	5.34	5.34
1	PEZC215510	SPEA 3/4 FA PVC 80 ADPT	5.50	5.50
1	PEZC215545	SPEA 3/4 MA PVC 80 ADPT	5.09	5.09
1	PEZC216070	SPEA 1 S PVC 80 CPLG	5.50	5.50
1	PEZC215516	SPEA 1 FA PVC 80 ADPT	8.09	8.09
1	PEZC215550	SPEA 1 MA PVC 80 ADPT	8.81	8.81
		SEGMENT 26 TOTAL		38.33

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WESTERN NEVADA SUPPLY
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Qty	Part #	Description	Price.....	Extended
	27	===> SCH80 PVC 90'S		
1	PEZC216272	SPEA 3/4 S PVC 80 90 ELL	2.78	2.78
1	PEZC216326	SPEA 3/4 S PVC 80 SXT 90 ELL	10.09	10.09
1	PEZC216276	SPEA 1 S PVC 80 90 ELL	4.49	4.49
1	PEZC216328	SPEA 1 S PVC 80 SXT 90 ELL	10.92	10.92
			SEGMENT 27 TOTAL	28.28
	28	===> SCH80 PVC 45'S		
1	PEZC216190	SPEA 3/4 S PVC 80 45 ELL	6.28	6.28
1	PEZC216192	SPEA 1 S PVC 80 45 ELL	9.40	9.40
0	WWNS026998	**SLIPXFIP NOT AVAILABLE**		
			SEGMENT 28 TOTAL	15.68
	29	===> SCH80 PVC T'S		
1	PEZC216610	SPEA 3/4 S PVC 80 T	6.44	6.44
1	PEZC216615	SPEA 1 S PVC 80 T	8.06	8.06
			SEGMENT 29 TOTAL	14.50
	30	===> SCH80 PVC REDUCING CPLG		
1	PEZC215668	SPEA 1 X 3/4 S PVC 80 BUSH	3.65	3.65
1	PEZC216070	SPEA 1 S PVC 80 CPLG *USE FOR FITTINGS BELOW*	5.50	5.50
1	PEZC215786	SPEA 1 X 3/4 SXT PVC 80 BUSH	3.65	3.65
			SEGMENT 30 TOTAL	12.80

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WESTERN NEVADA SUPPLY
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JOB...: 2026-2027 FERNLEY MATERIAL SUPPLY
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Qty	Part #	Description	Price.....	Extended
	31	===> SCH80 PVC PIPE		
10	PEZC000110	3/4 80 PVC PIPE PE	.86	8.60
10	PEZC000115	1 80 PVC PIPE PE	1.26	12.60
			SEGMENT 31 TOTAL	21.20
	32	===> SEWER COUPLINGS		
1	WFI1906145	6 SG PVC SWR 45	56.58	56.58
1	WFI1909185	6X4 SLIPXG PVC SWR INCR	52.69	52.69
1	WFI1906143	4 SG PVC SWR 45	27.87	27.87
1	WFI1908171	4 SG PVC SWR 22 1/2	27.85	27.85
1	WFI1908173	6 SG PVC SWR 22 1/2	54.85	54.85
1	WFI1910237	4 SG PVC SWR STP CPLG	34.45	34.45
1	WFI1910239	6 SG PVC SWR STP CPLG	68.77	68.77
1	WFI1910241	8 SG PVC SWR STP CPLG	116.83	116.83
1	WFI1910243	10 SG PVC SWR STP CPLG	259.27	259.27
1	WFI1909189	8X6 SLIPXG PVC SWR INCR	150.26	150.26
			SEGMENT 32 TOTAL	849.42
	33	===> SEWER PLUGS		
1	WFI1913281	4 PVC SWR SPG END PLUG	13.60	13.60
1	WFI1913283	6 PVC SWR SPG END PLUG	20.84	20.84
1	WFI1913285	8 PVC SWR SPG END PLUG	73.87	73.87
			SEGMENT 33 TOTAL	108.31

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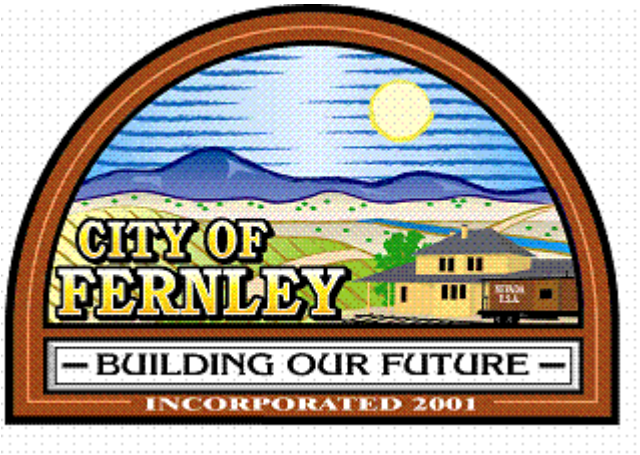
Qty	Part #	Description	Price.....	Extended
	34	===> WING NUT PLUGS		
1	WEZ1601001	4 ETCO T CONE ST-401 SDR SWR PLUG	7.36	7.36
1	WEZ1601003	6 ETCO T CONE SWR PLUG	22.17	22.17
1	WEZ1601005	8 ETCO T CONE SWR PLUG	25.05	25.05
		SEGMENT 34 TOTAL		54.58
	35	===> SEWER CAPS		
1	WFI1912267	4 SG PVC SWR CAP	17.98	17.98
1	WFI1912269	6 SG PVC SWR CAP	33.74	33.74
1	WFI1A10043	6 SW PVC SWR CAP	21.55	21.55
1	WZNS933581	8 SDR 35 SW CAP	19.80	19.80
		SEGMENT 35 TOTAL		93.07
	36	===> SEWER PIPE		
20	WPZ1901050	4 X 20 SDR 35 PVC SWR PIPE	2.51	50.20
20	WPZ1901100	6 X 20 SDR 35 PVC SWR PIPE	5.75	115.00
20	WPZ1901150	8 X 20 SDR 35 PVC SWR PIPE	10.42	208.40
20	WPZ1901200	10 X 20 SDR 35 PVC SWR PIPE	16.24	324.80
		SEGMENT 36 TOTAL		698.40
		QUOTATION TOTALS		55,057.81

* * * SALES TAX NOT INCLUDED * * *
THE MATERIAL LIST ABOVE IS QUOTED PER THE PLANS / SPECS PROVIDED TO WNS,
AND WHETHER SPECIFIED OR NOT WILL BE SUBJECT TO THE ENGINEERS APPROVAL.
ALL SALES ARE SUBJECT TO SALES TAX.

2026-2027 Annual Materials Supplier Contract
City of Fernley – Utilities Department
Bid Opening May 22, 2026 @ 11:00 AM

Name of Bidders	Proposal Amount
Western Nevada Supply	$55,057.81

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.



2026-2027
ANNUAL
MATERIAL SUPPLIER
CONTRACT

BID OPENING: May 22, 2026, at 11:00 A.M.

To Supply Service from July 1, 2026 – June 30, 2027

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ADVERTISEMENT FOR BIDS

For CITY OF FERNLEY (OWNER):

Sealed bids will be received by the City of Fernley Utilities Department for the **2026-2027 Annual Materials Supplier Contract**, at 595 Silver Lace Blvd, Fernley, NV 89408, until **11:00 A.M., Friday, May 22, 2026**, at which time the bids will be publicly opened and read aloud.

Scope of Work:
The work consists of supplying the City with materials and/or equipment as described in the technical specification of the bid package. All materials must conform to the requirements of the **Federal Government's Reduction of Lead in Drinking Water Act.**

Proposals will be accepted on a material unit cost basis. Proposals shall include any miscellaneous charges, including travel charges, and/or mobilization/demobilization charges. Bids must include individual cost per specific item. Bids will be reviewed and awarded based on the total annual cost. Proposals shall include itemized unit pricing for all materials listed in the bid specifications and a total annual bid amount.

No proposal will be accepted from a Contractor who is not properly licensed for this type of work in accordance with the applicable Nevada Revised Statues. A Statement of Qualifications shall be included with the bid packages. No proposal will be accepted from a material supplier who is unable to provide all materials listed in the bid package.

Bid documents, including terms and conditions, may be obtained from the City of Fernley Utilities Department by mail or by calling **(775) 784-9932**.

The OWNER reserves the right to reject any or all bids, to waive any informalities or irregularities in the bidding process, and to accept the bid deemed to be in the best interest of the City. No bidder may withdraw their bid within thirty (30) days after the date of bid opening.

Seong Kim, Utilities Director

Advertised: May 6, 13, 20, 2026

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 Utilities Department as soon as possible so that corrective addenda may be furnished to all bidders.

c. 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.

d. The signer of the bid must initial erasures or other changes.

e. Alterations, modifications or variations to this bid may not be considered unless authorized by the invitation or by addendum.

f. When a unit price is requested such unit price shall be shown and shall include packing unless otherwise specified.

g. All equipment or supplies shall be new and of the manufacturer's current model unless otherwise specified.

h. Bidders are urged to proofread their bids carefully for any errors.

i. The use of the name of a manufacturer or of a model (product) in the specifications does not restrict bidders to that manufacturer's product in the specifications does not restrict bidders to that manufacturer's product or equipment. This method is used merely to indicate the particular type, design, character or quality of the article desired. Bids will be considered on products of other manufactures and on other models provided they conform to the requirements specified.

j. In the event of an error in extension, unit price shall prevail.

k. The price(s) and amount of this bid must have arrived independently and without consultation, communication, agreement or disclosure with or to any other contractor, bidder or potential bidder. Complementary bids are illegal and prohibited.

l. 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.

m. 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.

n. 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 Utilities 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 received after the specified bid opening time will NOT be considered.

c. A completed bid schedule, including unit pricing and total annual bid amount, shall be submitted with the proposal. In the event of a discrepancy between unit prices and totals, the unit price shall prevail.

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. BIDDER'S PREFERENCE:

a. Per NRS 338.13844, if the company submitting this bid is owned by a veteran with a service-connected disability, the bid shall be deemed to be five (5) percent lower that the bid price actually submitted. Companies that meet this bidder's preference as outlined in NRS 338.13844 shall submit proof of eligibility of the preference with the bid package. The preference may not be combined with any other preference.

7. 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. A signed City of Fernley purchase order, mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the bid, is a binding contract without further action by either party.
e. Successful bidder must sign and enter into a Contract for Services of Independent Contractor (**Appendix B**) with the City of Fernley for a period not less than one year.
f. 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.

8. 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 form the approved bidders list for not less than 6 months not more than one year AND retain the bid security posted for the contract (if required by the bid).

9. 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 Chapters 332 and/or 338 as applicable. 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 City 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 form 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 the State of Nevada, (*per Section 28 of the attached Standard Form Contract*).

APPENDIX A--SPECIFICATIONS

The work consists of supplying the City with the materials and/or equipment on an as-needed basis through one of the following two ways:

1) Supplier will provide material stocking services on a monthly basis, or as directed by the Utilities Department, for the materials labeled "Supplier Stocking". The minimum and maximum material quantities required will be provided by Public Works.
2) Supplier will provide material on an as-needed basis when contacted by the Utilities Department. The minimum and maximum material quantities required will be provided by Utilities.
3) Supplier will provide a complete list of all inventory items with pricing for each item.
4) All materials must conform to the requirements of the Federal Government's Reduction of Lead in Drinking Water Act.

The City's Water and Sewer Materials Inventory to be supplied will consist of the following:

*Supplier Stocking

Water Inventory

Curb Stop Valves
- ¾ FIP x FIP CURB STP
- 1 FIP x FIP CURB STP
- 1 ¼ FIP x FIP CURB STP
- 1 ½ FIP x FIP CURB STP
- 2 FIP x FIP CURB STP

Corp Stop Valves
- ¾ MIP x MIP CORP STP
- 1 MIP x MIP CORP STP
- 1 ¼ MIP x MIP CORP STP
- 1 ½ MIP x MIP CORP STP
- 2 MIP x MIP CORP STP

Brass Unions [*]
- ½ BRS 125 LB UNION
- ¾ BRS 125 LB UNION
- 1 BRS 125 LB UNION
- 1 ¼ BRS 125 LB UNION
- 1 ½ BRS 125 LB UNION
- 2 BRS 125 LB UNION

Brass Nipples [*]
- ½ x CLS BRS NIP
- ½ x 1 ½ BRS NIP
- ½ x 2
- ½ x 2 ½ BRS NIP
- ½ x 3 BRS NIP
- ½ x 3 ½ BRS NIP
- ½ x 4
- ½ x 4 ½ BRS NIP
- ½ x 5 BRS NIP
- ½ x 5 ½ BRS NIP
- ¾ x CLS
- ¾ x 1 BRS NIP
- ¾ x 1 ½
- ¾ x 2
- ¾ x 2 ½
- ¾ x 3
- ¾ x 3 ½
- ¾ x 4
- ¾ x 4 ½
- ¾ x 5
- ¾ x 5 ½
- ¾ x 6

Brass Nipples [*] (Continued)
- ¾ x 10 BRS NIP
- ¾ x 12
- 1 x CLS
- 1 x 1
- 1 x 1 ½
- 1 x 2
- 1 x 2 ¼

- 1 x 2 ½
- 1 x 3
- 1 x 3 ½
- 1 x 4
- 1 x 4 ½
- 1 x 5
- 1 x 5 ½ BRS NIP
- 1 x 6 BRS NIP
- 1 x 10
- 1 ¼ x CLS BRS NIP
- 1 ¼ x 1 BRS NIP
- 1 ¼ x 2 BRS NIP
- 1 ¼ x 3 BRS NIP
- 1 ¼ x 4 BRS NIP
- 1 ¼ x 5 BRS NIP
- 1 ¼ x 6 BRS NIP
- 1 ¼ x 10 BRS NIP
- 1 ¼ x 12 BRS NIP
- 1 ½ x CLS
- 1 ½ x 1 BRS NIP
- 1 ½ x 1 ½ NIP
- 1 ½ x 2
- 1 ½ x 2 ½
- 1 ½ x 3
- 1 ½ x 3 ½
- 1 ½ x 4
- 1 ½ x 4 ½
- 1 ½ x 5
- 1 ½ x 5 ½
- 1 ½ x 6
- 1 ½ x 10 BRS NIP
- 1 ½ x 12
- 2 x CLS
- 2 x 1
- 2 x 1 ¼
- 2 x 1 ½ BRS NIP
- 2 x 2 ½
- 2 x 3
- 2 x 4
- 2 x 5
- 2 x 6
- 2 x 10
- 2 x 12

Meter Setter Yokes

- 5/8 x ¾ x 12 MTR SET B-2434-2 W/C
- ¾ x 12 MTR RESET
- ¾” x 18 MTR RESET
- 1” x 12 METER SET
- 1 ½ x 12 METER SET
- FORD 1 ½ x 18 MTR SET
- 2” x 12 METER SET
- RESETTERS 1” x 18”

Fire Hydrant Meters

- 2 ½ THD I GATE VAV
- 2 ½ FNST SW x 2 ½ MIP
- 2 ½ MIP x 2 ½ MNST
- 2 ½ FNST x 2 ½
- 3” x 2 ½” REDUCER BRASS BUSHING
- 2 ½” CC BRASS NIPPLE
- KITS-Mueller Repair

Fitting Std Male

- ¾ COMP CTS x MIP ADPT
- ¾” MIP x COMP IPS ADPT

Fitting Std Male (Continued)

- 1” COMP CTS x MIP ADPT
- 1” MIP x COMP IPS ADPT
- 1 ¼” COMP CTS x MIP ADPT
- 1 ¼” IPS COMP x MIP
- 1 ½” MIP x COMP IPS ADPT
- 1 ½ COMP CTS x MIP ADPT
- 2” COMP CTS x MIP ADPT

Compression Fitting CTS Female

- ¾” COMP CTS x FIP ADPT
- ¾” FIP x COMP IPS ADPT
- 1” COMP CTS x FIP ADPT
- 1 ½” COMP CTS x FIP ADPT
- 2” COMP CTS x FIP ADPT
- 1 ¼” COMP CTS x FIP ADPT

Compression Fitting CTS DBLE EN

- ¾” COMP x COMP CTS CPLG

- 1” COMP x COMP CTS CPLG
- 1 ¼” COMP x COMP CTS CPLG
- 1 ¼” COMP x IPS
- 1 ½” COMP x COMP CTS CPLG
- 2” COMP x COMP CTS CPLG
- 2 ½” COMP x COMP CTS CPLG

Meters [*]

- OMNI 1 ½” TRPL 1000-GAL WATER METER
- OMNI 2” TRPL 1000-GAL WATER METER
- SENSUS SR 3” TRPL 1000-GAL WATER METER
- SENSUS SR 3” CMP TRPL 1000-GAL WATER METER
- SENSUS SRH 4” TURBINE TRPLY 1000-GAL WATER METER
- SENSUS SRH 4” CMPD TRPLY 500 CU FT WATER METER
- SENSUS iPERL ¾” 7.5LL 1000 Gal TRPL
- SENSUS iPERL ¾”9.5LL 1000 Gal TRPL
- SENSUS iPERL 1” 1000 Gal TRPL

MXU Units

- SENSUS M2 FLEXNET 520M DUAL PORT
- SENSUS 520M TOUCHREAD CABLE
- SENSUS MXU M-520M SINGLE PORT UNIT

Meter Registers

- SENSUS ¾” REGISTER SRII TRPL 1000 GAL
- SENSUS 1” REGISTER SRII TRPL 1000 GAL
- SENSUS 1 ½” REGISTER SRII TRPL 1000 GAL
- SENSUS 2” REGISTER SRII TRPL 1000 GAL

Fire Hydrants

- MUELLER A-423, 5 ¼ SUPER CENTURION 4’ BURRY (250 PSI)
- MUELLER A-423, 5 ¼ SUPER CENTURION 5’ BURRY (250 PSI)

Fire Hydrant Ext. Sets

- MUELLER A320-020 24 HYD. EXT. COMP. 5 ¼
- MUELLER A320-020 12 HYD. EXT. COMP. 5 ¼

Boxes [*]

- B16 CONC BOX 12 x 12 ¼
- B16 CONC EXT 12” HIGH
- B36 CONC BOX 17 ¼ x 30
- B36 CONC EXT 12” HIGH
- G5 VALVE BOXES CONCRETE 12” HIGH
- G5 VALVE BOX EXTENSIONS

Lids Metal/Concrete

- B16 STL LID
- B36 STL LID
- B16 CONC LID WITH PROBE HOLE
- B36 CONC LID WITH 2 PROBE HOLES
- G5 VALVE BOX LID MARKED “WATER”

Fiberlyte Boxes & Lids

- B16 TOP BOX
- B36 TOP BOX
- B16 LID
- B36 LID
- B16 EXTENSION
- B36 EXTENSION

Water Pipe

- 4” x 20’ WATER PIPE (DR18 CL150 PVC C-900)
- 6” x 20’ WATER PIPE (DR18 CL150 PVC C-900)
- 8” x 20’ WATER PIPE (DR18 CL150 PVC C-900)
- 10” x 20’ WATER PIPE (DR18 CL150 PVC C-900)
- 12” x 20’ WATER PIPE (DR18 CL150 PVC C-900)
- 14” x 20’ WATER PIPE (DR18 CL150 PVC C-900)
- 16” x 20’ WATER PIPE (DR18 CL150 PVC C-900)
- 18” x 20’ WATER PIPE (DR18 CL150 PVC C-900)

Brass T’s [*]

- ½” BRASS T’S
- ½” GALVANIZED T’S
- ¾” BRASS T’S
- 1” BRASS T’S
- 1 ¼” BRASS T’S
- 1 ½” BRASS T’S
- 2” BRASS T’S

Brass 90’s [*]

- ½” BRASS 90’S
- ¾” BRASS 90’S
- 1” BRASS 90’S
- 1 ¼” BRASS 90’S
- 1 ½” BRASS 90’S
- 2” BRASS 90’S

Brass 45’s [*]

- ½” BRASS 45’S
- ¾” BRASS 45’S
- 1” BRASS 45’S
- 1 ¼” BRASS 45’S
- 1 ½” BRASS 45’S
- 2” BRASS 45’S

Brass Bell Reducers (BRS CPLG) [*]

- ¾ X ½ BRASS BELL REDUCERS
- 1 x ¾ BRASS BELL REDUCERS
- 2 x ¾ BRASS BELL REDUCERS
- 2 x 1 BRASS BELL REDUCERS
- 2 x 1 ½ BRASS BELL REDUCERS

Brass Reducer Bushing (BRS HEX BUSH) [*]

- ¾ x ½ BRASS REDUCER BUSHING
- 1 x ¾ BRASS REDUCER BUSHING
- 1 ¼ x ¾ BRS HEX BUSH
- 1 ¼ x 1 BRS HEX BUSH
- 1 ½ x ¾ BRS HEX BUSH
- 1 ½ x 1 BRASS REDUCER BUSHING
- 1 ½ x 1 ¼ BRS HEX BUSH
- 2 x ¾ BRASS REDUCER BUSHING
- 2 x 1 BRASS REDUCER BUSHING
- 2 x 1 ½ BRASS REDUCER BUSHING
- 2 x 1 ¼ BRASS REDUCER BUSHING

Brass Straight Couplings [*]

- ½” BRASS STRAIGHT COUPLINGS
- ¾” BRASS STRAIGHT COUPLINGS
- 1” BRASS STRAIGHT COUPLINGS
- 1 ¼” BRASS STRAIGHT COUPLINGS
- 1 ½” BRASS STRAIGHT COUPLINGS
- 2” BRASS STRAIGHT COUPLINGS

Brass Plugs [*]

- ½” BRASS PLUGS
- ¾” BRASS PLUGS
- 1” BRASS PLUGS
- 1 ¼” BRASS PLUGS
- 1 ½” BRASS PLUGS
- 2” BRASS PLUGS

Brass Check Valves [*]

- ½” BRASS CHECK VALVES (NIBC T413Y ½ THD CHK VALVE)
- ¾” BRASS CHECK VALVES (NIBC T413Y ¾ THD CHK VALVE)
- 1” BRASS CHECK VALVES (NIBC T413Y 1 THD CHK VALVE)
- 1 ¼” BRASS CHECK VALVES (NIBC 1 ¼ THD CHK VALVE)
- 1 ½” BRASS CHECK VALVE (NIBC T413Y 1 ½ THD CHK VALVE)
- 2” BRASS CHECK VALVE (NIBC T413Y 2 THD CHK VALVE)

Schedule 80 PVC coupling

- ¾” SLIP X SLIP COUPLING
- ¾” SLIP X FIP COUPLING
- ¾” SLIP X MIP COUPLING
- 1” SLIP X SLIP COUPLING
- 1” SLIP X FIP COUPLING
- 1” SLIP X MIP COUPLING

Schedule 80 PVC 90’s elbow

- ¾” SLIP X SLIP 90 ELBOW
- ¾” SLIP X FIP 90 ELBOW
- 1” SLIP X SLIP 90 ELBOW
- 1” SLIP X FIP 90 ELBOW

Schedule 80 PVC 45’s elbow

- ¾” SLIP X SLIP 45 ELBOW
- ¾” SLIP X FIP 45 ELBOW
- 1” SLIP X SLIP 45 ELBOW
- 1” SLIP X FIP 45 ELBOW

Schedule 80 PVC T’s

- ¾” T SLIP X SLIP X SLIP
- 1” T SLIP X SLIP X SLIP

Schedule 80 PVC Reducer Coupling

- 1” MALE SLIP X ¾” FEMALE SLIP
- 1” FEMALE SLIP X ¾” FIP REDUCER

Schedule 80 PVC Pipe

- 10’ X ¾” PIPE
- 10’ X 1” PIPE

<u>Sewer Inventory</u>

Sewer Couplings

- 6 SG PVC SWR 45

- 6 x 4 SLIP x G PVC SWR INCR
- 4 SG PVC SWR 45
- 4 SG PVC SWR 22 ½
- 6 SG PVC SWR 22 ½
- 4" STRAIGHT SEWER COUPLING
- 6" STRAIGHT SEWER COUPLING
- 8" STRAIGHT SEWER COUPLING
- 10" STRAIGHT SEWER COUPLING
- 8 x 6 SLIP x SLIP REDUCER

Sewer Plugs

- 4 PVC SWR SPG END PLUG
- 6 PVC SWR SPG END PLUG
- 8 PVC SWR SPG END PLUG

Wingnut Plugs

- 4 ERCO T CONE SWR PLUG
- 6 ERCO T CONE SWR PLUG
- 8 ERCO T CONE SWR PLUG

Sewer Caps

- 4 SG PVC SWR CAP
- 6 SG PVC SWR CAP
- 6" SLIP ON SWR CAP
- 8" SLIP ON SWR CAP

Sewer Pipe

- 4" x 20' SDR 35 PVC SWR PIPE
- 6" x 20' SDR 35 PVC SWR PIPE
- 8" x 20' SDR 35 PVC SWR PIPE
- 10" x 20' SDR 35 PVC SWR PIPE

Bids will be accepted on a material unit cost basis, with itemized unit pricing and a total annual bid amount provided. Bid packages shall also include any miscellaneous charges such as minimal hourly charges, travel charges and/or mobilization/demobilization charges.

No proposal will be accepted from a Material Supplier who is not able to provide all materials listed within the specifications of this advertisement.

APPENDIX B- Fernley Standard Contract for Services of Independent Contractor

Notice for the City shall be sent to:

City Manager
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 N/A)

ATTACHMENT C: (Provide description or 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.

COF CTR

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 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 mailed to:

City of Fernley
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.

COF CTR

Commercial General Liability Insurance:

1) Minimum Limits required:

$1,000,000 General Aggregate
$1,000,000 Products & Completed Operations Aggregate
$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence

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

COF CTR

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.

COF CTR

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.

COF CTR

Umbrella or Excess Liability Insurance:

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

COF CTR

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.

COF CTR

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

- **a.** Any federal, state, county or local agency, legislature, commission, counsel or board.
- **b.** Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- **c.** 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
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 Director

_____

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)

CONTRACT

A Contract for Professional Services

THIS CONTRACT is made and entered into this_____, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and _____a, whose address is: 2302 Larkin Circle, Sparks, Nevada 89431. ("Contractor").

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

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

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

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

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

2. **CONTRACTOR'S SERVICES:**

    a. **Description of Services.**

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

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

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

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

3. REQUIRED APPROVALCOMPENSATION AND TERMS OF PAYMENT:

a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment B and incorporated herein by this reference.

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

c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).

d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year.

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

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

If to Contractor:

5. INSPECTION & AUDIT:

a. **Books and Records**. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. **Inspection & Audit**. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

c. **Period of Retention**. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

6. TERMINATION OR SUSPENSION:

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

With such suspension, the City agrees to pay Contractor the amount of compensation earned as of the effective date of the suspension.

b. **Termination Without Cause**. The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.

c. **Termination for Non-Appropriation**. Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.

d. **Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:

    i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;

    ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

    iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy

court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.

e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct**. This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.

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

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and

iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.

v. If dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).

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

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

9. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

10. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

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

12. **INDEPENDENT CONTRACTOR:** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance

of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

13. **INSURANCE:** Unless expressly waived in writing by the City, Contractor shall, at Contractor's sole expense, procure, maintain and keep in force during the entire term of this Contract those policies of insurance which have been agreed to by the parties as evidenced by the parties initials in the signature spaces provided below. The City shall have no liability except as specifically provided in this Contract. Contractor shall not commence work before Contractor has provided the required evidence of insurance to the City. Any insurance or self-insurance available to the City shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

COF CTR a. **Workers' Compensation and Employer's Liability Insurance**. Industrial insurance protecting Contractor and the City from potential employee claims based upon job-related sickness, injury, or accident, during the performance of this Contract. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Prior to commencing any work, Contractor shall complete and provide the following written request to a qualified insurer:

Thatcher Company has entered into a contract with Owner to perform work from THE 15th DAY OF April, 2026 to THE 30th DAY OF June, 2027 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

COF CTR

b. **Professional Liability Insurance**.

i. Minimum Coverage Limit required (not deductible amount): $1,000,000 Each Claim, $2,000,000 Aggregate.

ii. Retroactive date: Prior to commencement of the performance of this Contract

iii. Discovery period: Three (3) years after the termination date of this Contract.

c. **General Requirements**.

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

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

iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.

iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by the City.

v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.

vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.

d. **Evidence of Insurance.** Prior to the start of any work, Contractor must provide the following documents to the City:

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

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.

iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.

iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the

insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

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

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

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

17. **ASSIGNMENT/DELEGATION:** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to

operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations, or duties under this Contract without the prior written consent of the City.

18. **PROPRIETARY INFORMATION:** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.

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

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

    a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

    b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42

U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

21. **LOBBYING:** The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency, legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

22. **CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017):** By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

23. **PROPER AUTHORITY:** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

24. **GOVERNING LAW; VENUE:** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper

venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.

25. **INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.

26. **COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

27. **ADVICE OF COUNSEL:** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

28. **MODIFICATION; NO WAIVER:** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.

29. **INTERPRETATION OF AGREEMENT:** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising

herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.

30. **COOPERATION OF PARTIES:** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.

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

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CONTRACT

A Contract for Professional Services

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

CITY OF FERNLEY

_____

Mayor, City of Fernley Date

_____

City Clerk, City of Fernley Date

Approved as to form:

_____

City Attorney, City of Fernley Date

Originating Department:

_____

Department Head Date

CONTRACT

A Contract for Professional Services

Thatcher Company, being first duly sworn, deposes and says: That is the Contractor**;** that has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address:

City: State: Zip Code:

Telephone: Fax #:

E-mail Address:

_____

(Signature of Contractor)

DATE SIGNED this _____ day of _____, 20__.

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

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

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes: X	No:	Yes: X	No:	520-166-100

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and Possible action to approve a contract with Lumos & Associates in an amount not to exceed $195,800.00 for engineering services for the Rolling Meadows Lift Station Rehabilitation.

AGENDA ITEM BRIEF:

Staff is seeking approval to execute a contract for engineering services for the Rolling Meadows Lift Station Rehabilitation with Lumos & Associates. Lumos will provide conditions analysis of the lift station, design plans to update the station to the most recent version of applicable code requirements, as well as permitting and bidding assistance.

RECOMMENDED MOTION:

“I move to approve the contract with Lumos & Associates in an amount not to exceed $195,800.00 for engineering services for the Rolling Meadows Lift Station Rehabilitation."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

The proposed project is located on a 0.052 acre easement within APN 020-634-01 and APN 020-634-38 at 687 Jenny's Lane in Fernley, NV. More generally, the project is located entirely within the SE 1/4 of the SW 1/4 of Section 18, Township 20N, Range 25E M.D.B. & M. The scope of work for this project is to provide engineering design and construction managements services for the rehabilitation of the existing Rolling Meadows Lift Station.

The existing lift station was constructed in 1999 and is comprised of an above grade structure housing end-suction pumps which pump wastewater from a below grade wet well located within the footprint of the structure to discharge into the Farm District Lift Station wet well approximately 2,675 ft to the west.

The project consists of converting the station to a submersible configuration, rehabilitating the wet well, installing a bypass connection, and installing a backup diesel generator. Proper ventilation and odor control have also been noted by the City as critical components of the rehabilitation project.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

The funding for this project was approved for the fiscal year 2026/2027: Rolling Meadows Lift Station Upgrade - Design budget: $300,000.

The funding is part of the sewer enterprise capital project budget.

ATTACHMENTS:

1. Lumos & Associates Contract
2. Attachment A_Lumos & Associates Proposal

CONTRACT

A Contract For Professional Services

THIS CONTRACT is made and entered into this 17th day of June 2026, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and Lumos & Associates, whose address is: 950 Sandhill Road, Suite 100 Reno, NV 89521 ("Contractor").

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

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

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

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

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

2. **CONTRACTOR'S SERVICES.**

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

   B. **Performance Standards.** In performing the services set forth in this Contract, Contractor shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract.

   C. **Changes to Contractor's Services.** The City may, at any time, make changes to the services to be performed by Contractor under this Contract. If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment may be made in the compensation to be paid to Contractor.

   D. **Cooperation with City.** Contractor agrees that its officers, associates, employees, and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

3. COMPENSATION AND TERMS OF PAYMENT.

A. Compensation. The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment A and incorporated herein by this reference.

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

C. Payment Invoicing. Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work and Fee Schedule).

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

If to the City: City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

If to Contractor: Lumos & Associates
950 Sandhill Road, Suite 100 Reno
NV 89521Contractor

5. INSPECTION & AUDIT.

A. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of

Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

6. TERMINATION OR SUSPENSION.

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

B. Termination Without Cause. The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.

C. Termination for Non-Appropriation. Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.

D. Default or Breach. A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:

1. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;

2. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

3. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.

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

1. Terminate this Contract, suspend payment of all pending invoices otherwise due to the Contractor hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Contractor any additional cost for completing this Contract;

2. Terminate this Contract, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

3. Continue with the performance by the Contractor and serve within a reasonable time after completion of the Contract a notice of claim or dispute.

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

1. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold

performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.

2. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;

3. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and

4. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.

5. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).

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

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

9. LIMITED LIABILITY. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

10. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11. INDEMNIFICATION. Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively, the "City party") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards, judgments, and any other costs or expenses, including reasonable attorney fees (collectively, "Liabilities"), which may be recovered from or sought against the City party as a result of, by reason of, or as a consequence

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

12. **INDEPENDENT CONTRACTOR.** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

13. **INSURANCE.** Unless expressly waived in writing by the City, Contractor shall, at Contractor's sole expense, procure, maintain and keep in force during the entire term of this Contract those policies of insurance which have been agreed to by the parties as evidenced by the parties initials in the signature spaces provided below. The City shall have no liability except as specifically provided in this Contract. Contractor shall not commence work before Contractor has provided the required evidence of

insurance to the City. Any insurance or self-insurance available to the City shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

COF CTR

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

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

       City of Fernley
       595 Silver Lace Blvd
       Fernley, NV 89408

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

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

COF CTR

B. Commercial General Liability Insurance

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

COF CTR

C. Business Automobile Liability Insurance

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

COF CTR

D. Umbrella or Excess Liability Insurance

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

COF CTR

E. Commercial Crime Insurance

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

F. Performance Security

1. Amount required: $ _____

COF CTR

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

G. General Requirements.

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

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

3. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.

4. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by the City.

5. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.

6. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.

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

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

2. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.

3. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.

4. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

B. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

23. **LOBBYING.** The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency, legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

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

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

26. **PROPER AUTHORITY.** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

27. **GOVERNING LAW; VENUE.** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.

28. **INTEGRATED CONTRACT.** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in

connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital. In the event of any conflict between the terms hereof and the Contractor's terms and conditions, the terms of this Contract shall control and govern.

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

30. **ADVICE OF COUNSEL.** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

31. **MODIFICATION; NO WAIVER.** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.

32. **INTERPRETATION OF AGREEMENT.** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising

herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.

33. COOPERATION OF PARTIES. The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.

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

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

Dated: _____

CITY OF FERNLEY

_____
City of Fernley Mayor

Dated: _____

ATTEST: _____
City Clerk

Dated: _____

_____
Public Works Director

Dated: _____

_____
Deputy City Manager

APPROVED AS TO FORM:
Dated: _____

_____
City Attorney

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

CONTRACTOR

By:_____

Title:_____

Firm:_____

Business License #:_____

Address:_____

City:_____

State:_____

Zip Code:_____

Telephone:_____

Fax:_____

E-mail Address:_____

_____
(Signature of Contractor)

DATED this _____ day of _____, 20____.

LUMOS & ASSOCIATES

Boise • Carson City • El Dorado Hills • Fallon • Lake Tahoe • Reno • Roseville

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

LumosInc.com

6/10/2026

Via email: bgosser@cityoffernley.org

Brenda Gosser
City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

Subject: ***Rolling Meadows Lift Station Rehabilitation***
Proposal for Engineering Services

Dear Brenda:

Lumos & Associates, Inc. is pleased to provide you with this proposal for engineering and related services for development of the Rolling Meadows Lift Station Rehabilitation project.

Project Understanding

The proposed project is located on a 0.052 acre easement within APN 020-634-01 and APN 020-634-38 at 687 Jenny's Lane in Fernley, NV. More generally, the project is located entirely within the SE 1/4 of the SW 1/4 of Section 18, Township 20N, Range 25E M.D.B. & M. It is our understanding that the scope of work for this project is to provide engineering design and construction managements services for the rehabilitation of the existing Rolling Meadows Lift Station. The existing lift station was constructed in 1999 and is comprised of an above grade structure housing end-suction pumps which pump wastewater from a below grade wet well located within the footprint of the structure to discharge into the Farm District Lift Station wet well approximately 2,675 ft to the west. The City is interested in converting the station to a submersible configuration, rehabilitating the wet well, installing a bypass connection, and installing a backup diesel generator. Proper ventilation and odor control have also been noted by the City as critical components of the rehabilitation project. We propose the following tasks to assist you with your project:

Project Scope

Task 1 – Topographic Mapping & Record Boundary Survey

Lumos will prepare a topographic survey map using a combination of aerial photogrammetry and ground collected survey field shots. The project will be flown at an appropriate elevation to obtain a horizontal scale of 1"=40' with a 1' contour interval accuracy. Field shots will be obtained at critical locations such as edge of roadways, utilities, and storm drain features to be combined with the aerial provided digital terrain model to supplement the basemap. All existing surface improvements, trees greater than 12" dbh defined by species, striping/pavement markings, visible evidence of utilities, inverts of all measurable utilities within the project area (including pipe size, orientation, and material where observable) will be shown.

Project datum will be referenced to modified state plane coordinates and NAVD88. Deliverables will include a PDF and CAD files, including an Autodesk Civil 3D surface with appropriate breaklines, and a georeferenced orthorectified aerial photo.

Site Survey – Lumos will conduct 3D Laser scanning of the exterior and interior of all levels of the structure. Scans will be collected with a Survey Grade Leica RTC360 Terrestrial Laser Scanner at intervals sufficient for modeling walls, floors, ceilings, window and door openings, and roof overhangs.

3D Registration – Lumos will import, register and index the 3D Laser scan data on site coordinates from the control survey.

Lumos will review available record maps and documents prior to beginning field work. During the field survey portion of this project existing property corners, section corners and highway reference monuments will be located within the project area. If an existing boundary is defined on a map of record, a best fit of the boundary will be made based upon found monuments and record mapping. This task will not include any verification or research of existing ownership. There may be areas discovered that could have a material discrepancy in the record to what is found in the field. If this occurs we will present the findings. If the proposed improvements are close to any possible conflicts additional field work and research may be needed and ultimately a Record of Survey may be required. If this happens, we would appreciate the opportunity to provide a proposal for a modification to our scope and fees accordingly. The deliverable for this task will include record boundary delineation within the topographic survey deliverable referenced herein.

Task 2 – Existing Station Conditions Analysis
Under this task, Lumos will prepare a brief existing station conditions memorandum to include basic information about the current physical condition of the station structures and equipment. The memorandum will serve as supporting information for the basis of design and be submitted to the City with the 30% design plans. This task will not include a station performance analysis. It is assumed the station's currently equipped pumps provide sufficient capacity, such that the design flow of the existing pumps will be the basis of design for proposed pumps and no flow generation calculations are required.

Task 3 – Design Plans, Specifications, and EOPCC
Lumos will prepare civil, structural, mechanical, and electrical construction drawings and specifications for the proposed lift station rehabilitation design. The design will include the demolition/salvage of existing equipment, modification of the existing wet well for submersible pump configuration, selecting submersible pumps, lining/coating of wet well/approach manhole interior, flow meter and station bypass, instrumentation and controls, electrical/SACADA equipment upgrades including a diesel backup generator, HVAC upgrades, interior structural upgrades, odor control, and hoist system for pump removal. The drawings will be prepared on 24"x36" format sheets at a standard engineering scale. Design review submittals will be submitted to the City at different stages of completion with the 90% plan set to include the following sheets:

a. Title sheet with notes, locations, and vicinity maps
a. Horizontal/vertical control sheet
b. Bypass pumping plan
c. Site plan indicating location of improvements
d. Plan and section views of lift station
e. Detail sheets with construction details and piping connections
f. Structural sheets with any interior structure improvements, pads, and hoist system details
g. Electrical, controls, HVAC, and telemetry sheets

All components shall be designed to the most recent version of applicable code requirements including but not limited to: International Building Code (IBC), National Electrical Code (NEC), Nevada Administrative Code (NAC), and Ten State Standards.

Drawing deliverables will be provided at the 30%, 60%, 90%, and Permitting design levels. A final bid set will be prepared after agency permitting comments are addressed. Technical specifications and engineer's opinion of probable construction cost will be included at the 90%, permitting, and bid levels. It is assumed that City comments will be incorporated with each subsequent deliverable. This task includes three (3) review meetings with the City.

Wet well calculations and system curve calculations will be prepared to confirm pump selection.

Lumos will contract with PK Electrical, Inc. for the design of the electrical, controls and telemetry improvements

and Etchemendy Engineering Inc. for the design of the HVAC improvements.

Task 4 –Permitting
Coordination, submittals and processing of requested revisions of the civil improvement plans will be completed under this task to obtain a Fernley building permit and NDEP-BWPC engineering review and approval. Any additional permits are excluded from this scope and can be included in a subsequent addendum.

Due to the uncertainty of quantity and level of effort of comments received from reviewing agencies, the time to complete this task cannot be anticipated. Therefore, this task will be billed on a time and materials basis in accordance with our current fee schedule, not to exceed the amount delineated herein without prior written approval from the City.

Task 5 – Bidding Assistance
Under this task, Lumos will assist the City with the bidding process including preparation of Division 00 bidding and contract specifications, bid advertisement, conducting a pre-bid meeting, answering requests for information (RFIs), evaluating bids for completeness, and summarizing bid results with a recommended contractor to the City.

The time required to complete this task cannot fully be anticipated. Therefore, this task will be billed on a time and materials basis in accordance with our current fee schedule, not to exceed the amount delineated herein without prior written approval from the City.

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

- This scope does not include preparation of a drainage report.
- It is assumed that the amount of impervious area will remain the same. Therefore, storm water detention/retention is not necessary.
- Utility extensions are not included in the scope of this proposal.
- Landscape design is not included in this proposal.
- This scope does not include improvements to the force main outside of the station site.
- This scope does not include construction staking.
- The scope assumes that the current design flow is the buildout flow and does not include flow projections or future flow analysis.
- This scope assumes the current station operation and flow data is available and will be provided to Lumos for use in wet well calculations.
- This scope assumes all permit fees will be paid directly by the City.

Schedule

The following schedule is dependent on the anticipated Notice to Proceed date indicated. Delays to the NTP will shift the schedule accordingly. The schedule is also dependent on timely receipt of requested information from the City and review period durations indicated below.

	Duration (wks)	Approx Start Date	Approx End Date
NTP	-	5/7/2026	-
Topographic Survey	3	5/7/2026	5/27/2026
Existing Conditions Assessment Memo	4	5/7/2026	6/3/2026
30% Design	4	5/28/2026	6/24/2026
30% Design - City Review	*2*	*6/25/2026*	*7/8/2026*
60% Design	5	7/9/2026	8/12/2026
60% Design - City Review	*2*	*8/13/2026*	*8/26/2026*
90% Design	5	8/27/2026	9/30/2026
90% Design - City Review	*2*	*10/1/2026*	*10/14/2026*
Permit Set	1	10/15/2026	10/21/2026
Agency Permitting (Estimated)	*8*	*10/22/2026*	*12/16/2026*
Bid Set & Contract Documents	2	12/17/2026	12/30/2026
Bid Period	*5*	12/31/2026	2/3/2027
Bid Opening	*-*	*2/3/2027*	-
Council & Award (Estimated)	*4*	2/4/2027	3/3/2027

*An estimated duration of construction is presented herein for reference but will vary based on actual scope of the project, material lead times, contractor availability, and other factors outside the control of the engineer.

Fees

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

Task	Description			Fee
Task 1	Topographic Mapping & Record Boundary Survey	Fixed		$15,300
Task 2	Existing Station Conditions Analysis	Fixed		$8,500
Task 3	Design Plans, Specifications, and EOPCC	Fixed		$152,700
Task 4	Permitting	T&M NTE		$7,200
Task 5	Bidding Assistance	T&M NTE		$12,100
			Total:	$195,800

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

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

Thank you again for allowing Lumos & Associates to provide you with this proposal. Please do not hesitate to call me if you have questions.

Sincerely,

Collin Sturge, P.E.
Group Manager

Dan Stucky, P.E.
Director, Engineering Division

Cc:
Mara Quiroga, P.E., Senior Technical Lead

Emily Wolder, E.I., Project Coordinator

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Alex Lopez Martinez**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:	No:X	N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

(For Possible Action) to approve acceptance of public infrastructure associated with the Sunrise Trails Phase 1 project.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to accept the roadway and utility infrastructure for the Sunrise Trails Phase 1 project. The improvements were completed and are currently under a one-year warranty period. NRS 278.390 requires the local planning commission or the governing body to accept roadway right of way improvements by resolution.

RECOMMENDED MOTION:

"I move to approve the acceptance of the new public roadway and utility infrastructure associated with Sunrise Trails Phase 1."

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:

Staff does not recommend City Council choose to not accept the improvements.

BACKGROUND:

Infrastructure acceptance is for new roadway, water, sewer, and storm drain improvements constructed to serve the project. Adequate public facilities were provided along the frontage of the property.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

There are none.

FINANCIAL IMPLICATIONS:

The added value of the new improvements will be added to the City's financial records. The ongoing cost of maintenance will be absorbed into the current budget for streets, water, sanitary sewer, and storm drain.

ATTACHMENTS:

1. 2026.05.18 CP2020-003 Sunrise Trails Ph1 Acceptance Memo To Finance

CITY OF FERNLEY
Engineering Department

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

To: **Finance Department**

Cc: **Engineering Department**

From: **Alex Lopez-Martinez, Project Manager**

Date: **May 18, 2026**

Subject: **Acceptance of Sunrise Trails Phase 1 Public Infrastructure**

This memo is to inform you of the estimated value of new infrastructure recently accepted by the City of Fernley.

On **January 6, 2026**, the engineering department issued a notice of completion for: **Sunrise Trails Phase 1 Public Improvements.**

The new utility quantities and values are based on the Engineer of Record's probable cost estimation.

Streets	$28,367.50
Sanitary Sewer	$94,680.00
Storm Drain	$4,970.00
Water	$217,300.00
Total:	**$345,317.50**

To keep the C.A.F.R. up to date we have included the following quantities for this project:

Total new miles of streets: 0.00 mi
Total new miles of water main: 0.23 mi
Total new hydrants: 4
Total new miles of sewer main: 0.05 mi
Total new sanitary sewer manholes: 3
Total new miles of storm drain main: 0.00 mi
Total new storm drain manholes: 0

Please let us know if additional information is needed.

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Alex Lopez Martinez**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:	No:X	N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

(For Possible Action) to approve acceptance of public infrastructure associated with the Panda Express project.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to accept the roadway and utility infrastructure for the Panda Express project. The improvements were completed and are currently under a one-year warranty period. NRS 278.390 requires the local planning commission or the governing body to accept roadway right of way improvements by resolution.

RECOMMENDED MOTION:

"I move to approve the acceptance of the new public roadway and utility infrastructure associated with Panda Express."

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:

Staff does not recommend City Council choose to not accept the improvements.

BACKGROUND:

Infrastructure acceptance is for new roadway, water, and sewer improvements constructed to serve the project. Adequate public facilities were provided along the frontage of the property.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

There are none.

FINANCIAL IMPLICATIONS:

The added value of the new improvements will be added to the City's financial records. The ongoing cost of maintenance will be absorbed into the current budget for streets, water, and sanitary sewer.

ATTACHMENTS:

1. 2026.05.18 CP2023-011 Panda Express Acceptance Memo To Finance

CITY OF FERNLEY
Engineering Department

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

To: **Finance Department**

Cc: **Engineering Department**

From: **Alex Lopez-Martinez, Project Manager**

Date: **May 18, 2026**

Subject: **Acceptance of Panda Express Public Infrastructure**

This memo is to inform you of the estimated value of new infrastructure recently accepted by the City of Fernley.

On **April 17, 2026**, the engineering department issued a notice of completion for: **Panda Express Public Improvements.**

The new utility quantities and values are based on the Engineer of Record's probable cost estimation.

Streets	$58,465.00
Sanitary Sewer	$6,000.00
Storm Drain	$0.00
Water	$5,300.00
Total:	**$69,765.00**

To keep the C.A.F.R. up to date we have included the following quantities for this project:

Total new miles of streets: 0.00 mi
Total new miles of water main: 0.00 mi
Total new hydrants: 0
Total new miles of sewer main: 0.00 mi
Total new sanitary sewer manholes: 1
Total new miles of storm drain main: 0.00 mi
Total new storm drain manholes: 0

Please let us know if additional information is needed.

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Alex Lopez Martinez**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:	No:X	N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

(For Possible Action) to approve acceptance of public infrastructure associated with the River Ranch Apartments project.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to accept the roadway and utility infrastructure for the River Ranch Apartments project. The improvements were completed and are currently under a one-year warranty period. NRS 278.390 requires the local planning commission or the governing body to accept roadway right of way improvements by resolution.

RECOMMENDED MOTION:

"I move to approve the acceptance of the new public roadway and utility infrastructure associated with River Ranch Apartments."

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:

Staff does not recommend City Council choose to not accept the improvements.

BACKGROUND:

Infrastructure acceptance is for new roadway, water, sewer, and storm drain improvements constructed to serve the project. Adequate public facilities were provided along the frontage of the property.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

There are none.

FINANCIAL IMPLICATIONS:

The added value of the new improvements will be added to the City's financial records. The ongoing cost of maintenance will be absorbed into the current budget for streets, water, sanitary sewer, and storm drain.

ATTACHMENTS:

1. 2026.05.18 CP2023-012 River Ranch Apartments Acceptance Memo To Finance

CITY OF FERNLEY
Engineering Department

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

To: **Finance Department**

Cc: **Engineering Department**

From: **Alex Lopez-Martinez, Project Manager**

Date: **May 18, 2026**

Subject: **Acceptance of River Ranch Apartments Public Infrastructure**

This memo is to inform you of the estimated value of new infrastructure recently accepted by the City of Fernley.

On **September 17, 2025**, the engineering department issued a notice of completion for: **River Ranch Apartments Public Improvements.**

The new utility quantities and values are based on the Engineer of Record's probable cost estimation.

Streets	$234,630.00
Sanitary Sewer	$86,080.00
Storm Drain	$7,000.00
Water	$194,350.00
Total:	**$522,060.00**

To keep the C.A.F.R. up to date we have included the following quantities for this project:

Total new miles of streets: 0.00 mi
Total new miles of water main: 0.33 mi
Total new hydrants: 4
Total new miles of sewer main: 0.18 mi
Total new sanitary sewer manholes: 5
Total new miles of storm drain main: 0.00 mi
Total new storm drain manholes: 0

Please let us know if additional information is needed.

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Alex Lopez Martinez**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:	No:X	N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

(For Possible Action) to approve acceptance of infrastructure associated with the Victory Logistics D-1 Pond Relocation project.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to accept the utility infrastructure for the Victory Logistics D-1 Pond Relocation project. The improvements were completed and are currently under a one-year warranty period. NRS 278.390 requires the local planning commission or the governing body to accept roadway right of way improvements by resolution.

RECOMMENDED MOTION:

“I move to approve the acceptance of the new utility infrastructure associated with Victory Logistics D-1 Pond Relocation.”

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:

Staff does not recommend City Council choose to not accept the improvements.

BACKGROUND:

Infrastructure acceptance is for new storm drainage improvements featuring a concrete lined channel over 3,200 linear feet in length as well as over 2,500 linear feet of 48” & 60” reinforce concrete pipe (RCP).

RELEVANT LAWS, STATUTES, AND REGULATIONS:

There are none.

FINANCIAL IMPLICATIONS:

The added value of the new improvements will be added to the City’s financial records. The ongoing cost of maintenance will be absorbed into the current budget for streets and storm drain.

ATTACHMENTS:

1. 2026.05.18 CP2024-006 VL D-1 Pond Relocation Acceptance Memo To Finance

CITY OF FERNLEY
Engineering Department

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

To: **Finance Department**

Cc: **Engineering Department**

From: **Alex Lopez-Martinez, Project Manager**

Date: **May 18, 2026**

Subject: **Acceptance of Victory Logistics D-1 Pond Relocation Public Infrastructure**

This memo is to inform you of the estimated value of new infrastructure recently accepted by the City of Fernley.

On **August 1, 2025**, the engineering department issued a notice of completion for: **Victory Logistics D-1 Pond Relocation Public Improvements.**

The new utility quantities and values are based on the Engineer of Record's probable cost estimation.

Streets	$294,588.75
Sanitary Sewer	$0.00
Storm Drain	$3,034,435.81
Water	$0.00
Total:	**$3,329,024.56**

To keep the C.A.F.R. up to date we have included the following quantities for this project:

Total new miles of streets: 0.00 mi
Total new miles of water main: 0.00 mi
Total new hydrants: 0
Total new miles of sewer main: 0.00 mi
Total new sanitary sewer manholes: 0
Total new miles of storm drain main: 1.11 mi
Total new storm drain manholes: 9

Please let us know if additional information is needed.

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Alex Lopez Martinez**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:	No:X	N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

(For Possible Action) to approve acceptance of public infrastructure associated with the Fernley Justice Court project.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to accept the roadway and utility infrastructure for the Fernley Justice Court project. The improvements were completed and are currently under a one-year warranty period. NRS 278.390 requires the local planning commission or the governing body to accept roadway right of way improvements by resolution.

RECOMMENDED MOTION:

"I move to approve the acceptance of the new public roadway and utility infrastructure associated with Fernley Justice Court."

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:

Staff does not recommend City Council choose to not accept the improvements.

BACKGROUND:

Infrastructure acceptance is for new roadway and water improvements constructed to serve the project. Adequate public facilities were provided along the frontage of the property.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

There are none.

FINANCIAL IMPLICATIONS:

The added value of the new improvements will be added to the City's financial records. The ongoing cost of maintenance will be absorbed into the current budget for streets and water.

ATTACHMENTS:

1. 2026.05.18 CP2024-016 Fernley Justice Court Acceptance Memo To Finance

CITY OF FERNLEY
Engineering Department

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

To: **Finance Department**

Cc: **Engineering Department**

From: **Alex Lopez-Martinez, Project Manager**

Date: **May 18, 2026**

Subject: **Acceptance of Fernley Justice Court Public Infrastructure**

This memo is to inform you of the estimated value of new infrastructure recently accepted by the City of Fernley.

On **April 24, 2026**, the engineering department issued a notice of completion for: **Fernley Justice Court Public Improvements.**

The new utility quantities and values are based on the Engineer of Record's probable cost estimation.

Streets	$16,830.00
Sanitary Sewer	$0.00
Storm Drain	$0.00
Water	$12,925.00
Total:	**$29,755.00**

To keep the C.A.F.R. up to date we have included the following quantities for this project:

Total new miles of streets: 0.00 mi
Total new miles of water main: 0.00 mi
Total new hydrants: 0
Total new miles of sewer main: 0.00 mi
Total new sanitary sewer manholes: 0
Total new miles of storm drain main: 0.00 mi
Total new storm drain manholes: 0

Please let us know if additional information is needed.

595 Silver Lace Boulevard ♦ Fernley, NV 89408 ♦ Telephone: 775-784-9910 ♦ Fax: 775-784-9848
www.cityoffernley.org

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

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

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

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to authorize the execution of the Water Right Banking and Dedication Agreement with DNC WEST COAST PROPERTIES LLC, APN 020-032-03, TCID serial number 1031-A-A in the amount of 1.215 acre feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with DNC WEST COAST PROPERTIES LLC, APN 020-032-03, TCID serial number 1031-A-A in the amount of 1.215 acre feet.

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement with DNC WEST COAST PROPERTIES LLC, APN 020-032-03, TCID serial number 1031-A-A in the amount of 1.215 acre feet."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council could choose to reject the dedication of water rights. This alternative is not recommended by staff and would be contrary to existing city policies.

BACKGROUND:

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

DNC WEST COAST PROPERTIES LLC is proposing to dedicate 1.215 acre feet of water rights appurtenant to Lyon County APN 020-032-03 (TCID Serial Number 1031-A-A) to the City of Fernley. The deed and dedication package were reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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

FINANCIAL IMPLICATIONS:

This dedication is being made to support future will-serve commitment requests. Pursuant to prior Council direction on December 3, 2014, the City will cover all legal and engineering costs associated with the dedication.

ATTACHMENTS:

1. DNC Water Rights Draft Deed (1031-A-A)
2. DNC Water Rights Dedication Agrmnt (1031-A-A)

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

LYON CO. APN: 020-032-03

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

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

W I T N E S S E T H :

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

> A One and Two Hundred Fifteen Thousandths (1.215) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1031-A-A. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-032-03, further described as follows:
>
> *Lot 9, as shown on the Map of J.K. JOHNSON ADDITION, filed in the office of the County Recorder of Lyon County, Nevada, on January 13, 1964, under File No. 87897.*

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

The above legal descriptions appeared previously in Grant, Bargain, Sale Deed, Document No. 680027, recorded on March 27, 2024, Official Records of Lyon County, Nevada.

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

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

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

DATED this ___ day of_____, 2026.

GRANTOR:
DNC West Coast Properties, LLC

BY: _____
DANIEL J. COSGROVE

_____
Title

STATE OF _____)
: ss.
COUNTY OF_____)

This instrument was acknowledged before me on _____, 2026, by Daniel J. Cosgrove.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

WATER RIGHTS BANKING
AND DEDICATION AGREEMENT

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 2026 (this "Agreement"), by and between DNC WEST COAST PROPERTIES, LLC, a California domestic limited liability company, (the "Dedicator") and the CITY OF FERNLEY, a political subdivision of the State of Nevada (the "City"), for the purpose of dedicating and banking certain water rights.

R E C I T A L S

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

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

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

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

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

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

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

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

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

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

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

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

A One and Two Hundred Fifteen Thousandths (1.215) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1031-A-A. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-032-03, and further described in that certain Grant, Bargain, Sale Deed recorded in the official records of Lyon County on March 27, 2024 as Document No. 680027.

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

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

(b) A re-vegetation plan must be prepared by a qualified agricultural engineer or the equivalent, and must outline the method by which permanent ground cover will be established. The re-vegetation plan shall provide for the application of a suitable

seed mixture susceptible to natural germination in the climatic conditions existing on the formerly irrigated land. The re-vegetation plan shall be deemed fully performed upon the first to occur of the following:

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

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

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

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

4. **Annexation.** If water utility service is requested by the Dedicator or the Assignee from the City outside the city limits of the City, and the Dedicator or the Assignee desires to use the Water Rights to satisfy the water right dedication requirements for water utility service, the City will determine whether it is appropriate to annex that property, and will only provide water utility service if the area is annexed into the City.

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

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

5. **Banking.** The Water Rights dedicated to the City under this Agreement shall be available for use in the satisfaction of the water right dedication requirement that is a pre-condition to receiving water utility service from the City. Once the water rights have been dedicated

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

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

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

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

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

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

6. **Change Applications.** Dedicator recognizes that the manner of use and place of use of the Water Rights must be changed to allow for municipal use in the City. Change applications that change the points of diversion, manner and place of use of the Water Rights will be prepared so that the Water Rights may be utilized for municipal purposes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dedicator	**City of Fernley**
DNC West Coast Properties, LLC	Department of Public Works
770 Devonshire Loop	595 Silver Lace Boulevard

Brentwood, CA 94513 Fernley, NV 89408

12. **General Conditions.**

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

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

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

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

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

(f) **Waivers; Extensions.** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

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

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

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

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

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

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

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

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

(m) **Indemnification.** The Dedicator and the Assignee agree, jointly and severally, to indemnify the City at all times and hold the City harmless in respect of any claims, damages or losses (including, without limitation, attorney's fees and costs), whether known or unknown, disclosed or undisclosed, arising from, by reason of or in connection with any part or portion of this Agreement. Dedicator hereby represents and warrants it has not sold, assigned, transferred, conveyed, hypothecated,

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

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

[signature page follows]

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

City of Fernley	**Dedicator**
_____	_____
Mayor of Fernley	Daniel J. Cosgrove
	_____
	Title
_____	_____
Date:	Date:

Attested:

_____
City Clerk

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Aaron Smith**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:X	No:	FY 2027 CIP

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible action to approve a professional services contract with Shaw Engineering. The contract will provide design services including permitting, geotechnical investigation, easement establishment and bidding support for the South Arm Interceptor, Phase 1 project. The cost of the contract is $649,900.00.

AGENDA ITEM BRIEF:

This project will provide design services including permitting, geotechnical investigation, easement establishment and bidding support for the South Arm Interceptor, Phase One. The extent of the design will start at the interceptor at Newlands and stop at Westerlund and Rosewood. This design will also extend down Farm District Road to the existing Lift Station. This design continues the initial design work by Shaw engineering that included survey, 30% plans, permits and easement initiation. This project will also help solve the challenges with Farm District Road Lift Station.

RECOMMENDED MOTION:

I move to approve the contract for professional services with Shaw Engineering for the South Arm Interceptor Phase 1 Project.

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Not Approve and Table for Discussion

BACKGROUND:

The South Arm Interceptor has reached it's capacity and is beggining to fail in locations such as under hi9ghway 50. The sewer interceptor needs to be replaced and up-sized in order to increase capacity and allow for more connections and development.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 338

FINANCIAL IMPLICATIONS:

If the project is not completed then land development and allowed connections will be limited. Additionally the interceptor could fail in places and result in costly repairs.

ATTACHMENTS:

1. Shaw Engineering Contract_scope_cost

CONTRACT

A Contract for Professional Services

THIS CONTRACT is made and entered into this 17th day of June, 2026, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and Shaw Engineering, a Consultant, whose address is: 20 Vine Street Reno, NV 89503 ("Contractor").

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

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

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

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

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

2. **CONTRACTOR'S SERVICES:**

    a. **Description of Services.**

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

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

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

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

3. REQUIRED APPROVALCOMPENSATION AND TERMS OF PAYMENT:

a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment B and incorporated herein by this reference.

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

c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).

d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year.

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

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

If to Contractor: Shaw Engineering
20 Vine Street
Reno, NV 89503

5. INSPECTION & AUDIT:

a. **Books and Records**. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. **Inspection & Audit**. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

c. **Period of Retention**. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

6. TERMINATION OR SUSPENSION:

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

b. **Termination Without Cause**. The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.

c. **Termination for Non-Appropriation**. Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.

d. **Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:

   i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;

   ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

   iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due;

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

e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct**. This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.

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

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and

iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.

v. If dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).

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

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

9. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

10. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

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

12. **INDEPENDENT CONTRACTOR:** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be

deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

13. **INSURANCE:** Unless expressly waived in writing by the City, Contractor shall, at Contractor's sole expense, procure, maintain and keep in force during the entire term of this Contract those policies of insurance which have been agreed to by the parties as evidenced by the parties initials in the signature spaces provided below. The City shall have no liability except as specifically provided in this Contract. Contractor shall not commence work before Contractor has provided the required evidence of insurance to the City. Any insurance or self-insurance available to the City shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

COF CTR a. **Workers' Compensation and Employer's Liability Insurance**. Industrial insurance protecting Contractor and the City from potential employee claims based upon job-related sickness, injury, or accident, during the performance of this Contract. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Prior to commencing any work, Contractor shall complete and provide the following written request to a qualified insurer:

CONTACTOR NAME has entered into a contract with Owner to perform work from THE 17th DAY OF JUNE, 2026 to THE 30th DAY OF JUNE,

2027 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

COF CTR

b. **Professional Liability Insurance**.

i. Minimum Coverage Limit required (not deductible amount): $1,000,000 Each Claim, $2,000,000 Aggregate.

ii. Retroactive date: Prior to commencement of the performance of this Contract

iii. Discovery period: Three (3) years after the termination date of this Contract.

c. **General Requirements**.

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

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

iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.

iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by the City.

v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.

vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.

d. **Evidence of Insurance.** Prior to the start of any work, Contractor must provide the following documents to the City:

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

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.

iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.

iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to

the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

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

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

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

17. **ASSIGNMENT/DELEGATION:** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any

rights, obligations, or duties under this Contract without the prior written consent of the City.

18. **PROPRIETARY INFORMATION:** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.

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

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

    a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

    b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

    c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as

amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

21. **LOBBYING:** The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency, legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

22. **CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017):** By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.
23. **PROPER AUTHORITY:** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

24. **GOVERNING LAW; VENUE:** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.

25. **INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire

agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.

26. **COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

27. **ADVICE OF COUNSEL:** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

28. **MODIFICATION; NO WAIVER:** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.

29. **INTERPRETATION OF AGREEMENT:** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.

30. **COOPERATION OF PARTIES:** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and

to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.

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

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CONTRACT

A Contract for Professional Services

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

CITY OF FERNLEY

_____

Mayor, City of Fernley Date

_____

City Clerk, City of Fernley Date

Approved as to form:

_____

City Attorney, City of Fernley Date

Originating Department:

_____

Department Head Date

CONTRACT

A Contract for Professional Services

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

CONTRACTOR

BY:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address:

City: State: Zip Code:

Telephone: Fax #:

E-mail Address:

_____

(Signature of Contractor)

DATE SIGNED this _____ day of _____, 20__.

June 3, 2026

Mr. Aaron Smith, P.E., M.S.
City of Fernley
595 Silver Lace
Fernley, NV 89408

Re: South Arm Sanitary Sewer Interceptor Project – Phase 1
Build-Out Capacity Scenarios, Final Design, Permitting and Geotechnical Investigation Proposal

Dear Mr. Smith:

At your request, Shaw Engineering (Shaw) is pleased to submit this proposal for additional topographic survey, utility locates, final design, permitting and geotechnical investigation services for the South Arm Interceptor Project. This scope of work will continue the progress made with the March 2022 scope of services that included alignment work, topographic and planimetric survey, right of way services and preliminary outreach to permitting agencies. The previous limits of Phase 1 extended from SSMH 295 at the existing Fernley Interceptor to SSMH 1047 near Hardie Lane. Per the City's request, the following changes have been made to the Phase 1 scope and limits:

- Phase 1 improvements will now end at the intersection of Rosewood and Westerlund near SSMH 107, and,
- Phase 1 will include scope for the design of a gravity main (Farm District Interceptor) from the proposed Phase 1 interceptor at the Out of Town Park to the existing Farm District Road Lift Station. The design would also include the abandonment of the lift station and its components and tie-in to the proposed Farm District Interceptor.

The services covered under this proposal are described in better detail below.

Task 1.0 Phase 1: Final Easement Evaluation and Negotiation

This task includes review of the easement and right of way requirements for the project and identification of options to mitigate project impacts on properties where easements are needed. Shaw will provide technical guidance and support throughout the easement negotiation process and will participate in meetings with property owner/s, as requested by the City of Fernley. Currently finalization of one previously mapped easement is the extent of the work estimated, however, this task will also cover review of any additional areas needed thru completion of the other tasks covered in this proposal. This task will also evaluate any required temporary easements during construction and review of the underlying fee for the Farm District Interceptor area.

Task 2.0 Buildout Capacity Scenarios and Alternatives Analysis

This task includes the evaluation of existing and future growth scenarios in order to calculate the required capacities of the South Arm Interceptor and the Farm District Road Interceptor.

The final deliverable will be a technical memorandum complete with estimates of existing and proposed flow rate, preliminary pipe sizing, preliminary cost estimates, figures showing preliminary alignments and Shaw's recommendation for the preferred alternative for both sub tasks. Shaw will coordinate with the City throughout the final technical memorandum development to ensure any additional or modified alternatives are reviewed to allow the City to make an informed decision.

Task 2.1 South Arm Interceptor Buildout Scenarios and Alternatives

The 2018 update to the City's Comprehensive Master Plan identified future development areas that required additional planning efforts in order to create a vision for the areas and address development challenges including land use, transportation, drainage, infrastructure, community services and physical constraints. These areas included the North Area, South Area and Southwest Area. The current design for the South Arm Interceptor utilizes the land use designations from the 2018 Comprehensive Plan. The design may warrant revisions and options analyzed for flows from the new land use designations set forth in the newly adopted 2025 Southwest Area Plan. This task will review previously approved developments and master planning documents and generate design alternatives to accommodate the existing and future wastewater flows from the Southwest Area. Shaw will utilize the recently adopted Southwest Area Plan and model multiple buildout scenarios for the land uses identified in the Southwest area plan. The buildout scenarios to be evaluated are as follows:

- Alternative 1: Reasonable Growth
- Alternative 2: Master Plan Build Out
- Alternative 3: Combination Growth Scenario – Plan for a Future Parallel Main to Serve Master Plan Buildout

Alternative 1 interceptor sizing will reflect reasonable growth patterns similar to those that were assumed in the 2020 Water Master Plan update and 2026 Sewer Master Plan. This alternative will identify areas of immediate buildout such as approved tentative maps, tentative maps with imminent final maps or final maps with delayed buildout, including active development agreements.

Alternative 2 interceptor sizing will be based on the buildout of the Southwest Area using the new land use designations from the Southwest Area plan and size the interceptor to accommodate the entire buildout.

Alternative 3 will evaluate an option for parallel sewer interceptors; the first interceptor would be sized to accommodate the existing flows plus reasonable buildout flows from Alternative 1 to be installed now. The second future interceptor will be preliminarily designed to be parallel and would be sized to accommodate the longer-term, full

buildout, of the Southwest Area. Only plan view preliminary layouts will be developed for the future interceptor to ensure sufficient construction clearances are provided.

Shaw will calculate the proposed sewer flows generated from the Southwest Area using the acreage and land uses identified in the Southwest Area Plan. Existing and proposed flows for each alternative will be modeled.

Task 2.1 Farm District Interceptor Buildout Capacity Analysis

This sub-task will include the capacity analysis and sizing of the gravity main from Phase 1 of the South Arm Interceptor to the Farm District Road Lift Station. The Farm District Road Lift Station receives flows from the Farm District Road and Rolling Meadows Contributary areas. Shaw will evaluate the contributary areas and assume reasonable growth patterns in order to calculate future flows and interceptor capacity and sizing.

Shaw will calculate the proposed sewer flows generated from each contributary area using the acreage and land uses identified in the 2018 Comprehensive Plan. Any potential South Area Plan development areas which could sewer to the Farm District Road contributary area will be included in the estimates. Existing and proposed flows will be modeled.

Task 3.0 Phase 1: Final Design and Bureau of Water Pollution Control Permitting

This task includes all elements of final design for Phase 1 of the South Arm Interceptor project and permitting with the Bureau of Water Pollution Control. The revised scope for Phase 1 will encompass: the extension of the South Arm Interceptor from the existing interceptor located south of APN 021-232-02 (1455 East Newlands Drive) to the intersection of Westerlund and Rosewood Lane near SSMH 107, the extension of a new gravity main (Farm District Interceptor) from the Out of Town Park to the Farm District Road Lift Station site, and the abandonment of the Farm District Road Lift Station and its components and tie-in to the new gravity main.

The final design will incorporate Shaw's recommendations and City of Fernley direction from Task 2.0 and will build off of previous design work completed under the March 2022 scope of services. Shaw will compile updated final design drawings ready for permitting. Shaw will provide all documentation to City staff for review and commentary at the 30% 60% and 100% stages of design. The design drawings will be delivered to the City for review prior to submitting for permitting. The final design will approximately include:

- Final hydraulic analysis of the interceptor,
- Subsurface utility mapping with limited ground penetrating radar for conflict areas,
- Topographic survey of utilities, including boundary survey for the Farm District Interceptor alignment,
- Utility mapping for Farm District Interceptor corridor
- Limited potholing of significant utility crossings to confirm location, depth and materials,
- Demolition and relocation drawings,
- Sanitary sewer interceptor plan and profile drawings,

- Jack and bore designs for each railroad and highway crossing,
- Evaluation and design of trenchless sewer main installation for portions of the Farm District Interceptor,
- Connection points to the existing sanitary sewer system,
- Standard details and technical specifications for construction, and
- Installation of manholes at City of Fernley required spacing intervals.

This task will also include the preparation of supporting documentation required to permit the project with the Nevada Division of Environmental Protection, Bureau of Water Pollution Control. It is anticipated an executive summary/scope of work letter will be required to summarize and identify the proposed improvements. In addition to the executive summary/scope of work, plans and complete technical specifications for the project will be provided for the permit submittal.

Task 4.0 Phase 1: United States Bureau of Reclamation, Union Pacific Railroad and US 50A/Farm District Road NDOT Permitting

The first phase of the project has multiple areas which cross under or parallel existing United States Bureau of Reclamation (USBR) and Truckee Carson Irrigation District (TCID) facilities, Union Pacific Railroad right of way (UPRR), and Nevada Department of Transportation (NDOT) rights-of-way. It is anticipated that permitting with the USBR, the TCID, UPRR, and the NDOT will be required for these areas.

Shaw has assumed that the crossings will be required to be accomplished with a trenchless method such as the jack and bore method. Permitting tasks include:

- Reviewing and organizing permit application requirements with each agency,
- Coordinating historical records requests for each entity,
- Compiling required permit documentation, design reports, and plans for each submittal,
- Initial submittal to each agency,
- Coordination with agency representatives through the review process,
- Responding to permit review comments and questions, and,
- Resubmitting all documentation required for final permit approval.

Shaw has provided scope for one to two rounds of comments for each permit. Also included in this proposal, is the anticipated application review fees totaling $3000.

Shaw will accelerate the design in areas of the project which require permits from agencies with longer permitting timelines such as the USBR and UPRR in order to begin the process while the remainder of the design and permitting is completed.

Task 5.0 Phase 1: Geotechnical Investigation and Report

This task includes all elements of a thorough geotechnical evaluation of the project corridor. Shaw will utilize Construction Materials Engineers, Inc. as a subconsultant to perform all aspects of the geotechnical field investigation, laboratory work and material analysis, and final report generation. The deliverable will be a final, stamped,

geotechnical engineering report complete with analysis of the existing soils, recommendations for the project design, and recommendations for construction of the project. Preliminary shoring will be reviewed, particularly for deepened sewer areas with roadway or other utility conflicts. The shoring review may include requirements for temporary sheet pile shoring to support existing utilities and roadways.

Task 6.0 Topographic Survey and GPR Scanning

This task includes the collection of all topographic survey and mapping information for the Farm District Interceptor alignment. Shaw will utilize Wood Rodgers, Inc. as a subconsultant to perform all aspects of the topographic survey. Previous survey limits did not include the Farm District Road Interceptor alignment. This task will also include GPR scanning of all existing potential utilities along the Farm District Interceptor. Shaw will utilize Nason's Scanning for GPR services. The GPR scanning will be completed ahead of final surveying to digitize as much scan data as possible.

Task 7.0 Phase 1: Bid Phase Support

Parallel with the design phase, will be the preparation of construction contract documents. Shaw Engineering will use the Engineers Joint Contract Document Committee (EJCDC) C-900 Construction Contract Series for the preparation of the contract documents to be utilized for the bid phase, through to the end of the construction phase.

Following approval from all permitting agencies, Shaw will assist with public bidding including advertisement, responding to contract RFI's, assisting with the pre-bid conference, issuing addenda, bid opening, and providing a recommendation of award in accordance with the provisions of NRS 338.

The following assumptions have been made for this proposal.

- No vertical construction (structures or buildings) will be required for the improvements above.
- Creating temporary construction easements or permission to construct documents and acquiring approvals are not considered a part of this scope.
- Permitting outside of the agencies other than those mentioned in the scope above.
- Modeling multiple buildout scenarios other than those mentioned in the scope above.
- No construction management services are included in this scope.
- 4 days of GPR scanning will be required.

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

Task 1.0	**Final Easement Negotiations**	$	5,000
Task 2.0	**Buildout Capacity Analysis and Alternatives**		
Task 2.1	South Arm Interceptor Capacity Analysis	$	7,500
Task 2.2	Farm District Interceptor Capacity Analysis	$	3,000
Task 3.0	**Phase 1: Final Design**	$	520,000

Task 4.0	**Phase 1: USBR, TCID, UPRR and US 50A and Farm District NDOT Permitting**	$	18,500
Task 5.0	**Phase 1: Geotechnical Investigation and Report**	$	71,400
Task 6.0	**Topographic Survey & GPR Scanning**	$	19,000
Task 7.0	**Phase 1: Bid Phase Support**	$	5,500
	Phase 1 Total	$	**649,900**

The work listed above will be billed based on time and materials at the fee schedule attached and will not exceed the limits shown without prior approval from the City of Fernley.

Project Schedule

Deliverable/Milestone	Projected Timeline
Contract Award	July 2026
Complete Geotechnical, Survey, and Utility Locates	Aug -Nov 2026
Complete Capacity Technical Memorandum	Dec 2026
60% Design Review to City	March 2027
Easement Negotiations	Apr 2027-July 2027
90% Design and Technical Specifications	July 2027
UPRR and USBR Permit Review	Aug 2027-Aug 2028
NDOT and NDEP Permit Review	Jan 2028 – July 2028
100% Design and Technical Specifications	July 2028
Advertise and Bid Opening	Aug 2028-Oct 2028
Award for Construction	Oct 2028

Thank you for the opportunity to submit this proposal. If you have any questions, please email or call.

Sincerely,
SHAW ENGINEERING

Cody Black P.E.
Senior Principal Engineer
cody@shawengineering.com
(775) 329-5559

Owen Wurgler, P.E., Msc.
Principal Engineer
owen@shawengineering.com
(775) 329-5559

Attachment B

2026 FEE SCHEDULE

PROFESSIONAL

Senior Principal	$215.00/hr
Principal	$200.00/hr
Project Manager	$175.00/hr
Senior Engineer	$165.00/hr
Professional Engineer II	$155.00/hr
Professional Engineer I	$145.00/hr
Staff Engineer II	$125.00/hr
Staff Engineer I	$115.00/hr
Expert Testimony	
Consultations	$250.00/hr
Reports/Preparations	$500.00/hr
Trial/Depositions	$750.00/hr (4 hr.Min.)

TECHNICAL

Project Coordinator	$110.00/hr
Drafting/Technician II	$ 95.00/hr
Drafting/Technician I	$ 85.00/hr
Construction Inspector II	$115.00/hr
Construction Inspector I	$105.00/hr

ADMINISTRATIVE

Office Administrator	$ 95.00/hr
Administrative Assistant II	$ 75.00/hr
Administrative Assistant I	$ 70.00/hr

OTHER

Subconsultants	Cost + 15%
Mileage	$0.85/mile
Per Diem	$150.00/day
Expenses	At Cost

The cost for office equipment, office supplies, hardware and software utilized during a Project is included in the fee schedule. Per Diem applies to Construction Inspectors that are required to spend one night or more on the Project.

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Alex Lopez Martinez**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:	No:X	N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

(For Possible Action) to approve acceptance of public infrastructure associated with the Tractor Supply project.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to accept the roadway and utility infrastructure for the Tractor Supply project. The improvements were completed and are currently under a one-year warranty period. NRS 278.390 requires the local planning commission or the governing body to accept roadway right of way improvements by resolution.

RECOMMENDED MOTION:

"I move to approve the acceptance of the new public roadway and utility infrastructure associated with Tractor Supply."

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:

Staff does not recommend City Council choose to not accept the improvements.

BACKGROUND:

Infrastructure acceptance is for new roadway, water, sewer, and storm drain improvements constructed to serve the project. Adequate public facilities were provided along the frontage of the property.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

There are none.

FINANCIAL IMPLICATIONS:

The added value of the new improvements will be added to the City's financial records. The ongoing cost of maintenance will be absorbed into the current budget for streets, water, sanitary sewer, and storm drain.

ATTACHMENTS:

1. 2026.05.18 CP2024-015 Tractor Supply Acceptance Memo To Finance

CITY OF FERNLEY
Engineering Department

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

To: **Finance Department**

Cc: **Engineering Department**

From: **Alex Lopez-Martinez, Project Manager**

Date: **May 18, 2026**

Subject: **Acceptance of Tractor Supply Public Infrastructure**

This memo is to inform you of the estimated value of new infrastructure recently accepted by the City of Fernley.

On **February 25, 2026**, the engineering department issued a notice of completion for: **Tractor Supply Public Improvements.**

The new utility quantities and values are based on the Engineer of Record's probable cost estimation.

Streets	$171,490.00
Sanitary Sewer	$5,000.00
Storm Drain	$9,750.00
Water	$10,000.00
Total:	**$196,240.00**

To keep the C.A.F.R. up to date we have included the following quantities for this project:

Total new miles of streets: 0.00 mi
Total new miles of water main: 0.00 mi
Total new hydrants: 0
Total new miles of sewer main: 0.00 mi
Total new sanitary sewer manholes: 0
Total new miles of storm drain main: 0.00 mi
Total new storm drain manholes: 0

Please let us know if additional information is needed.

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Treston Rodriguez**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:	No: x	Yes:	No: x	N/A

ACTION REQUESTED: Ordinance

AGENDA ITEM:

(For Possible Action) Discussion and Second Reading of Bill #385, associated with PD05-06MOD, a Major Modification to the handbook associated with the Friendly 5 Planned Development requested by Scott Berge to modify : 1) the proposed arterial roadway connection from the northern boundary of the development to U.S. Highway 50, 2) adding a new section to the handbook to establish design standards and requirements for the arterial roadway connection, and 3) revising Condition 4.K to modify the timing requirement for construction of the roadway connection, along with other clarifying revisions. The subject site is generally located on both the north and south sides of Farm District Road, approximately 800 linear feet east of its intersection with Jessica Lane.

AGENDA ITEM BRIEF:

This agenda item is a request for a Major Modification to the approved Friendly 5 Planned Unit Development (PD) Handbook. The modification includes: (1) revisions related to the proposed arterial roadway connection from the northern boundary of the development to U.S. Highway 50; (2) the addition of a new section to the PD Handbook establishing design standards and requirements for the arterial roadway connection; and (3) amendments to Condition 4.K to modify the timing requirement for construction of the roadway connection, along with other clarifying revisions.

At their May 13, 2026 meeting, the Planning Commission recommended approval of the Major Modification with a modification to the proposed trigger language (discussed below). First reading of this Ordinance was held at the City Council meeting of June 3, 2026.

RECOMMENDED MOTION:

"Based on the analysis presented in the staff report, I move to approve Bill #385 associated with the Friendly 5 Planned Unit Development to amend the PD Handbook, including the addition of Section 4.1.3 and revisions to Condition 4.K to adjust the timing of the required roadway connection to US 50."

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:

"Based on public testimony and the facts of the case, I move to deny the Major Modification associated with the Friendly 5 Planned Unit Development because I am unable to make the following required finding(s):

(State applicable finding and supporting rationale—repeat for each applicable finding)."

BACKGROUND:

The Friendly 5 Planned Unit Development (PD) was originally approved in 2006 and consists of approximately 260 acres located on both the north and south sides of Farm District Road in the City of Fernley. As part of the original approval, the PD Handbook established development standards, phasing expectations, and associated conditions of approval, including provisions related to regional roadway connectivity.

A key component of the original approval was Condition 4.K, which required construction of an arterial roadway extending from the northern boundary of the development to US 50. At the time of approval, the land necessary to complete this connection was under federal ownership, and the City did not have control over the right-of-way. As such, the condition was written to acknowledge this constraint and included provisions indicating that the City would work with the applicant to obtain the necessary easements or property rights, and that the requirement could be adjusted if those efforts were unsuccessful.

Following approval of the PD, development progressed incrementally over time. The broader development timeline was significantly impacted by the 2008 economic downturn, which delayed construction activity and associated infrastructure planning. In more recent years, development has resumed, with the final subdivision map for Village 1, consisting of 75 residential lots, recorded in February 2023, followed by the final map for Village 2, consisting of 52 residential lots, recorded in August 2024.

In parallel with ongoing development, the City pursued acquisition of the federal land necessary to facilitate the future roadway connection to US 50. This effort culminated in November 2025, when the City successfully completed the Recreation and Public Purpose (R&PP) acquisition process, thereby obtaining control of the parcel needed for the roadway extension. With the land now under City ownership, the applicant is able to proceed with design and future construction of the required connection.

In early 2026, the applicant prepared an updated Traffic Impact Study to evaluate current traffic conditions and

reassess the timing of required infrastructure improvements. The study concluded that, based on updated traffic volumes and regional growth patterns, the previously established trigger requiring construction of the roadway at the 151st lot is no longer warranted. Instead, the study recommends that the roadway connection be constructed at a later phase of development, specifically tied to occupancy within Villages 4 and 5 located south of Farm District Road.

At the May 13, 2026 Planning Commission meeting, the Planning Commission discussed the proposed timing modification associated with Condition 4.K. During discussion, concerns were raised regarding the potential for continued development south of Farm District Road prior to completion of the roadway connection to US 50 and ensuring that the roadway improvement would ultimately be constructed. The applicant team clarified that the request was not intended to avoid construction of the roadway connection, but rather to allow additional time for the City and developer to complete the design, coordination, permitting, and construction process associated with the roadway improvements. The applicant further explained that the updated Traffic Impact Study supported tying the roadway trigger to development within Villages 4 and 5 south of Farm District Road; however, the Planning Commission expressed a preference that the trigger apply to all development south of Farm District Road. Following discussion, the Planning Commission recommended approval of the Major Modification with a modification to the proposed trigger language requiring completion of the roadway connection prior to issuance of the first certificate of occupancy on the south side of Farm District Road.

As development continues and the recordation of the subdivision map containing the 151st lot is anticipated, strict adherence to the original condition would require the applicant to construct the roadway immediately, which is not feasible given the time required for design, permitting, and construction. This would effectively halt residential development despite the updated Traffic Impact Study indicating that the connection is not yet necessary. In response, the applicant has submitted a Major Modification request to amend Condition 4.K and add clarifying language to the PD Handbook, with the intent of aligning infrastructure timing with current conditions while still ensuring that the roadway connection to US 50 is constructed at an appropriate stage of development.

In addition to the proposed Section 4.1.3 and associated exhibits, the applicant has provided finalized language establishing the design, construction, and cost responsibility framework for the arterial roadway connection.

As proposed, the developer is responsible for designing the roadway in accordance with Exhibits 4.1.3(a) through (c), the updated Traffic Impact Study prepared by GCW dated March 3, 2026, and all applicable City of Fernley standards. The interim roadway improvements include necessary grading and drainage, with the ultimate roadway buildout to occur at a future time as determined by the City. Additional improvements beyond those identified in the exhibits may be required by the City, with such improvements to be constructed at the City's expense unless otherwise agreed.

The proposed language requires the developer to prepare and submit roadway design plans for City review and approval, complete right-of-way dedication, and obtain all necessary permits, including coordination with NDOT. The City will provide a temporary construction easement to facilitate construction, and upon completion, the roadway will be dedicated to and maintained by the City.

The developer is responsible for all costs associated with the design and construction of the roadway. However, the proposed language establishes a framework under which the developer may seek reimbursement of a portion of those costs. This includes the ability to submit a proportionate share analysis to allocate costs to future benefiting development within a defined service area, as well as the potential for reimbursement through future conveyance of City-owned property associated with the roadway alignment. Any reimbursement is subject to limitations, including that reimbursement shall not exceed the developer's documented costs and is contingent upon the City's actual receipt of funds.

This framework is intended to clarify roles and responsibilities, ensure delivery of the required roadway

infrastructure, and provide a mechanism for cost recovery while maintaining the City's discretion and compliance with applicable law.

While the proposed reimbursement framework is reflected in both the revised Condition 4.K and Section 4.1.3, the provisions serve distinct but complementary purposes within the Planned Development Handbook. Condition 4.K establishes the timing and construction triggers for the arterial roadway connection, including requirements tied to development within Villages 4 and 5 and limitations on deferral based on roadway capacity. In contrast, Section 4.1.3 establishes the design, construction, and implementation requirements for the roadway, including applicable standards, permitting, right-of-way dedication, and coordination with outside agencies. Together, these provisions establish a comprehensive framework governing when the roadway must be constructed and how it will be designed, delivered, and maintained.

Pursuant to the Fernley Municipal Code, approval of a Major Modification to a Planned Development requires that specific findings be made. The proposed modification to the Friendly 5 Planned Development Handbook has been evaluated against the applicable criteria, and the following findings can be made in support of the request.

1. Consistency with the Master Plan and Applicable Law

The proposed Major Modification is consistent with the City of Fernley Comprehensive Master Plan and applicable state and federal law. The modification does not alter the underlying land use designation, density, or overall development pattern of the Friendly 5 Planned Development, but instead addresses the timing and implementation of a previously approved arterial roadway connection.

As discussed in the applicant's materials, the proposed modification aligns with Master Plan goals and policies related to infrastructure timing, coordination of growth with public facilities, and provision of roadway improvements commensurate with development impacts.

The modification ensures that the arterial roadway connection will be constructed at a stage of development consistent with current traffic conditions and updated analysis, while maintaining the intent of the original approval. Therefore, the request is consistent with the City's Master Plan and applicable law.

2. Compatibility with Surrounding Land Uses

The proposed Major Modification is compatible with surrounding land uses. The request is limited in scope to revising the timing and implementation framework for construction of an arterial roadway connection and does not modify the approved land uses, density, or development standards of the Planned Development.

Surrounding land uses include vacant land to the north and east, the Friendly 5 Planned Development to the south, and established single-family residential neighborhoods to the west.

The arterial roadway connection was contemplated as part of the original Planned Development approval and will provide improved regional connectivity when constructed. Adjusting the timing of the roadway to align with updated traffic conditions does not adversely impact adjacent properties and may improve overall circulation by delivering the improvement when it is warranted. Therefore, the proposed modification remains compatible with surrounding land uses.

3. Public Notice and Hearing Requirements

Public notice has been provided and a public hearing has been conducted in accordance with the requirements of the Fernley Municipal Code and Nevada Revised Statutes. The application has been processed in compliance with all applicable noticing and hearing procedures.

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 278.020 – Grant of power to cities and counties for regulation of land use and development
NRS 278.260 – Determination, establishment, enforcement and amendment of zoning regulations

FMC 32.06.140 – PD regulations, including establishment and modifications

FMC 32.03.020 – Application review procedures, general entitlement processing, hearings, and decision-making authority

FINANCIAL IMPLICATIONS:

None.

ATTACHMENTS:

1. Exhibit 1 - BILL #385
2. Exhibit 2 - Redline Friendly 5 Planned Development Handbook (PD05-06MOD)
3. Exhibit 3 - Submitted Materials From Applicant

BILL #385
CITY OF FERNLEY
ORDINANCE #_____

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

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

Section 1. The Friendly 5 Planned Development (PD05-06) is hereby amended as follows:

Planned Development Amendment
The Friendly 5 Planned Development (PD05-06), as originally approved and subsequently amended, is hereby modified to incorporate the following changes to the Planned Development Handbook:

1. Condition 4.K is hereby amended to revise the timing and construction requirements for the arterial roadway connection from the northern boundary of the development to U.S. Highway 50, including provisions related to construction triggers, developer responsibility, and reimbursement framework.
2. Section 4.1.3 is hereby added to the Planned Development Handbook to establish design standards, construction requirements, and implementation procedures for the arterial roadway connection, including roadway cross-section, right-of-way dedication, coordination with applicable agencies, and cost responsibilities.
3. All other provisions of the Friendly 5 Planned Development Handbook shall remain in full force and effect unless specifically modified herein.

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

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

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

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

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

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

BILL #371 BEING HEREBY PROPOSED on the _3rd_ day of _June_, 2026.

BILL #371 BEING HEREBY PASSED, APPROVED, and ADOPTED this _17th_ day of _June_, 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

FRIENDLY 5 RANCH

Chapter 4

Infrastructure and Public Services

4.1 Access and Circulation

Access to Friendly 5 Ranch is provided via Farm District Road to both the north and south portions of the Development. A roadway and pedestrian pathways network has been designed to provide adequate and safe access into and through the Development for both vehicles and pedestrians. The following identifies the hierarchy of both vehicular roadways and pedestrian pathways through the Development.

4.1.1 Roadway System

The hierarchy for roadways shall be as identified below and depicted within Exhibits 4.1 through 4.5 on the following pages. All roadways shall be constructed per the City of Fernley Public Works Design Standards Manual.

Arterial Streets:

The main north/south roadway spine located on the northern portion of the Development shall be classified as an "arterial roadway" as identified within the City of Fernley Public Works Design Standards Manual. The arterial roadway consists of an 80-foot right of way including a 14-foot landscaped median and a minimum 10-foot parkway on both sides (including a meandering 4-foot sidewalk). The arterial roadway will provide for four (4) 12-foot travel lanes and two (2) 9-foot bike lanes at final build-out. The interim roadway will include a 12-foot travel lane and 9-foot bike lane on both sides with a 38-foot median until such time as four lanes are warranted and constructed by the City. The arterial roadway will be stubbed into the Bureau of Reclamations parcel for future connection to U.S. Highway 50, through the future school/park complex.

Utilities will be included within the right-of-way where possible. Where this is not feasible, Public Utility Easements (PUE's) shall be included within the 10-foot parkways on either side of the roadway.



Exhibit 4.1 – *Street Network*

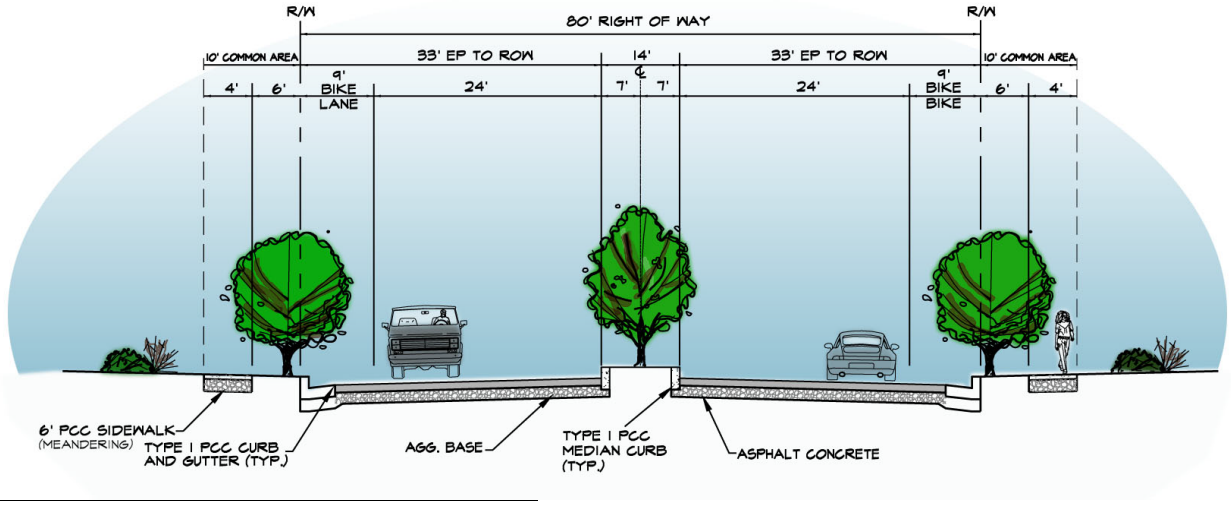


Exhibit 4.2 - *Arterial Street Section (Buildout)*

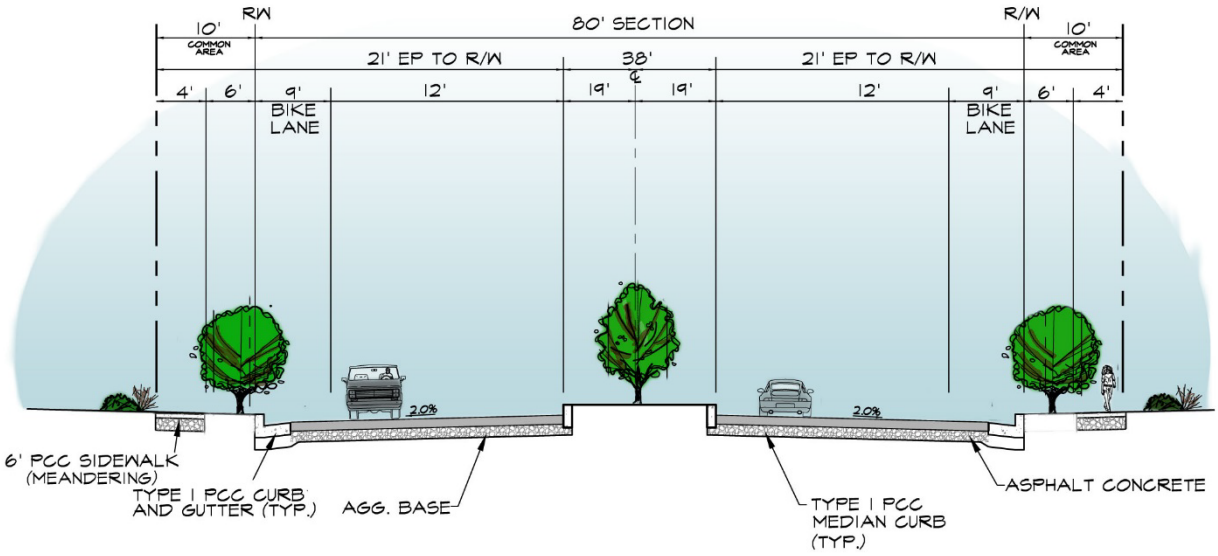


Exhibit 4.3 - *Arterial Street Section (Interim)*

Collector Streets:

The easer entry roadway to the southern portion of Friendly 5 Ranch is classified as a collector roadway. The collector street shall provide for a 60-foot overall right-of-way. Common area bounds either side of the collector street and will offer opportunities to separate the sidewalk on either side of the street with parkway planters.

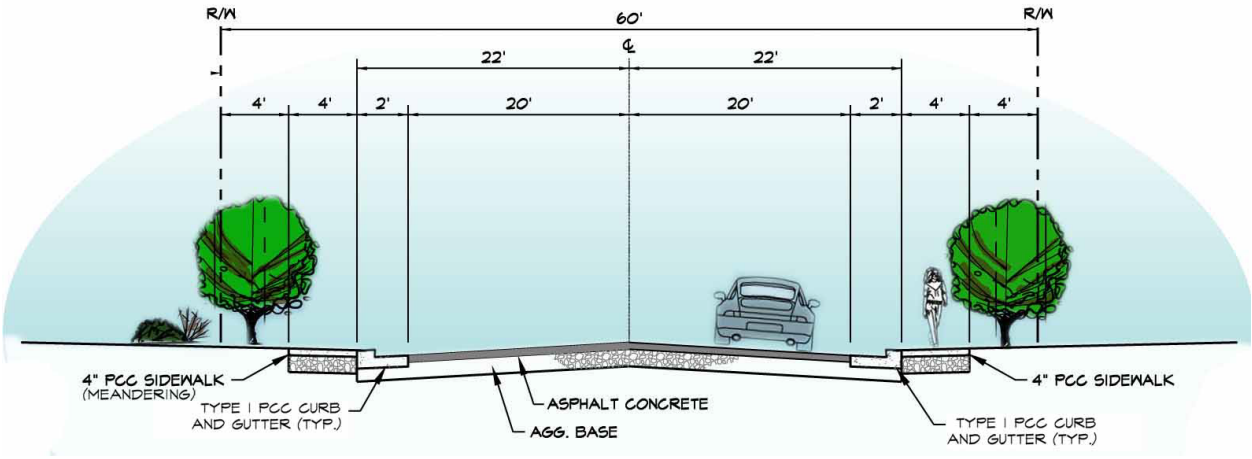


Exhibit 4.4 *- Collector Street Section*

Local Streets:

Local streets make up the predominance of the proposed roadways within F5 Ranch. Each local street shall be constructed per the City of Fernley standard 50-foot right-of-way section. The sidewalk shall be placed at the back face of the curb.

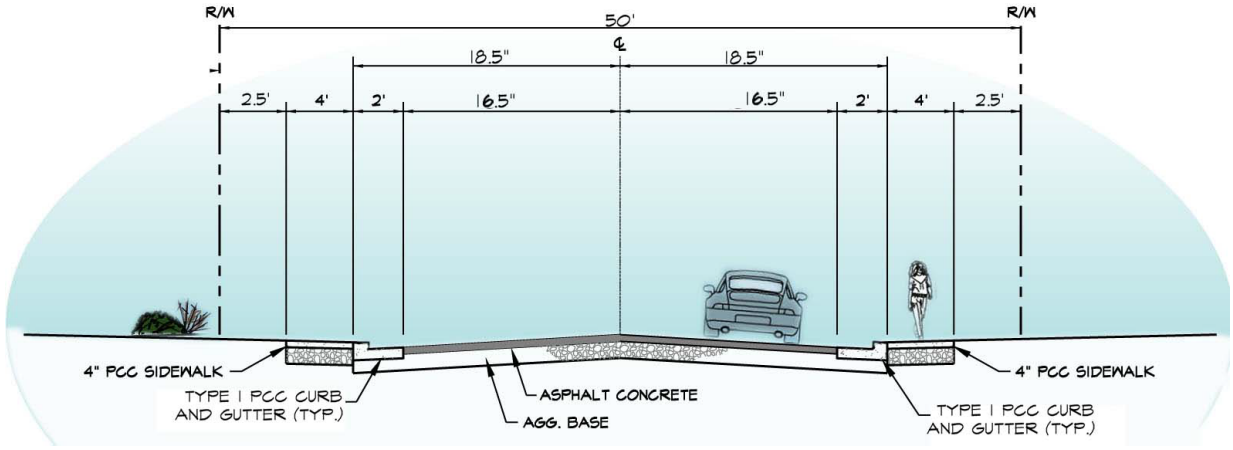


Exhibit 4.5 *- Local Street Section*

4.1.2 Pedestrian Circulation System

As with the roadways within Friendly 5 Ranch, the pedestrian facilities will also have a hierarchy of classifications. Pedestrian facilities include a mix of concrete sidewalks (both at the back of curb and separated by a parkway), and pedestrian trails. On the following pages, Exhibit 4.6 identifies the varying classifications and their relative location within the Development.



Exhibit 4.6 – *Pedestrian Circulation*

Sidewalks:

Sidewalks shall be provided on both sides of all roadways within the Development and shall be 4-feet in width, constructed of Portland cement concrete. Sidewalks shall allow for foot traffic only.

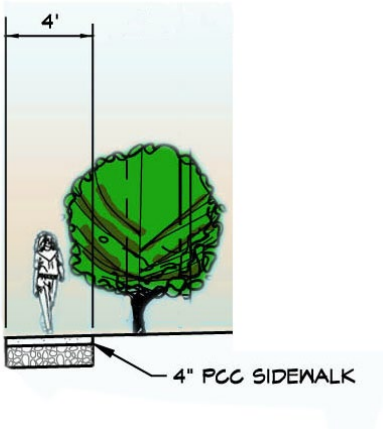


Exhibit 4.7 - *Portland Cement Concrete Sidewalk Detail*

Pedestrian Trail:

The pedestrian trail is primarily located within "semi-formal" common areas/open space. Pedestrian trails shall be provided for both pedestrian and non-motorized vehicle travel only. Equestrian use of pedestrian trails is prohibited. The pedestrian trail consists of a 6-foot wide asphalt, concrete, or acceptable alternative (at the discretion of the administrator) surface pathway.

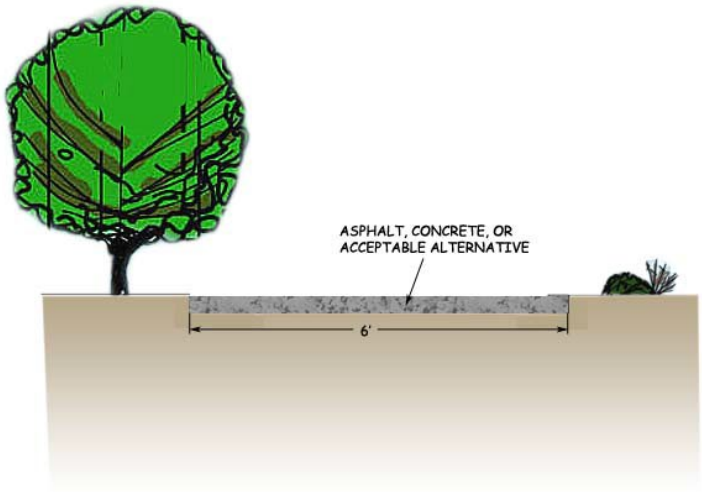


Exhibit 4.8 - *Pedestrian Trail Detail*

4.1.3 Arterial Connector (Interim)

The street connecting the northern project boundary to US Highway 50 at the existing High-T intersection shall be classified as a "arterial roadway" as identified within the City of Fernley Public Works Design Standards Manual. Persuant to recommendations in the updated Traffic Analysis (Traffic Impact Study for Friendly 5 GCW March 3, 2026) the developer shall construct the interim condition of the arterial connector identified in Exhibit 4.1.3(a) upon issuance of certificate of occupancy for any residence within Villages 4 or 5. The parcel this roadway bisects is a vacant parcel owned by the City of Fernley (previously owned by BOR) and is not part of the Friendly 5 PD. The initial roadway will provide two (2) 12-foot travel lanes and an 8-foot multi-use path on one side with a 34-foot median until such time as four lanes are warranted and constructed by the City. Refer to exhibits 4.1.3(a), 4.1.3(b), and 4.1.3(c) below.

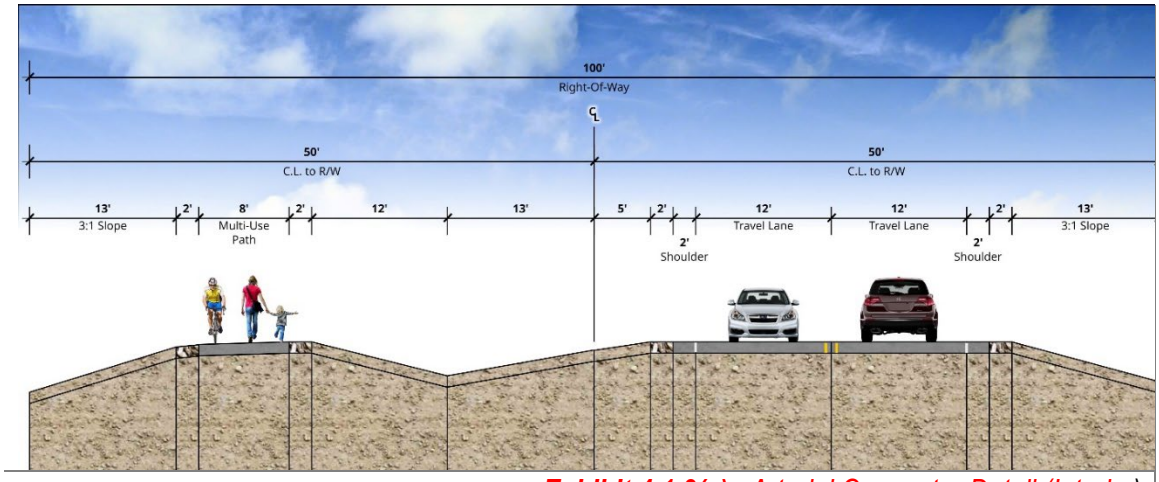


Exhibit 4.1.3(a) –*Arterial Connector Detail (Interim)*

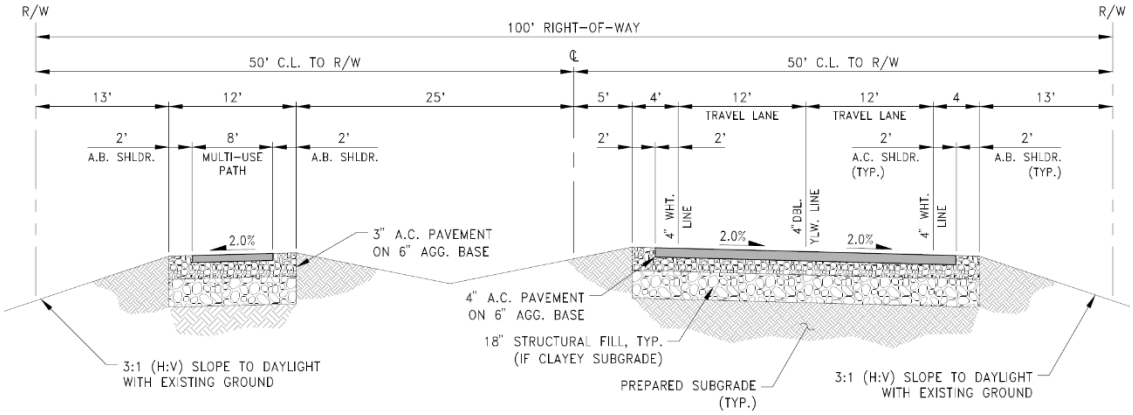


Exhibit 4.1.3(b) *–Arterial Connector Section (Interim)*

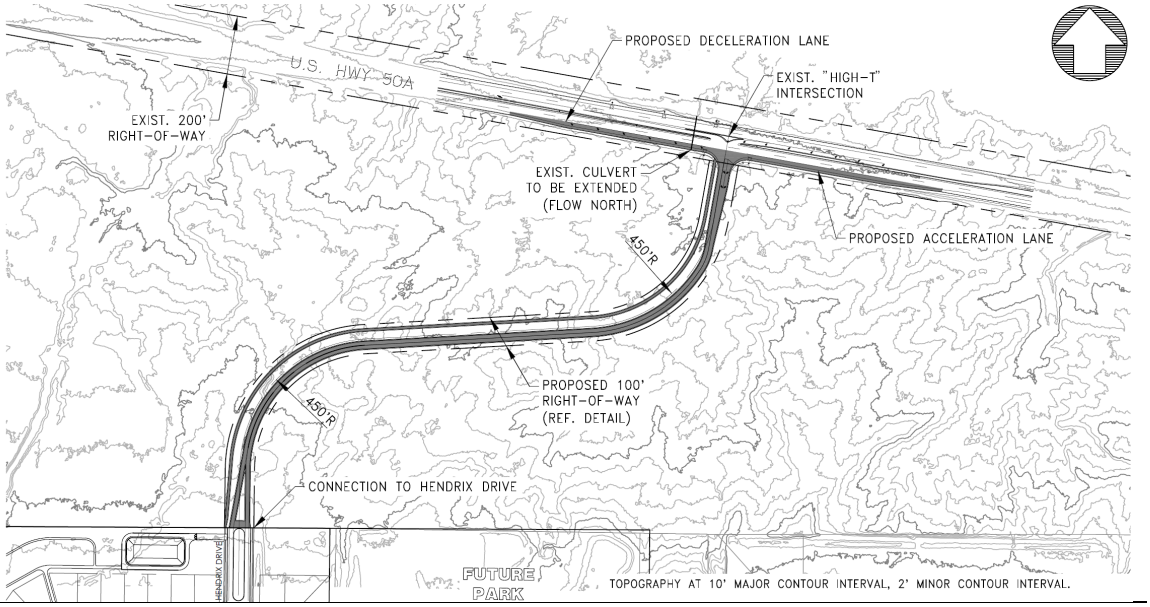


***Exhibit 4.1.3(c)** –Arterial Collector Alignment*

The developer shall design the roadway per exhibits 4.1.3 (a) – (c), the recommendations of the updated Traffic Analysis (Traffic Impact Study for Friendly 5 GCW March 3, 2026), and applicable City of Fernley Standards. The interim roadway design and construction shall include the grading and drainage necessary for the improvements. Additional design and construction for items such as future travel lanes, utilities, curb, gutter, sidewalk, future intersections, and other design elements not listed in exhibits 4.1.3 (a)-(c) may be provided if desired by the City of Fernley at their own cost. The developer shall submit the roadway design to the City of Fernley for design review. Upon City of Fernley approval of the design the developer shall prepare and submit a right-of-way dedication map to the City and an encroachment permit with NDOT. The City of Fernley shall issue a temporary construction easement for the developer to construct the roadway. The Developer shall be responsible for all costs associated with the design and construction of the roadway and all associated improvements. The developer may seek reimbursement of a portion of its documented roadway construction costs through the following mechanisms, subject to the limitations set forth below:

(a) Proportionate Share Contributions. The developer may, at its sole cost and expense, prepare and submit to the City a proportionate share analysis, prepared by a qualified traffic engineer using generally accepted methodology, identifying (i) the geographic benefit area served by the roadway and (ii) the proportionate share of roadway costs reasonably allocable to existing and reasonably anticipated future development within that benefit area, including the share allocable to the developer's own development. Such analysis must be submitted to the City no later than twenty-four (24) months after substantial completion of the roadway; failure to timely submit the analysis shall constitute a waiver of Developer's rights under this subsection (a). Upon the City's approval of the analysis and methodology (which approval shall not be unreasonably withheld), the City shall use commercially reasonable efforts, consistent with applicable law and the City's land use authority, to

condition approval of future development projects within the benefit area on payment of a proportionate share contribution toward Roadway costs, and to remit such contributions, when and if collected, to the developer as reimbursement until the developer has been reimbursed in full or until fifteen (15) years after substantial completion of the roadway, whichever occurs first.

(b) Conveyance Reimbursement. If the City conveys all or any portion of either of the resultant parcels created by the roadway alignment to a third party within ten (10) years after substantial completion of the roadway, the developer may request that the City enter into a reimbursement agreement providing for reimbursement of a portion of the developer's documented roadway construction costs from the proceeds of such conveyance, on terms to be mutually agreed by the parties.

(c) Limitations. In no event shall the aggregate reimbursement to the developer exceed the developer's documented actual costs of constructing the roadway, less the portion of such costs attributable to the developer's own proportionate share. The developer's right to reimbursement is contingent on the City's actual receipt of contributions or conveyance proceeds and does not obligate the City to advance funds from any other source or to collect any amount the City is unable to lawfully impose.

Upon completion of the roadway, the City of Fernley shall record the right-of-way dedication map. The completed roadway will be owned by and maintained by the City of Fernley.

4.2 Utilities

All utilities provided in Friendly 5 Ranch shall be subject to the standards and specifications identified in the City of Fernley Public Works Design Standards Manual.

4.2.1 Water Service

The City of Fernley shall be the water purveyor for the Friendly 5 Ranch. Appropriate water rights sufficient to serve the Development will be dedicated by the developer at the time of Final Map. The proposed project will be served by an existing 18" water line located in Farm District Road and operated by the City of Fernley. Because the project is located on both the north and south sides of Farm District Road, multiple taps off the 18" line can be expected.

The estimated residential demand is anticipated to be approximately 602± AF/year.

4.2.2 Sanitary Sewer Service

The project is proposed to sewer via a network of gravity mains to a lift station that will be located at the northwest corner of the project, where it will then be pumped in a force main to the wastewater treatment facility.

It is estimated that 538± homes will generate a peak hour demand of approximately 556,830 gallons/day. A detailed sewer report is provided within Supplemental Reports included with this Handbook.

4.2.3 Storm Drainage

The Development is located within a Shaded X flood zone as identified by FEMA. With the exception of roadside ditches and culverts on Farm District Road, there are no storm drain facilities in the vicinity of the Development. Storm water runoff generated from developed surfaces will be collected and routed to on-site retention basins via gutters, catch basins, and storm drains. Storm water management facilities will be installed as each phase of the Project is developed. As the site generally slopes to the north, retention basins will be located at the northern boundary of each developed area. Open spaces will be graded toward a meandering low point in the middle to collect and retain runoff generated within its boundaries. Storm water runoff within the Development will not drain to the Bureau of Reclamation's parcel directly north of the site.

4.2.4 Natural Gas Service

Southwest Gas owns and operates a 4" gas main located in Farm District Road that is of adequate size to serve the proposed project. As with the water system, multiple taps off the main is expected to serve the project. Natural gas shall be provided to every residential lot. Final design and location shall be coordinated with Southwest Gas.

4.2.5 Electrical Service

The project is adjacent to a network of overhead power lines operated by Sierra Pacific Power Company that includes both transmission and distribution lines. The project itself will be served with an underground electric system consisting of conduit, vaults and distribution cabling. Final locations and distribution design shall be provided by Sierra Pacific Power Company.

4.3 Fire Protection and Emergency Services

The project is located within the North Lyon County Fire District, approximately 4.1 miles by way of travel from the nearest fire station located on Main Street. A hierarchy of collector and local level streets are provided within the Development, designed such that minimum turning radii and maximum cul-de-sac lengths as identified by the City of Fernley Public Works Design Manual have been adhered to.

4.4 Schools

Currently, the Friendly 5 Ranch site is zoned for students to attend Cottonwood Elementary, Fernley Intermediate, and Fernley High Schools. Additionally, the Development is located adjacent to a Bureau of Reclamations parcel of which the City of Fernley is currently negotiating purchase of the property for future use as schools and parks sites. Currently, a conceptual development plan has been prepared by a consultant for the City identifying several potential school sites, which may include elementary, middle, and high school facilities, in addition to several park sites. The open space and trail network proposed within F5 Ranch foster safe routes for these potential future schools and parks and the Development promotes walkability for both Friendly 5 Ranch and surrounding residents.

Major Modification

Friendly 5 PUD

Submitted to City of Fernley

March 17, 2026

ORIGINAL

Prepared for

KDH Builders, LLC

5400 Equity Avenue

Reno, NV 89502

Prepared by

WOOD RODGERS

DEVELOPING INNOVATIVE DESIGN SOLUTIONS

1361 Corporate Blvd • Reno, NV 89502 • Tel: 775.823.4068

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Section 1 – Application Materials

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- Owner Affidavit
- Legal Description
- Property Tax Receipt

Section 2 – Maps

- Vicinity Map
- Aerial Map
- Master Plan Map
- Zoning Map

Section 3 – Project Description and Findings

- Project Description
  - Executive Summary
  - Background and Existing Conditions
  - Project Request
  - Project Analysis
- Major Deviation Findings

Section 3 – Technical Studies

- Traffic Impact Study
- Friendly 5 PD Handbook – Chapter 4 (with redlines)

Section 1

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: Scott Berge		Signature: Scott Berge	Primary Contact?
Company Name: KDH Builders, LLC			
Address: 5400 Equity Ave			
City: Reno	State: NV	Zip Code: 89502	Email: sbere@KDHbuilders.net
Phone No.: 775-473-4215	Cell No.:	Fax No.:	

Property Owners Name: Jenuane Communities Onda Verde			Primary Contact?
Company Name: Jenuane Communities Onda Verde			
Address: 5400 Equity Ave			
City: Reno	State: NV	Zip Code 89502	Email: sberge@KDHbuilders.net
Phone No.:	Cell No.:	Fax No.:	

Engineer / Representative: Derek Kirkland			Primary Contact? Yes
Company Name: Wood Rodgers, Inc.			
Address: 1361 Corporate Boulevard			
City: Reno	State: NV	Zip Code 89502	Email: dkirkland@woodrodgers.com
Phone No.: 775-823-4068	Cell No.:	Fax No.:	

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

The subject request is for a Major Modification to modify the text of the Friendly 5 (F5) Ranch Planned Development (PD) Handbook to reflect a construction threshold for the Highway 50 roadway connector commensurate with known project timelines and existing conditions

Subdivision/Project Name And/Or Phase: Friendly 5 Ranch Planned Development

Project Location (Street Address): 2625 Farm District Rd, Fernley, NV

Assessor's Parcel Number(s): 021-303-09, -52, -54, -67

Current Zoning: Planned Development (PD)	Comprehensive Plan Land Use Designation	Single Family Residential (SFR)
Total Project Acreage:	% Commercial: no change	CITY UTILITIES: *Water:* ■ Currently Served ☐ Proposed; *Sewer* ■ Currently Served ☐ Proposed
Number of Parcels Proposed: no change	% Open Space: no change	

Previous Applications For This Site? ■ Yes ☐ No
List Previous Application No(s) And Names: ZMA-05-15, PD 05-06, TSM 2016-003

2009 Flood Zone Designation: ☐ A ☐ AE ☐ AH ☐ AO — FEMA Map No.: 32019C0110E

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)***

(Print Name)	(Signature)	(Date)
Jennifer D Hendrix		3-12-26

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 Statues and City Code, have been drawn to a standard engineering scale (e.g. 1"=20', 1"=50', 1"=100') or architectural scale (e.g. ¼"=1', 1/8"=1') that is appropriate to the project size, and clearly define and identify all of the required information.

APPLICANT:

(Print Name)	(Signature)	(Date)
Scott Berge	Scott Berge	3.16.26

APPLICANT'S ENGINEER/REPRESENTATIVE:

(Print Name)	(Signature)	(Date)
DEREK KIRKLAND, AICP		3/16/26

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.

EXHIBIT A
PROJECT LEGAL DESCRIPTION

All that certain real property situate within Section-Twenty-One (21) Township Twenty (20) North, Range Twenty-Five (25) East, Mount Diablo Meridian, City of Fernley, County of Lyon, State of Nevada, and being more particularly described as follows:

BEING Parcel 3 as shown on Parcel Map No. 366028, recorded October, 24, 2005, in the Official Records of Lyon County, Nevada;

EXCEPTING therefrom the "Farm District Road Easement State Rout 828" as shown on said map;

TOGETHER WITH Parcel 1 as shown on Parcel Map No. 366027, recorded October 24, 2005 in the Official County Records of Lyon County;

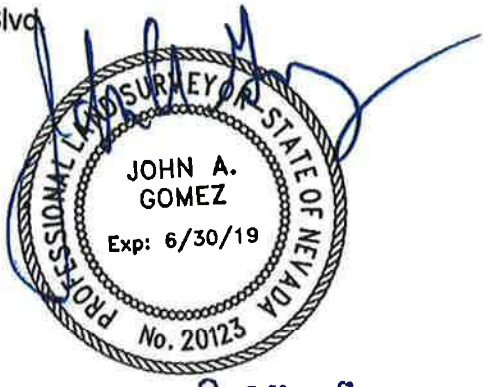
EXCEPTING therefrom the "Farm District Road Easement State Route 828" as shown on said map;

TOGETHER WITH Parcel 2 as shown on Parcel Map 497187, recorded October 12, 2012 in the Official Records of Lyon County;

TOGETHER WITH Parcel 2-A as shown o Parcel Map 366096, recorded October 25, 2005, in the Official County Records of Lyon County;

TOGETHER WITH Parcel E as described in Document No 560699, recorded February 6, 2017 in the Official Records of Lyon County.

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd
Reno, NV 89502



8-29-19

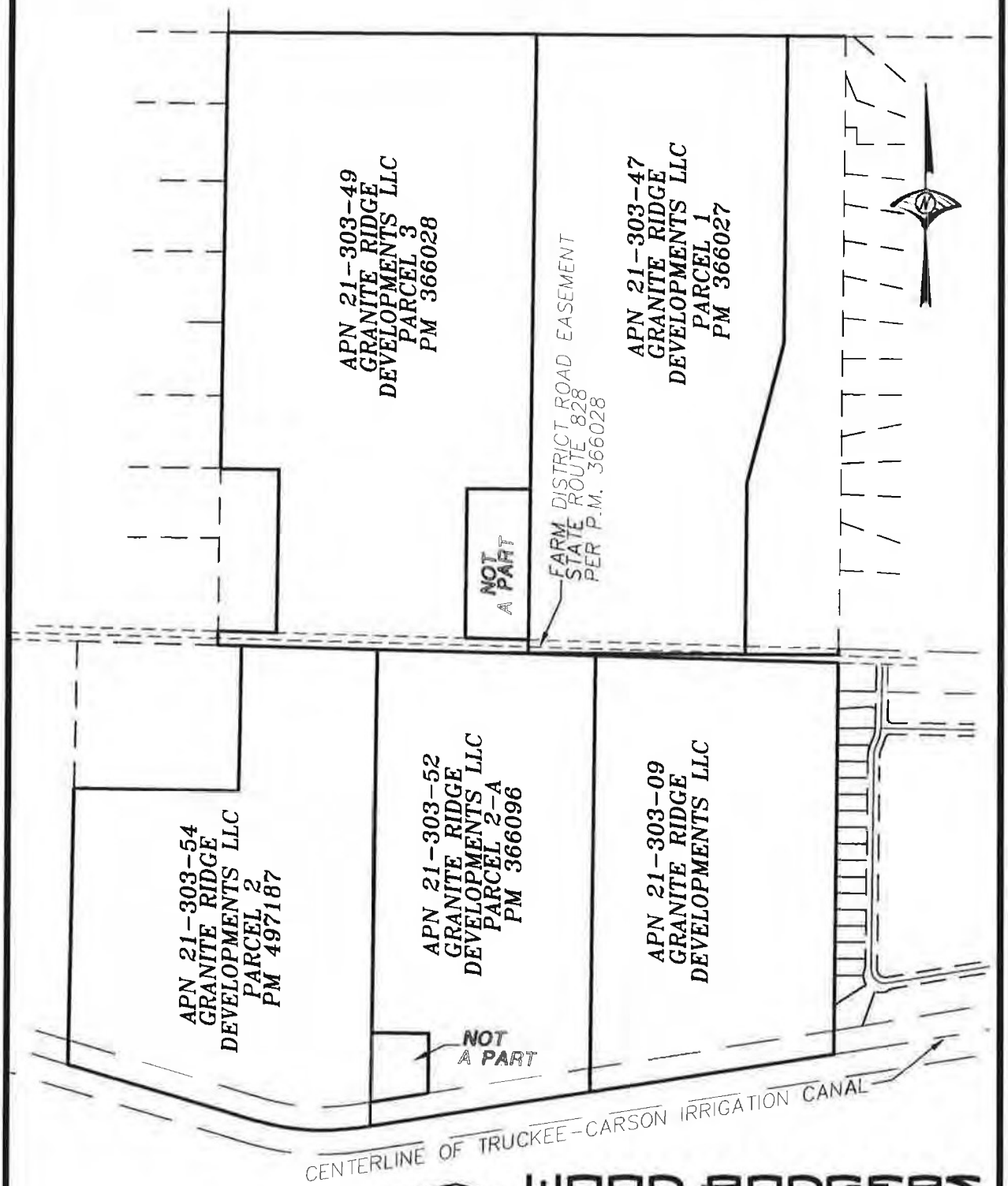
John A. Gomez, P.L.S.
Nevada Certificate No. 20123

EXHIBIT A-1

PLAT TO ACCOMPANY

PROJECT BOUNDARY

BEING A PORTION OF SECTION 21
TOWNSHIP 20 NORTH, RANGE 25 EAST, M.D.M
FERNLEY LYON COUNTY NEVADA



JOB NO. 1757.001
SHEET 1 OF 1

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

Lyon County Nevada

Tax Account 021-303-09

Owners

JENUANE COMMUNITIES ONDA VERDE
5400 EQUITY AVE
RENO, NV 89502-0000

Account Summary

Account ID	021-303-09
Account Type	Real Estate
Location	2725 FARM DISTRICT RD FERNLEY
Balance	$1,031.00
Currently Due	$1,031.00

$1,031.00 is due by March 02, 2026.

You can pay any amount up to $1,031.00 (the current balance).

Current Year

Description	2025/2026 REAL ESTATE TAXES
Original	$4,127.03
Total	$4,127.03
Paid	$3,096.03
Balance	$1,031.00
Due	$1,031.00
Ad Valorem Tax Rate	3.6579
Tax District	6.0 (City of Fernley)
Tax Cap	100% High 8.0%
Tax Cap Type	Other

Installments

#	Due Date	Penalty Date	Status	Original Total	Penalty	Interest	Total	Paid	Total Due	Pay Now
1	08/18/2025	08/29/2025	Paid	$1,034.03	$0.00	$0.00	$1,034.03	$1,034.03	$0.00	
2	10/06/2025	10/17/2025	Paid	$1,031.00	$0.00	$0.00	$1,031.00	$1,031.00	$0.00	
3	01/05/2026	01/16/2026	Paid	$1,031.00	$0.00	$0.00	$1,031.00	$1,031.00	$0.00	
4	03/02/2026	03/13/2026	Due	$1,031.00	$0.00	$0.00	$1,031.00	$0.00	$1,031.00	Pay $1,031.00 Now

Lyon County Nevada

Tax Account 021-303-52

Owners

JENUANE COMMUNITIES ONDA VERDE
5400 EQUITY AVE
RENO, NV 89502-0000

Account Summary

Account ID	021-303-52
Account Type	Real Estate
Location	2625 FARM DISTRICT RD FERNLEY
Balance	$1,045.00
Currently Due	$1,045.00

$1,045.00 is due by March 02, 2026.

You can pay any amount up to $1,045.00 (the current balance).

Current Year

Description	2025/2026 REAL ESTATE TAXES
Original	$4,183.39
Total	$4,183.39
Paid	$3,138.39
Balance	$1,045.00
Due	$1,045.00
Ad Valorem Tax Rate	3.6579
Tax District	6.0 (City of Fernley)
Tax Cap	100% High 8.0%
Tax Cap Type	P: NON QUALIFYING

Installments

#	Due Date	Penalty Date	Status	Original Total	Penalty	Interest	Total	Paid	Total Due	Pay Now
1	08/18/2025	08/29/2025	Paid	$1,048.39	$0.00	$0.00	$1,048.39	$1,048.39	$0.00	
2	10/06/2025	10/17/2025	Paid	$1,045.00	$0.00	$0.00	$1,045.00	$1,045.00	$0.00	
3	01/05/2026	01/16/2026	Paid	$1,045.00	$0.00	$0.00	$1,045.00	$1,045.00	$0.00	
4	03/02/2026	03/13/2026	Due	$1,045.00	$0.00	$0.00	$1,045.00	$0.00	$1,045.00	Pay $1,045.00 Now

Lyon County Nevada

Tax Account 021-303-54

Owners

JENUANE COMMUNITIES ONDA VERDE
5400 EQUITY AVE
RENO, NV 89502-0000

Account Summary

Account ID	021-303-54
Account Type	Real Estate
Location	0 FARM DISTRICT RD FERNLEY
Balance	$1,224.00
Currently Due	$1,224.00

$1,224.00 is due by March 02, 2026.

You can pay any amount up to $1,224.00 (the current balance).

Current Year

Description	2025/2026 REAL ESTATE TAXES
Original	$4,899.40
Total	$4,899.40
Paid	$3,675.40
Balance	$1,224.00
Due	$1,224.00
Ad Valorem Tax Rate	3.6579
Tax District	6.0 (City of Fernley)
Tax Cap	100% High 8.0%
Tax Cap Type	Other

Installments

#	Due Date	Penalty Date	Status	Original Total	Penalty	Interest	Total	Paid	Total Due	Pay Now
1	08/18/2025	08/29/2025	Paid	$1,227.40	$0.00	$0.00	$1,227.40	$1,227.40	$0.00	
2	10/06/2025	10/17/2025	Paid	$1,224.00	$0.00	$0.00	$1,224.00	$1,224.00	$0.00	
3	01/05/2026	01/16/2026	Paid	$1,224.00	$0.00	$0.00	$1,224.00	$1,224.00	$0.00	
4	03/02/2026	03/13/2026	Due	$1,224.00	$0.00	$0.00	$1,224.00	$0.00	$1,224.00	Pay $1,224.00 Now

Lyon County Nevada

Tax Account 021-303-67

Owners

JENUANE COMMUNITIES ONDA VERDE
5400 EQUITY AVE
RENO, NV 89502-0000

Account Summary

Account ID	021-303-67
Account Type	Real Estate
Location	0 FARM DISTRICT RD FERNLEY
Balance	$259.61
Currently Due	$259.61

$259.61 is due by March 02, 2026.

You can pay any amount up to $259.61 (the current balance).

Current Year

Description	2025/2026 REAL ESTATE TAXES
Original	$8,393.08
Total	$8,393.08
Paid	$8,133.47
Balance	$259.61
Due	$259.61
Ad Valorem Tax Rate	3.6579
Tax District	6.0 (City of Fernley)
Tax Cap	100% High 8.0%
Tax Cap Type	Other

Installments

#	Due Date	Penalty Date	Status	Original Total	Penalty	Interest	Total	Paid	Total Due	Pay Now
1	08/18/2025	08/29/2025	Paid	$2,099.08	$0.00	$0.00	$2,099.08	$2,099.08	$0.00	
2	10/06/2025	10/17/2025	Paid	$2,098.00	$0.00	$0.00	$2,098.00	$2,098.00	$0.00	
3	01/05/2026	01/16/2026	Paid	$2,098.00	$0.00	$0.00	$2,098.00	$2,098.00	$0.00	

Lyon County Nevada

Tax Account 022-628-15

Owners

JENUANE COMMUNITIES ONDA VERDE
5400 EQUITY AVE
RENO, NV 89502-0000

Account Summary

Account ID	022-628-15
Account Type	Real Estate
Location	0 FARM DISTRICT RD 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.

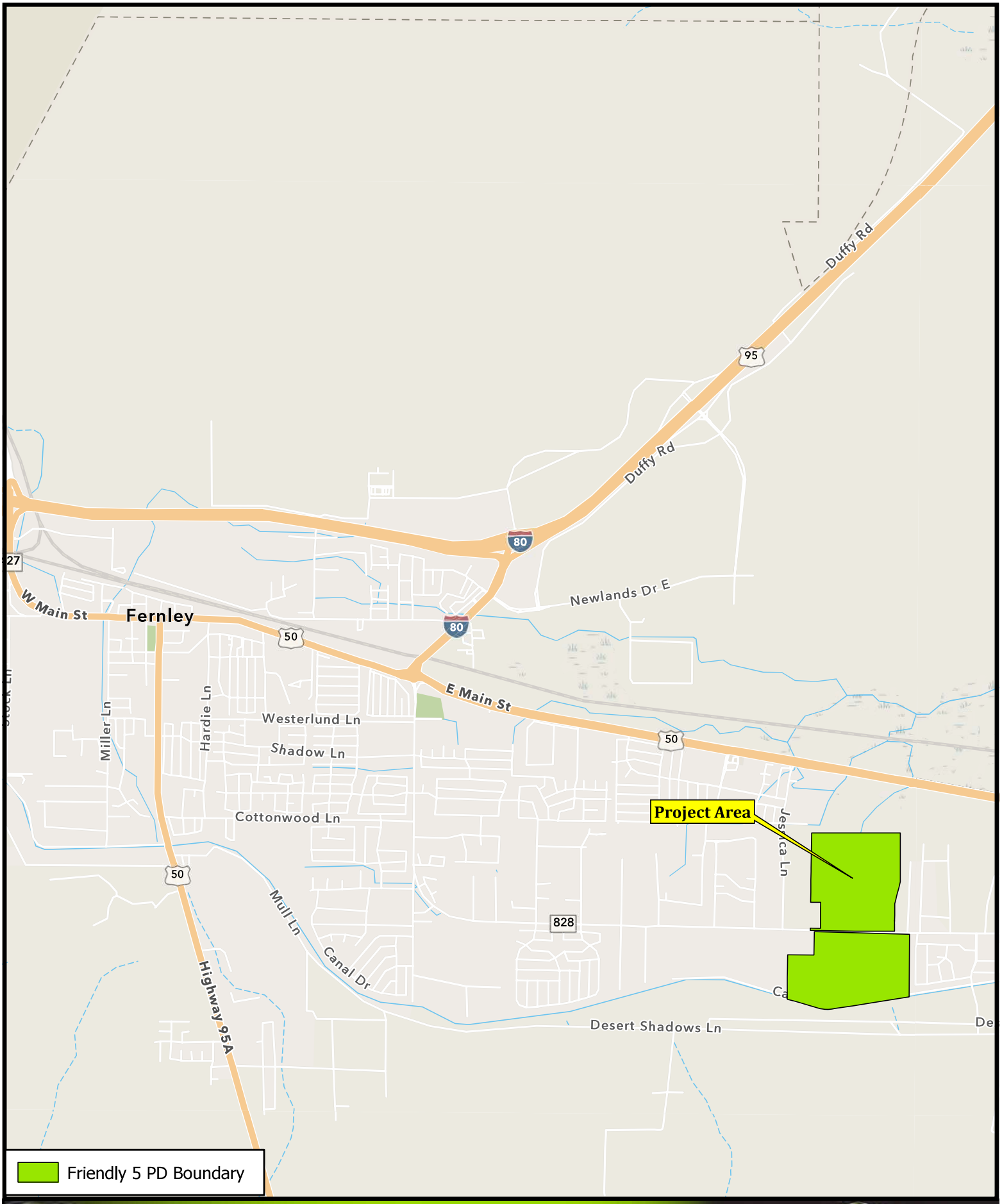
Current Year

Description	2025/2026 REAL ESTATE TAXES
Original	$26.17
Total	$26.17
Paid	$26.17
Balance	$0.00
Due	$0.00
Ad Valorem Tax Rate	3.6579
Tax District	6.0 (City of Fernley)
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	$26.17	$0.00	$0.00	$26.17	$26.17	$0.00
2	10/06/2025	10/17/2025	Not due	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3	01/05/2026	01/16/2026	Not due	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4	03/02/2026	03/13/2026	Not due	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Section 2



Vicinity Map

Friendly 5 Major Deviation

March 2026

0 0.325 0.65 Miles

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



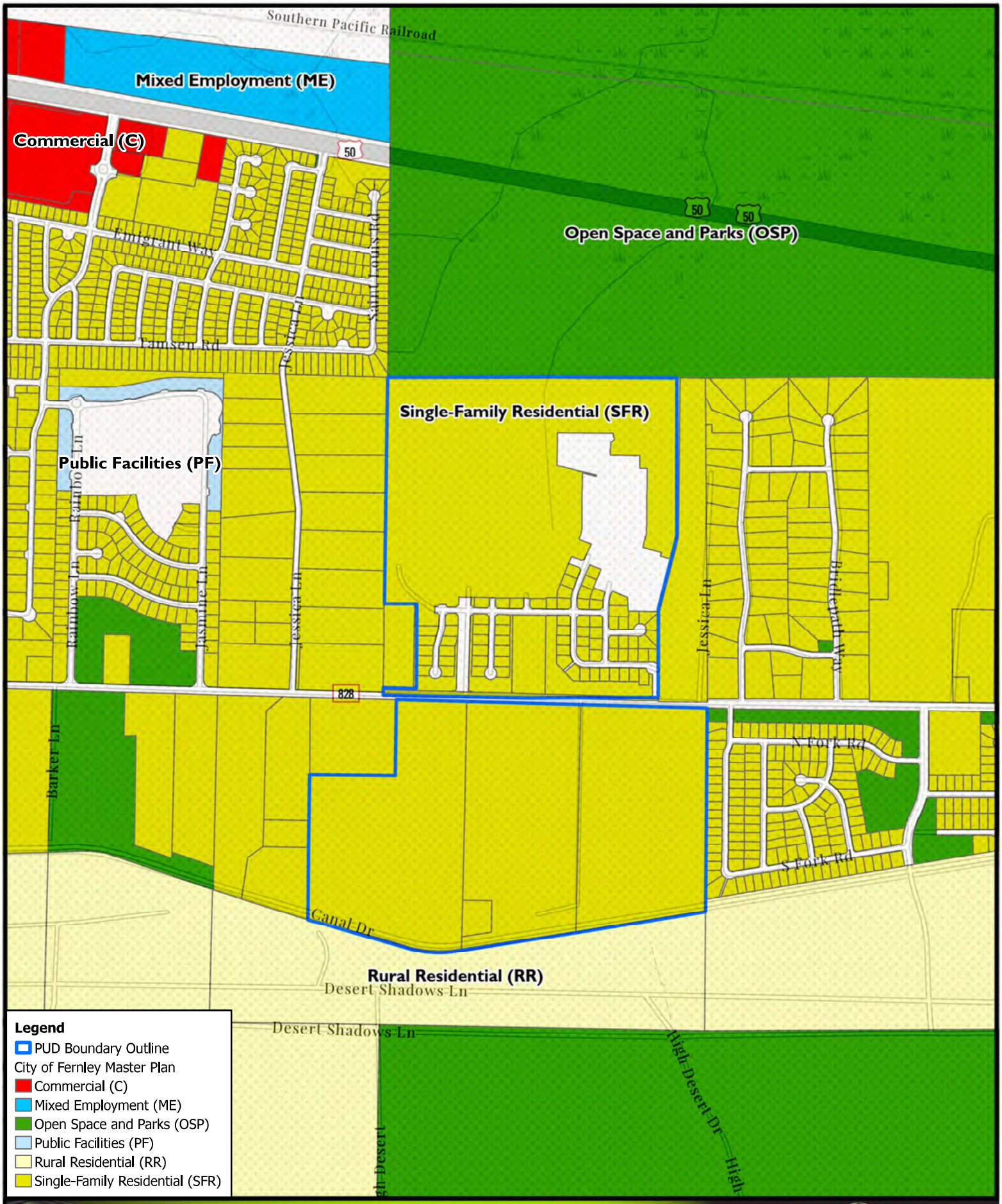
Aerial Map

Friendly 5 Major Deviation

March 2026

0 462½ 925 Feet

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

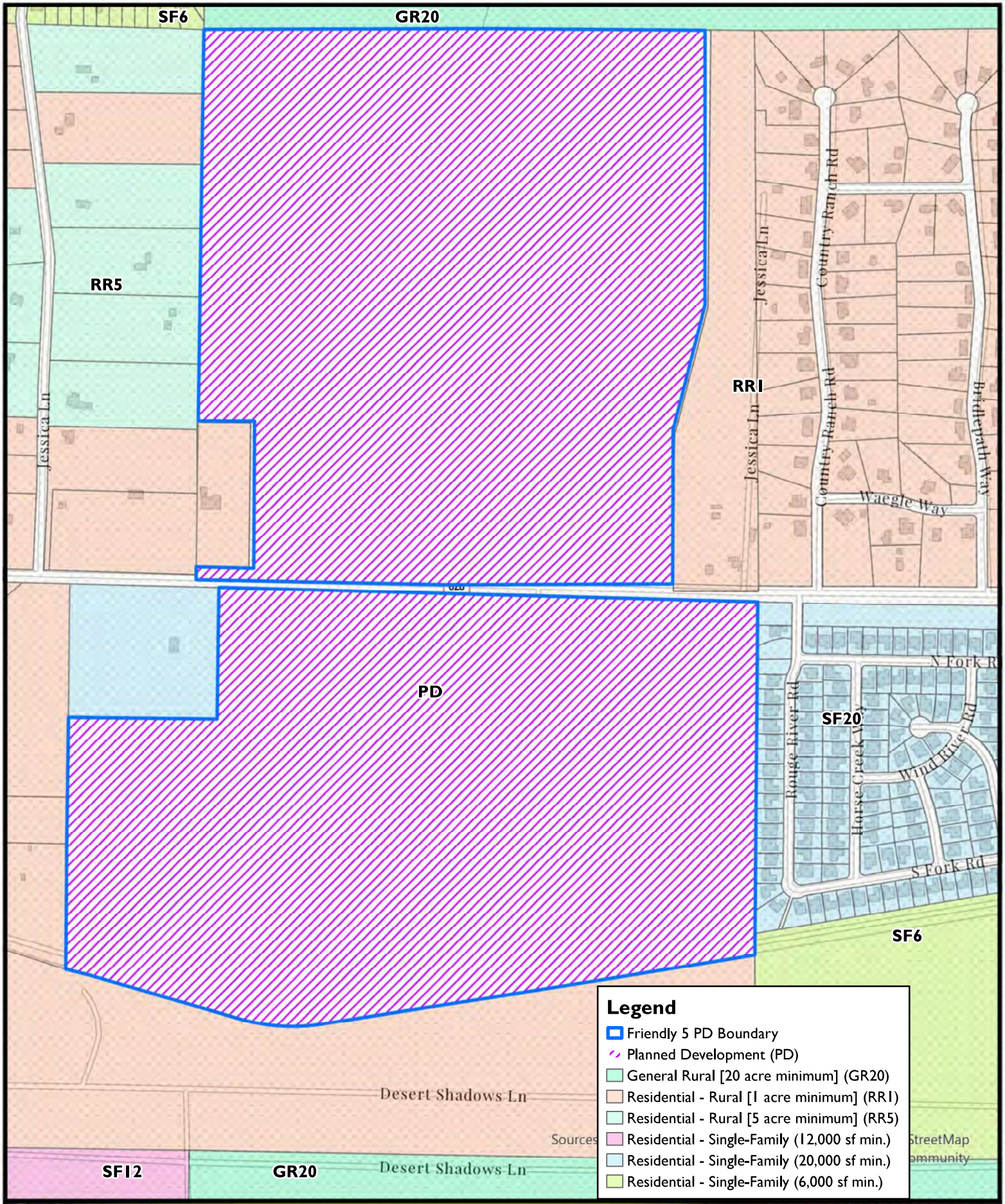


Master Plan

Friendly 5 Major Deviation

March 2026

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



Zoning

Friendly 5 Major Modification

March 2026

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

Section 3

Project Description

Executive Summary

Applicant:	KDH Builders, LLC
APN Number(s):	021-303-09, -52, -54, -67, and 022-628-15
Gross Site Area:	±260 acres (ac)
Request:	This is a request for: **Major Modification** to modify the Friendly 5 (F5) Ranch Planned Development (PD) Handbook (Handbook) and associated conditions of approval relative to the proposed roadway connecting the north side of Friendly 5 to US 50 as follows: 1) Add a **new section 4.1.3** to the PD Handbook in Chapter 4 to specify the requirements for the major arterial connector between Friendly 5 and US 50; and 2) Amend condition number "4.K" relative to the timing required for constructing the roadway connecting the north side of the Friendly 5 to US 50 from *"recordation of the 151st lot on the north side of Farm District Road"* to "***with the first Certificate of Occupancy within Village 4 and 5 south of Farm District Road."*** and other clarifications.
Location:	The F5 Ranch is located on both the north and south sides of Farm District Road approximately 500 linear feet east of the intersection of Farm District Road and Jessica Lane.

Background & Existing Conditions

The Friendly 5 (F5) Ranch Planned Development (PD) was approved in 2006 and originally included five parcels totaling approximately 260 acres (ac). At the time of approval, the land immediately north of the PD boundary, which was required for the planned north-south arterial connection to US Highway 50 (US-50), was owned by the Bureau of Reclamation (BOR) and subsequently by the Bureau of Land Management (BLM). A condition of the original Handbook's approval (*Condition 4.K*) required the roadway across the adjacent BLM parcel to the north to provide connectivity to US 50.

Condition 4.K required the developer to construct the roadway at the recordation of the 151st lot north of Farm District Road. Because the ability to construct the roadway depended on the City of Fernley's future acquisition of this land and associated federal approvals*, Condition 4.K* of the Handbook's approval was written to include some flexibility including the developer not building the road if an easement could not be provided. Recognizing the uncertainty of obtaining federal land and approvals, *Condition 4.K* explicitly stated: 1) The City would work with the applicant to acquire the necessary ROW or easements from BOR; 2) If BOR denied the acquisition or easement, the applicant would be exempt from the roadway requirement; and 3) The arterial would instead terminate at the northern project boundary. This condition language acknowledged that the developer could not reasonably be expected to design or construct the roadway until the City either acquired the parcel or secured federal authorization for use of the parcel.

Following approval of the PD, the development timeline included:

2008:	The **Great Recession** had a major impact on development, significantly delaying the overall progress of Friendly 5, including progress towards acquiring any easements.
2014:	**National Defense Authorization Act (NDAA)** passed including a massive public lands package that authorized the federal government to convey land to local governments for specific public purpose, often at no cost. This bill made acquiring the parcel by the City more feasible than obtaining a ROW easement from the BOR/BLM.
2018:	The City of Fernley initiated the Recreation and Public Purpose (R&PP) acquisition process to **acquire the adjacent parcel** necessary for the roadway connection to US 50.
February 2023:	Final subdivision map for **Village 1** is recorded and includes **75 residential lots** (*see **Figure 1***).

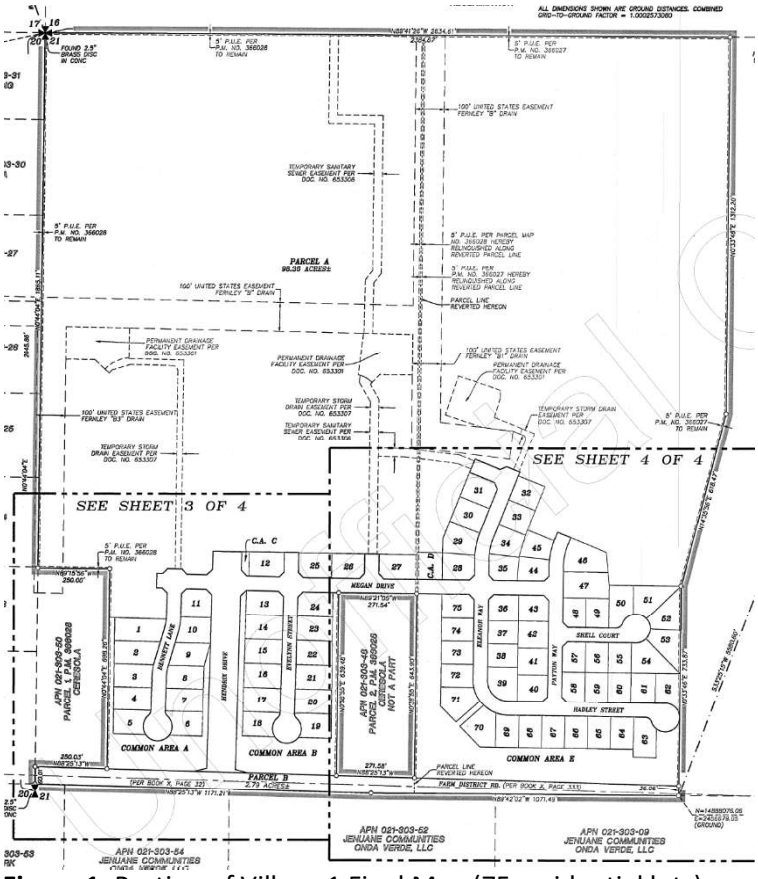


Figure 1: Portion of Village 1 Final Map (75 residential lots)

August 2024: Final subdivision map for **Village 2** is recorded and includes **52 residential lots** (*see **Figure 2***).

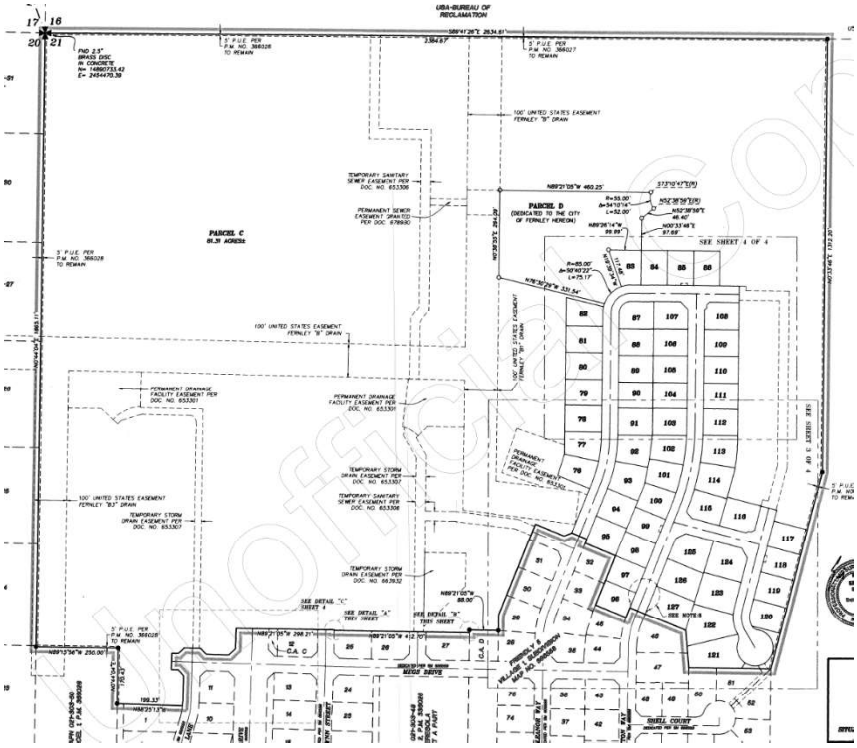


Figure 2: Portion of Village 2 Final Map (52 residential lots)

2024-2025: The applicant initiated and continued conversations with the City of Fernley to determine the process for acquiring an easement and constructing the roadway to US 50. The applicant also kicked off an updated traffic impact study to further analyze the requirement for the roadway extension.

November 2025: The City of Fernley successfully completed the R&PP acquisition process to **acquire the adjacent parcel** necessary for the roadway connection to US 50.

January 2026: An **updated Traffic Impact Study (TIS)** concluded that the roadway connection is no longer warranted at the 151st lot threshold due to changed traffic patterns and regional development.

March 2026 (anticipated): Recordation of the subdivision map containing the 151st lot north of Farm District Road is anticipated.

March 2026 (subject request): A Major Modification application is submitted to adjust *Condition 4.K* to reflect updated development timing and the City's acquisition of the federal parcel and align with the revised TIS. The amendment to the PD will allow the development to move forward while the applicant works on design of the new roadway to US 50.

May 2026 (anticipated)	Final subdivision map for **Village 3** is anticipated to be recorded by May 2026 and will include **50 residential lots**, which will include the recordation of the 151st lot (*see **Figure 3***).

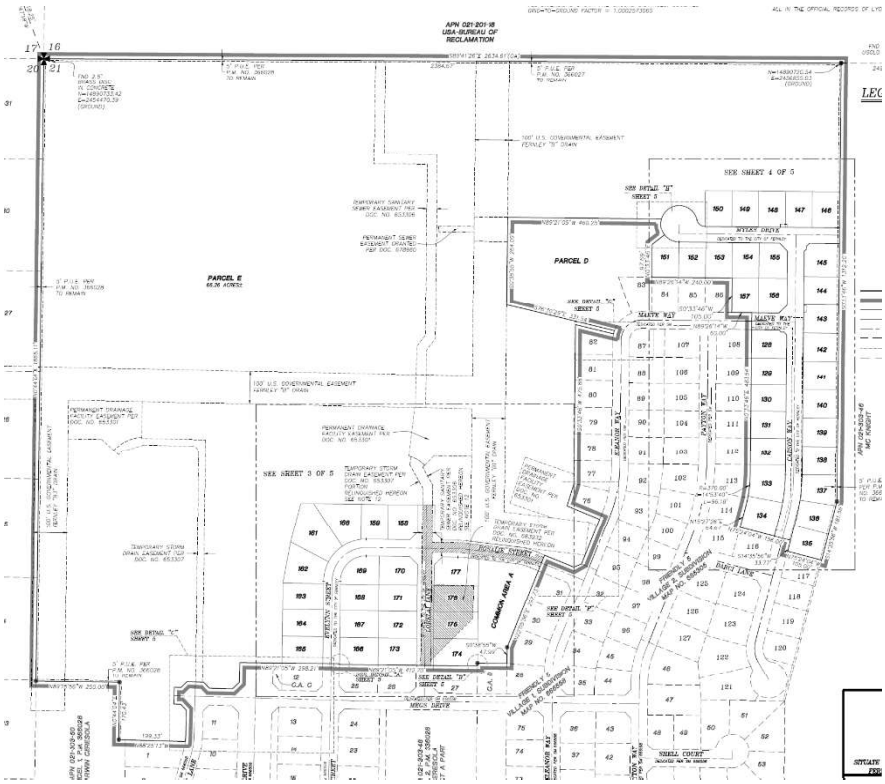


Figure 3: Portion of Village 3 final map (50 residential lots)

At the beginning of this year (2026) the City had secured the necessary federal approvals and completed acquisition of the federal land necessary for the roadway extension. The City of Fernley can now provide an easement for the applicant to move forward with design of the future roadway. Based on *Condition 4.K* the applicant could not invest in design of the roadway until an easement was secured or the City of Fernley became the landowner. The applicant has continued to move forward with construction of Friendly 5, which has seen increased demand leading to the need to record the current final map that will include the 151st lot. Design, permitting, and construction of the future roadway could take upwards of 18 months or more.

Strict adherence to the original timing would thus require residential construction to cease until the roadway is completed. This interruption to the development timeline is neither feasible nor consistent with the intent of the PD or housing goals of the City of Fenley's Comprehensive Master Plan (Master Plan). The PD was never expected to halt residential construction simply because the City's land acquisition timelines did not align perfectly with the phasing of the development. Furthermore, the applicant has updated the Traffic Impact Study (*refer to the 2026 Traffic Impact Study in Section 4 of this submittal packet*) to ensure shifting construction of the roadway to US 50 to a later phase would not create any adverse impacts. The updated Traffic Impact Study (2026 TIS) found that based on more current information, including updated traffic counts, the new roadway connection is actually not warranted at the 151st lot. The 2026 TIS recommends the roadway extension would be required once development reaches Villages 4 and 5 on the south side of Farm District Road.

Project Request

This submittal packet includes an application and associated materials for the below request:

Major Modification to modify the Friendly 5 (F5) Ranch Planned Development (PD) Handbook (Handbook) and associated conditions of approval relative to the proposed roadway connecting the north side of Friendly 5 to US 50 as follows:

1) Add a **new section 4.1.3** to the PD Handbook in Chapter 4 to specify the requirements for the major arterial connector between Friendly 5 and US 50 *(refer to Friendly 5 PD Handbook – Chapter 4 [with redlines] in Section 4 of this submittal packet*); and
2) Amend condition number "4.K" relative to the timing required for constructing the roadway connecting the north side of the Friendly 5 to US 50 from *"recordation of the 151st lot on the north side of Farm District Road"* to "***with the first Certificate of Occupancy within Village 4 and 5 south of Farm District Road."***

Below is the original condition language with any removed text shown with ~~red strikethrough~~ and any added text shown in red underline:

> ***Condition 4.K***
> "An access road extending the proposed arterial from the northern project boundary to the NDOT 'High-T' intersection along Highway 50A, ~~to~~ shall be incorporated with construction of Villages 4 and 5 ~~into the first phase north of Farm District Road~~. Said access road shall be built to City of Fernley standards and shall include two 12' travel lanes and ~~two 6' bicycle lanes~~ one 8' separated shared use path. Sidewalks and curbing will not be required for this road section. The arterial shall include dedicated left and right turn lanes at the intersection with Highway 50A. The City will provide ~~work with~~ the Applicant with ~~in acquiring~~ the necessary right-of-way or easement. ~~from the Bureau of Reclamation (BOR).~~ Said roadway is an 'arterial street' identified on the Comprehensive Plan and the Developer shall be reimbursed for actual construction costs. With recordation of the 31st lot on the north side of Farm District Road, the Developer shall provide a temporary secondary emergency access either to Farm District Road or to US 50. ~~With recordation of the 151st lot on the north side of~~ Prior to the first Certificate of Occupancy (COO) within Villages 4 or 5 south of Farm District Road, the Developer shall construct the roadway connection from the north project property line to US 50 as outlined above. If said right-of-way or easement is denied ~~by BOR~~, the applicant is exempt from the condition, and the arterial road shall terminate at the northerly project boundary."

A redlined version of the F5 PD Handbook has been included in *Section 4* of this submittal packet showing all proposed changes to the Handbook including the above condition amendment and any subsidiary changes stemming from said amendment. Specifically, *Handbook §4.1.3 [Major Arterial Connector (interim)]* has been added to outline the roadway cross section design for the Highway 50 connector. Beyond the changes to *Condition 4.K* and the addition of *§4.1.3,* no other modifications to the Handbook are proposed.

Project Analysis

The requested ***Major Modification*** proposes revising the PD Handbook's *Condition 4.K* so that the construction threshold for the roadway is tied to issuance of the first Certificate of Occupancy (COO) in Villages 4 and 5, two of the three villages located south of Farm District Road. This modification helps achieve several critical objectives:

- Maintains consistency with the PD Handbook while working within the City's land acquisition timeline;
- Prevents unnecessary delays in residential construction when the area has significant housing demand;
- Aligns roadway construction timing with current traffic needs identified in the updated TIS; and
- Ensures the roadway still gets built within a realistic timeframe.

The request also includes adding section 4.1.3 to clarify missing information from the current PD Handbook, which includes a conceptual alignment and cross section for the applicant to design the roadway to. Now that the City of Fernley owns the adjacent parcel it is assumed the City will eventually sell the land for future development. The proposed roadway alignment and cross section will serve the current Friendly 5 development as outlined in the updated TIS while providing flexibility for future development should the roadway need to be modified to serve future development. Future modifications to the roadway would be the responsibility of the future developer.

Essentially nothing substantive about the original infrastructure commitment is changing. The future roadway will still be designed and constructed as required. The modification simply aligns the timing of this requirement with the practical realities of federal land acquisition, development phasing, and updated traffic demand allowing for construction of much-needed housing in Fernley to continue uninterrupted. The modification will also provide clarity between the City and applicant on agreed upon location and standards for which the roadway will be designed and constructed.

At full build-out the development is anticipated to generate approximately 4,847 daily trips, with 360 AM peak hour trips and 483 PM peak hour trips. The F5 PD will have three primary access points: one intersection along Farm District Road which will provide access into villages north and south of Farm District Road; one intersection along Farm District Road that provides access to villages south of Farm District Road only; and a third connection at the northern property boundary connecting the site to US-50 via Hendrix Drive. This third connection is the requirement of *Condition 4.K* and is the primary focus of the subject request.

The TIS indicates that the two access points along Farm District Road will have adequate capacity to serve the project until approximately 70% build out, at which point the third access point at the northern property boundary connecting to US-50 would then be necessary. With the recommended roadway extension completed upon acquisition of the first COO for any residence within Villages 4 and 5 south of Farm District Road, the studied intersections are anticipated to operate within policy level of service under all scenarios. It is worth noting that intersection improvements on Farm District Road conditioned with the Handbook approval have already been constructed and the updated TIS does not recommend any improvements to Farm District Road at this time.

Findings Required for a Major Deviation (FMC §32.03.090[b][6])

The Fernley Municipal Code (FMC) establishes findings for all entitlement applications as well as those specific to a Major Deviations. The required findings are outlined below followed by responses for each. Prior to approving an application for a Major Deviation, the Planning Commission shall find that all of the following are true:

(1) The request is consistent with the stated purposes of title 32, zoning;

Response: Consistency with the stated purposes of Title 32 was analyzed at the PD inception and no change to the PD has occurred, or is proposed, that would in any way substantially change the Handbook's consistency with the purposes of Title 32. Furthermore, one of the purposes of Title 32 is explicitly: *"Develop a timely, orderly, and efficient arrangement of transportation and public facilities (FMC §32.01.010 [Purpose])."* The proposed modification's explicit purpose is to facilitate timely and efficient construction of an arterial roadway, commensurate with development in the area. In more ways than one, the proposed modification is consistent with and furthers the purposes of Title 32.

(2) *Granting the major deviation will not be materially detrimental to the public health, safety or welfare, or injurious to property or improvements in the vicinity;*

Response: As demonstrated thoroughly in the updated TIS, the threshold at which the third access point is warranted is approximately 70% build out, which is anticipated to be upon occupancy of the first unit within Villages 4 or 5 south of Farm District Road. Prior to 70% build out, the two access points along Farm District Road (which are already constructed) will adequately serve the F5 PD and surrounding area. Granting the modification will work to avoid impacts that could result from an unnecessary interruption to construction timelines in place for existing villages. Allowing the modification will continue to facilitate new housing for the community while the developer continues to honor the original intent of *Condition 4.K* by providing the connection to US 50 with a later phase. This connection to US 50 will provide a larger benefit to the City's future growth by supporting the overall transportation network consistent with the City's transportation master plan and ongoing planning efforts.

(3) Granting the major deviation is necessary for the preservation and enjoyment of a property right possessed by other property owners in the same vicinity and land use district and is denied to the property for which the major deviation is sought; and

Response: The proposed modification will help to preserve development rights enjoyed by property owners in the vicinity and within the F5 PD. Under the current language of *Condition 4.K*, recordation of the 151st lot north of Farm District Road would immediately trigger the roadway construction obligation that cannot reasonably be met in an appropriate time frame, given the City only recently secured the federal land, a necessary step needed prior to the applicant starting the design phase for the roadway. Enforcing this more than 20-year-old timing requirement would stop residential construction for an extended period, potentially years, despite the updated TIS demonstrating that the roadway is not yet warranted. Such a construction interruption would uniquely burden this property, depriving the ability to continue phasing development in a manner consistent with the Handbook and regional housing needs. The proposed modification aligns the

roadway construction with the issuance of the first COO in Villages 4 or 5, ensuring the connector road is still constructed. Approval of the major deviation is a benefit to the entire Farm District Road area preserving the ability for the developer to construct the roadway connection between Farm District Road and US 50.

(4) Granting of the major deviation does not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and land use district in which the property is located.

Response: Granting the major deviation does not constitute a special privilege because the request does not reduce or eliminate the infrastructure requirement, nor does it grant the applicant any entitlement. The modification only adjusts the timing of the already required roadway improvement so the requirement reflects the acquisition timeline and the updated TIS demonstrating when the connection is actually warranted. The proposed adjustment ensures the F5 PD maintains continuous construction. The proposed infrastructure delivery timeline aligns with actual development without granting any superior privilege or relaxing any substantive requirement.

Section 4

TRAFFIC IMPACT STUDY

for

FRIENDLY 5

March 3, 2026

PREPARED FOR:

KDH Builders, LLC

PREPARED BY:

GCW

ENGINEERS \ SURVEYORS



GCW, Inc
5422 Longley Lane, Suite A, Reno, Nevada 89511
775.322.4300
www.gcwengineering.com

YOUR QUESTIONS ANSWERED QUICKLY

Why did you perform this study?

Friendly 5 is an approved residential development in the City of Fernley. Overall traffic conditions have changed in almost 20 years since the original Friendly 5 Ranch Development Handbook (2006) approval and conditions assumed in the associated traffic impact studies. This Traffic Impact Study is an update to the former Friendly 5 Traffic Impact Study (Solaegui Engineers, August 2019) and recommends revised improvements, revised thresholds for requiring improvements, and revised timing and phasing that better address the current conditions.

What does the project consist of?

The project consists of 514 single-family dwelling units. The site is located north and south of Farm District Road, just east of Jessica Lane. The project is divided into six villages with Villages 1-3 north of Farm District Road, and Villages 4-6 to the south. Villages 1 through 3 are already in early stages of final mapping approvals or already under construction, consistent with the prior approvals.

The project location within the region is shown in **Figure 1** and the project site location is shown in **Figure 2**. The preliminary site plan is shown in **Figure 3**.

How much traffic will the project generate?

The development is anticipated to generate approximately 4,847 Daily trips, 360 AM peak hour trips, and 483 PM peak hour trips. Approximately 57% of the units are north of Farm District Road, and 43% are to the south.

What are the updated proposed improvements and triggers?

A summary of the recommended improvements is provided in **Figure 10** and includes:

- Three access points are recommended – the two existing intersections on Farm District Road (Intersections 3 and 4 in the report Figures) and the planned Hendrix Drive Extension to US 50A at the existing High-T intersection which was built by NDOT for this purpose (Intersection 2).

- The existing Friendly 5 West and East access connections to Farm District Road are recommended to remain side-street stop controlled on the northbound and southbound approaches in their current configurations.

- The analysis indicates that the study intersections on Farm District Road will adequately function with Villages 1 through 3 and Village 6 (approximately 70% of the total build out) without the Hendrix Drive Extension. Therefore, the Hendrix Drive Extension should be completed prior to the first Certificate of Occupancy for a residence within Village 4 or Village 5. Hendrix Drive as a two-lane roadway (one lane each direction) is shown to provide adequate capacity for the Future Plus Project conditions with other regional traffic diverted to the roadway.

- With the construction of the Hendrix Drive Extension, the following turn lanes should be constructed at the US50A / Hendrix Drive Extension intersection:

    - Eastbound right turn lane (735' total length, with 25' of "storage" length and 710' of deceleration length). The total length will consist of 250' of taper and 485' of full lane width)
    - Northbound right turn lane to create separate left and right turn lanes (315' total length, with 100' storage length and 215' deceleration length which includes appropriate taper and the remainder as full lane width)

- A traffic signal may eventually be warranted at the US 50A / Hendrix Drive Extension intersection (the existing High-T) due to regional traffic flow combined with project traffic. Signalization is not a Condition of Approval of the Friendly 5 Ranch Development Handbook. Per NDOT policies and practices, a traffic signal cannot be constructed until MUTCD traffic signal warrants are met and installation is permitted by NDOT. Therefore, a signal cannot be conditioned at this time since there is no certainty NDOT would approve a signal.

- If/when signal warrants are met, a signal would be recommended for the following reasons:
    - Signalization maintains the existing High-T configuration. Signalized High-Ts are the common intersection configurations and controls along the US 50A corridor.
    - The US 50A / Hendrix Drive Extension intersection should initially be constructed with stop control and two approach lanes on the northbound approach and be re-evaluated for signal warrants after opening the complete extension.

- Note that the intersection improvements on Farm District Road conditioned in the Friendly 5 Ranch Development Handbook approval have already been constructed and no other improvements are recommended on Farm District Road at this time.

How will the roadway network operate with the proposed improvements?

With the recommended Hendrix Drive Extension completed prior to the first Certificate of Occupancy for a residence within Village 4 or Village 5, the studied intersections are anticipated to operate within policy level of service under all scenarios.

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INTRODUCTION

This Traffic Impact Study evaluates the potential traffic impacts associated with the proposed Friendly 5 residential development in Fernley, NV. This update to the prior approved traffic impact study was undertaken to determine the existing, opening year and future year traffic conditions, quantify traffic volumes generated by the proposed project, identify potential impacts, and develop recommendations to manage the project traffic that better fit current conditions.

Study Area and Evaluated Scenarios

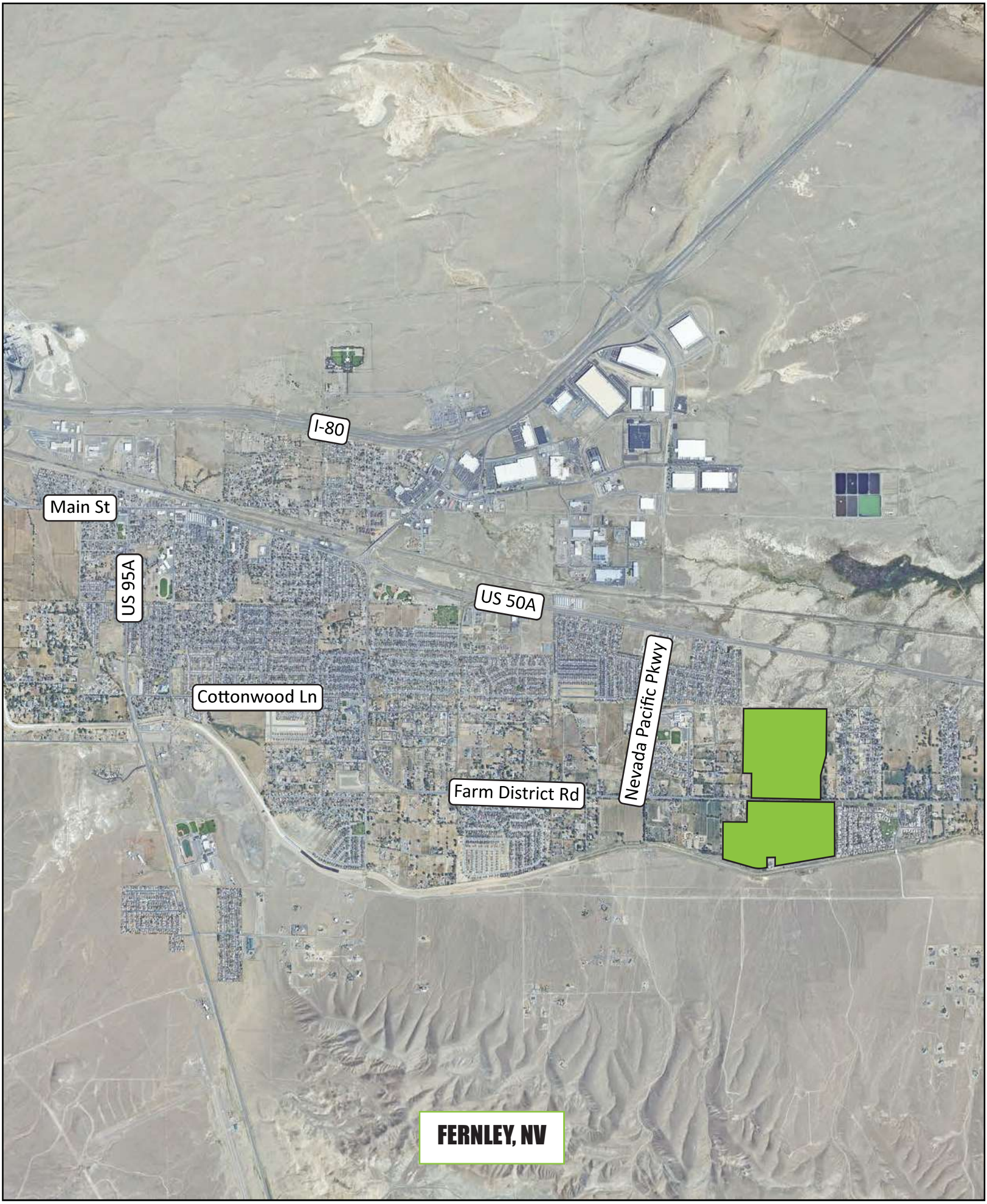
The project consists of 514 single-family dwelling units. The site is located north and south of Farm District Road, just east of Jessica Lane. Project access is proposed via Farm District Road and a future extension of Hendrix Drive to US 50A. The project is divided into six villages with Villages 1-3 north of Farm District Road, and Villages 4-6 to the south. Portions of Villages 1and 2 are currently under construction with approximately 17 homes built and or under construction at the time of traffic counts. The project location within the region is shown in **Figure 1** and the project site location is shown in **Figure 2**. The preliminary site plan is shown in **Figure 3**.

The following intersections are included in this study:

1. US 50A / Nevada Pacific Boulevard/ Nevada Pacific Parkway (NPP) – Signalized *T-intersection in Existing Conditions; four-leg signalized intersection including the extension in all other scenarios*
2. US 50A / Hendrix Drive Extension – *High-T intersection in the Plus Project Full Build-Out Project Conditions Only*
3. Farm District Road / Friendly 5 West Access
4. Farm District Road / Friendly 5 East Access – *Plus Project Conditions Only*

This study includes analysis of both the weekday AM and PM peak hours as these are the periods of time in which peak traffic is anticipated to occur. The evaluated development scenarios are:

- Existing Conditions
- Opening Year Conditions (5 Year horizon, no project)
- Future Conditions (20 Years from Opening Year, no project)
- Opening Year Plus Project Conditions
- Future Year Plus Project Conditions



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NO SCALE

- Project Site

Figure 1

Friendly 5

Traffic Impact Study

Regional Project Location



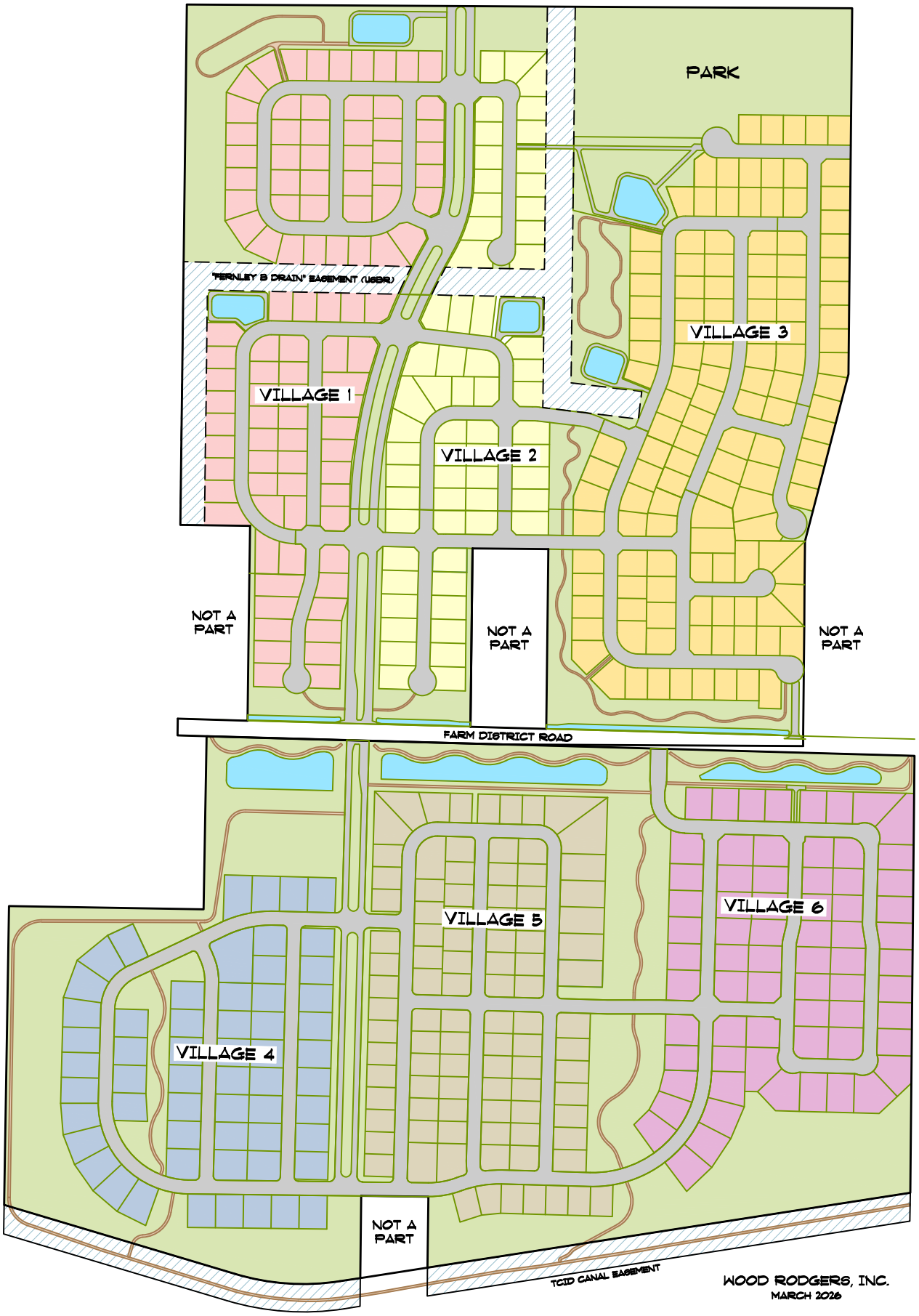
GCV ENGINEERS \ SURVEYORS

NO SCALE

- Project Site

(#) - Study Intersection

Figure 2
Friendly 5
Traffic Impact Study
Study Intersections



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NO SCALE

Figure 3
Friendly 5
Traffic Impact Study
Preliminary Site Plan

ANALYSIS METHODOLOGY

Level of service (LOS) is a term commonly used by transportation practitioners to measure and describe the operational characteristics of intersections, roadway segments, and other facilities. This term equates seconds of delay per vehicle at intersections to letter grades "A" through "F" with "A" representing optimum conditions and "F" representing breakdown or over capacity flows.

Intersections

The complete methodology for intersection level of service analysis is established in *the Highway Capacity Manual (HCM), 7th Edition* published by the Transportation Research Board (TRB). **Table 1** presents the delay thresholds for each level of service grade at signalized and unsignalized intersections.

Table 1: Level of Service Definition for Intersections

Level of Service	Brief Description	Average Delay (seconds per vehicle)	
		Signalized Intersections	Unsignalized Intersections
A	Free flow conditions.	< 10	< 10
B	Stable conditions with some affect from other vehicles.	10 to 20	10 to 15
C	Stable conditions with significant affect from other vehicles.	20 to 35	15 to 25
D	High density traffic conditions still with stable flow.	35 to 55	25 to 35
E	At or near capacity flows.	55 to 80	35 to 50
F	Over capacity conditions.	> 80	> 50

Source: *Highway Capacity Manual, 7th Edition*

Level of service calculations were performed for the study intersections using the Synchro 12 software and Highway Capacity Software (HCS) package with analysis and results reported in accordance with *HCM* methodology.

Level of Service Policy

The *City of Fernley Comprehensive Master Plan* indicates that "the minimum Level of Service on all city-maintained roadways shall be LOS D." This is consistent with Nevada Department of Transportation (NDOT) policies, which indicate that "Level of Service 'C' will be the design objective for capacity and under no circumstances will less than Level of Service 'D' be accepted for site and non-site traffic."

Hence, LOS "D" was used as the threshold criteria for this analysis.

Traffic engineering practitioners recognize that LOS E/F conditions for the side street approach, during the peak hour(s), does not indicate an intersection failure or the need for mitigation. This condition (LOS E/F for a minor side-street approach) commonly exists throughout urban and suburban areas and is manageable in most cases.

EXISTING CONDITIONS

Roadway Facilities

A brief description of the key roadways in the study area is provided below:

US 50A is classified by NDOT as a Principal Arterial that runs east-west and connects I-80 in Fernley to US 50 near Fallon. In the immediate project vicinity, US 50A has two lanes in each direction and has a posted speed limit of 65 MPH.

Nevada Pacific Boulevard is classified by NDOT as a Minor Arterial. The roadway between US 50A and Farm District Road has four lanes with a 35 MPH speed limit. Nevada Pacific Parkway is planned to be extended north to fill the gap between US 50A and Newlands Drive in the near future, creating a new roadway connection between US 50A and I-80.

Farm District Road (SR 828) is an NDOT roadway classified as a Minor Arterial that runs east-west and connects to US 50A near downtown Fernley and to US 50A at the east end of Fernley. In the immediate project vicinity, Farm District Road is two lanes with a posted speed limit of 45 MPH.

Bicycle, Pedestrian & Transit Facilities

Sidewalks are present on the West Access roadway, and on Nevada Pacific Boulevard. Farm District Road and US 50A do not have sidewalks or bicycle lanes.

The Farm District Road / West Access intersection has pedestrian crossings on all four legs, with Rectangular Rapid Flashing Beacons (RRFB's) on the Farm District Road legs.

Crash History

Vehicle crash data was obtained from NDOT and includes information from:

- 2016 to 2020 – The most current five-year period available on the NDOT Crash Data website.
- 2021 and 2022 – Supplemental data request.

The available crash data is provided in **Appendix A.** The crash data is summarized as:

- Three crashes occurred on Farm District Road. All resulted in property damage only (PDO) and were single vehicle run-off-the-road type crashes.
- Three crashes occurred on US 50A (excluding the US 50A / NPP Extension intersection). Two were PDO and one was an injury crash; all were single vehicle run-off-the-road type crashes.

- The NPP / US 50A intersection was modified from side street stop control to signalized in 2023 and is planned to be modified to include a forth leg in the near future (approximately 2027). Approximately 8 crashes occurred between 2016 – 2020; however, safety improvements have been implemented and are planned since this time.

The crash data does not indicate any significant safety concerns in the area.

Traffic Volumes

AM and PM peak hour traffic volumes were collected at the study intersections on Tuesday, December 17, 2024, and Tuesday, January 14, 2025, when school was in regular session. Traffic volumes have not significantly increased in the one year since the counts were performed. NDOT's *2022 Seasonal Growth Factors* report provides monthly traffic volume factors by location. The month of January was found to have a seasonal factor indicating that counts are typically lower in this month and should be factored up to estimate average volumes. The counts were increased by a factor of 1.1 based on review of the report. The adjusted existing AM and PM peak hour intersection turning movement volumes are shown on **Figure 4**. It is noted that the existing counts show minimal traffic from the few homes that have been constructed in Village 1.

Intersection Level of Service Analysis

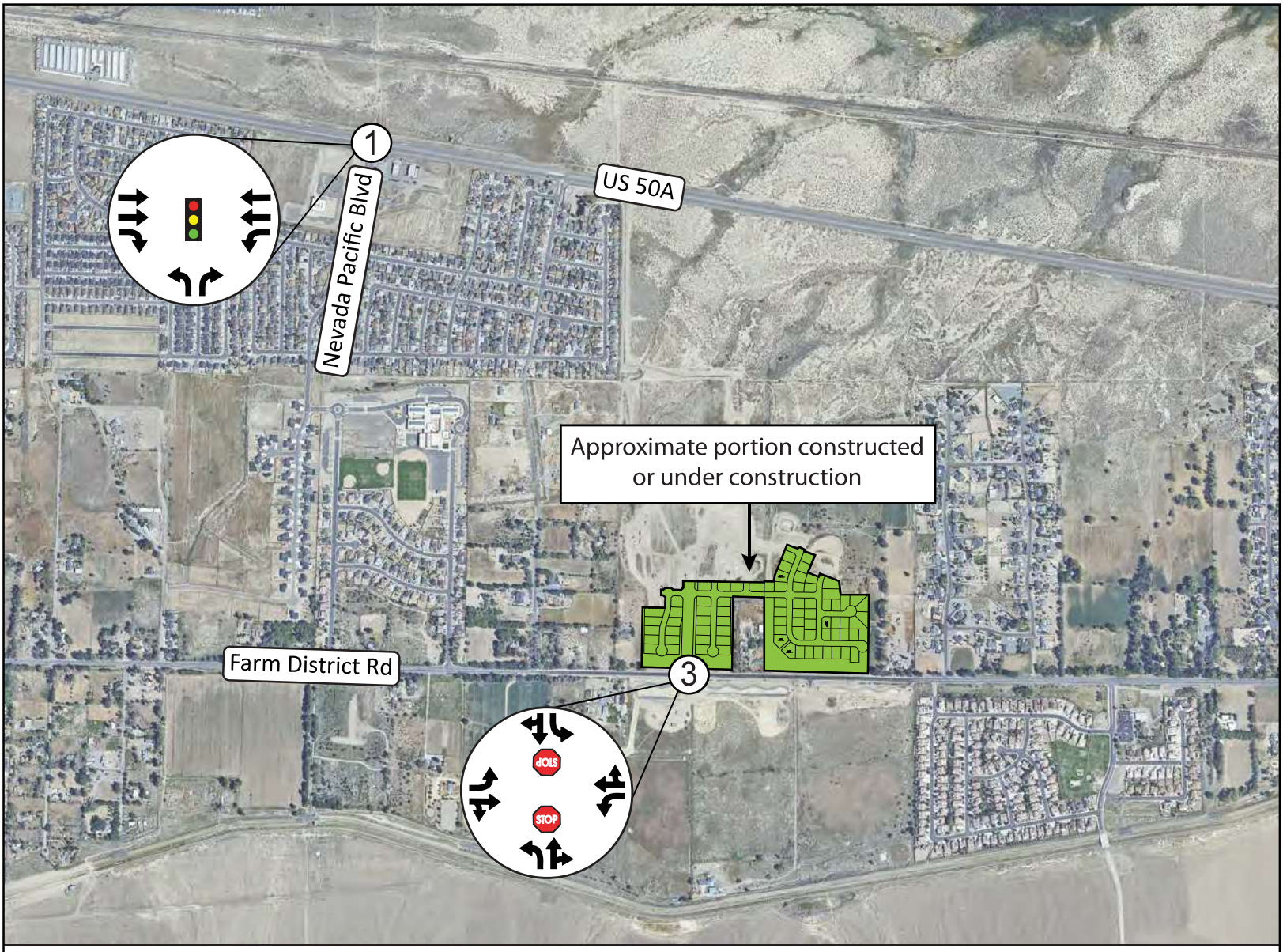
Existing weekday AM and PM peak hour intersection level of service analysis was performed for the study intersections using Synchro 12. The existing intersection lane configurations and controls are shown on **Figure 4. Table 2** shows the existing conditions level of service results, and the technical calculations are provided in **Appendix B**.

Table 2: Existing Intersection Level of Service

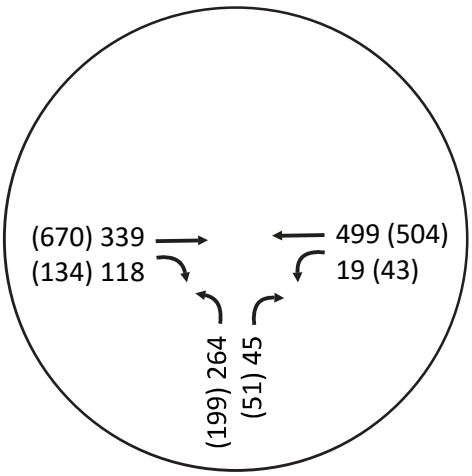
Int. ID	Intersection	Control	AM		PM	
			Delay[1]	LOS	Delay[1]	LOS
1	US 50A / Nevada Pacific Boulevard	Signalized High-T				
	Overall		13	B	12	B
	Northbound Left		31	C	40	D
	Northbound Right		22	C	32	C
	Eastbound Through		9	A	7	A
	Westbound Left		43	D	50	D
3	Farm District Road / West Access	Side Street Stop				
	Eastbound Left		8	A	8	A
	Southbound Left		13	B	13	B
	Southbound Through/Right		10	A	9	A

Notes: 1. Delay is reported in seconds per vehicle for the worst approach/movement for side street stop-controlled intersections, and overall and by movement for signalized intersections.
Source: GCW 2025

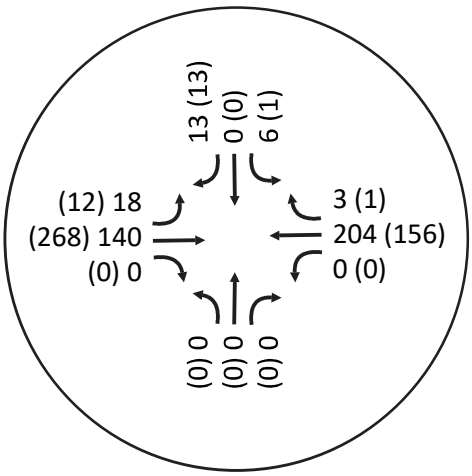
The study intersections currently operate within the LOS policy.



1 *US 50 A / Nevada Pacific Blvd*



3 *Farm District Rd / Friendly 5 West Access*



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NO SCALE

AM Peak Hour Volume (PM Peak Hour Volume)

(#) - Study Intersection STOP - Stop - Signal

- Project Site

Figure 4

Friendly 5

Traffic Impact Study

Existing Traffic Volumes, Lane Configurations, and Controls

OPENING YEAR AND FUTURE YEAR CONDITIONS

The project is expected to be constructed within approximately 4 years. This horizon is used to forecast traffic volumes for the Opening Year conditions, approximately 2030. Future Year represents 20 years after the Opening Year (24 to 25 years from Existing Conditions), approximately Year 2050.

Roadway/ Intersection Projects

The Nevada Pacific Parkway Extension is scheduled to be completed by approximately 2027 or 2028. This connection will join the segments of roadway between US 50A and Newlands Drive, creating a roadway connection between US 50A and I-80. The Nevada Pacific Parkway / US 50A intersection will be converted from a T-intersection to a four-leg intersection and remain signalized. The intersection design plans are included in **Appendix C**.

Traffic Volume Forecasts

Study intersection volumes were projected to the Opening Year (4 Years) and Future Year (20 Years beyond Opening Year) considering background growth and a number of planned projects including:

- The Nevada Pacific Parkway Extension – *Traffic Volumes for Noise Analysis for the Nevada Pacific Parkway Extension in Fernley, NV* (Headway Transportation, October 2024)
- *Clover Lane Traffic Impact Study* (Headway Transportation, December 2024)
- *Nevada Pacific Boulevard Development Traffic Impact Study* (Headway Transportation, October 2023)
- *River Ranch Apartments Traffic Impact Study* (Headway Transportation, September 2022)
- *Clements Ranch Traffic Impact Study* (Headway Transportation, April 2023)
- *Victory Traffic Impact Study* (Headway Transportation, February 2022)

Opening Year Volumes

The Opening Year volumes were developed by:

- Applying a 0.5% per year background growth to the existing traffic volumes (adjusted for seasonality) to account for any potential regional growth not accounted for with the approved developments in the area.
- Incorporating the Nevada Pacific Parkway extension, the Nevada Pacific Parkway / US 50A intersection improvements and resulting volume shifts.
- Adding project trips from approved developments planned to be constructed by the Opening Year: Clover Lane, Nevada Pacific Boulevard Development, River Ranch Apartments, Clements Ranch, and a portion of the Victory Development.

The Nevada Pacific Parkway / US 50A volumes are similar to and slightly higher than the volumes presented in the *Traffic Volumes for Noise Analysis for the Nevada Pacific Parkway Extension in Fernley, NV* (Headway Transportation, October 2024) since this analysis includes updated counts and incorporated additional known project traffic. This ultimately resulted in a five-year growth of approximately:

- 9% per year on US 50A (factor of 1.5)
- 2.5% per year on Farm District Road (factor of 1.12)

The resulting Opening Year volumes are shown in **Figure 5.**

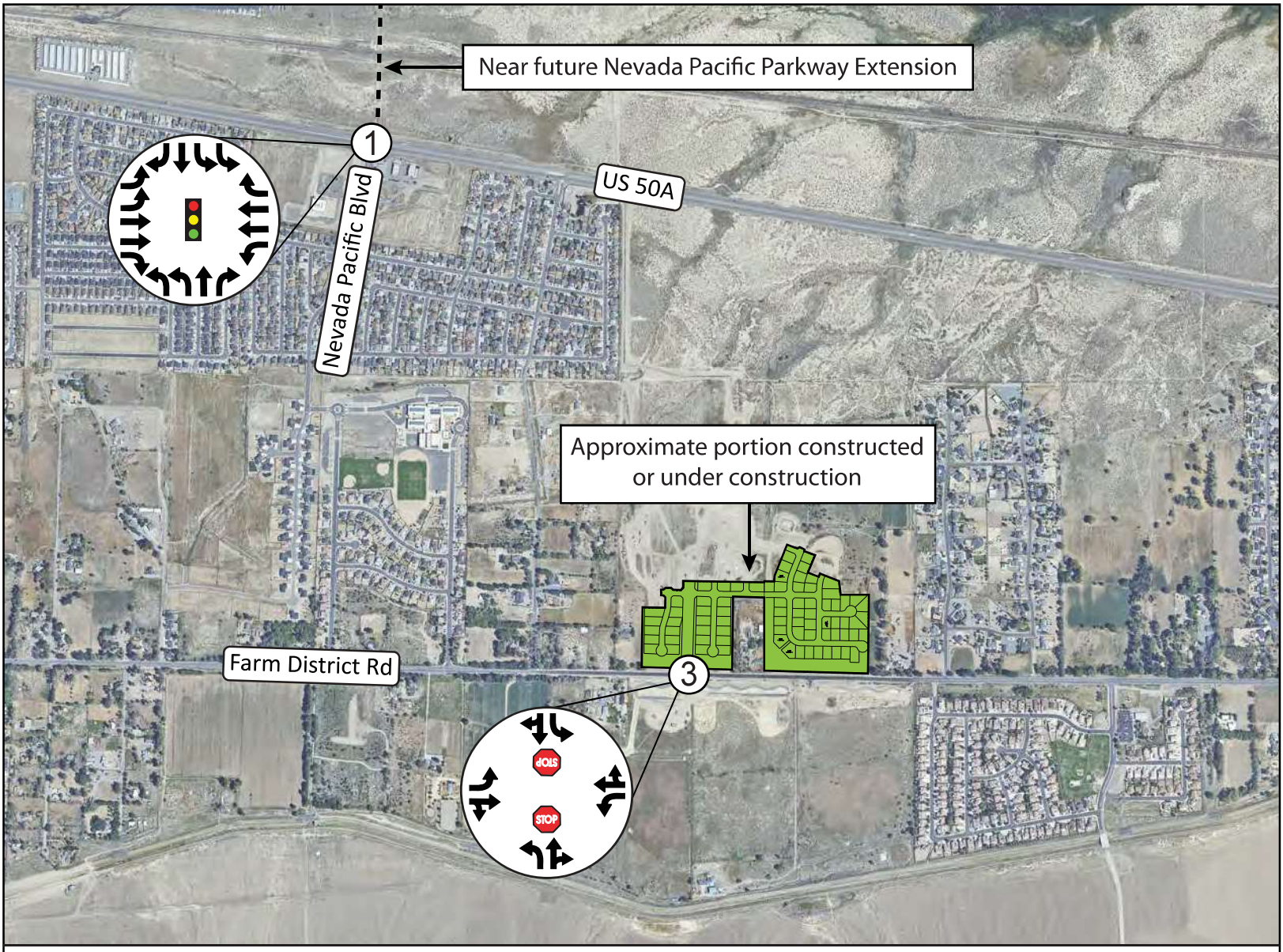
Future Year Volumes

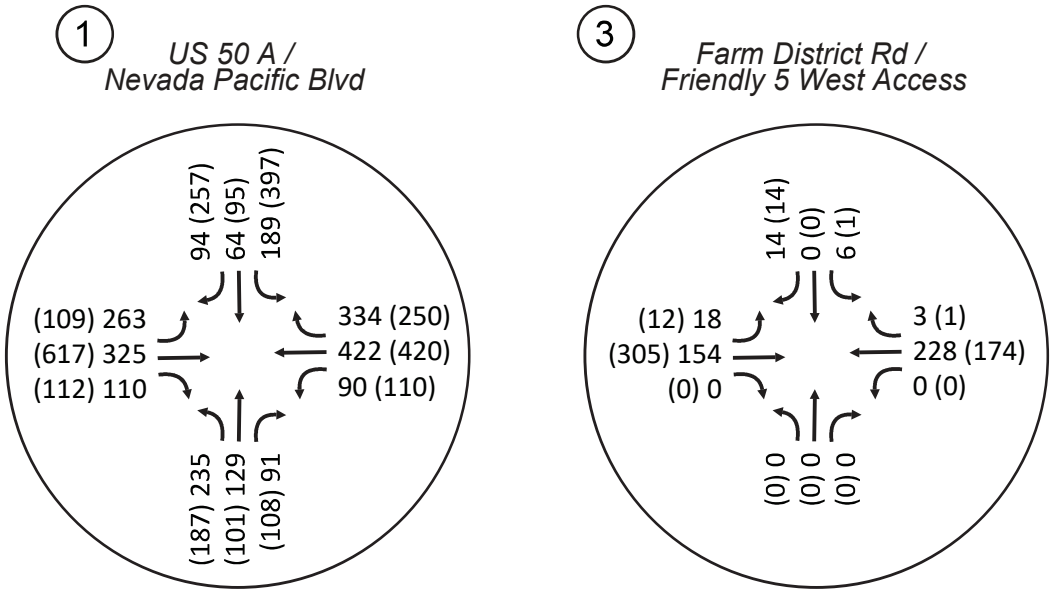
The Future Year volumes were developed using the same methodology as the Opening Year forecasts with the following differences:

- The above-mentioned projects account for most development in the study area. A 1% per year background growth was applied to US 50A volumes, and 2% per year was applied to Farm District Road volumes to project from Opening Year to Future Year to account for any additional development.
- The remaining portion of the Victory Development traffic volumes, not included in the Opening Year, was added.
- The volumes for US 50A / Nevada Pacific Parkway Extension were compared to the *Noise Letter* volumes, and the higher value was used for each movement. This ultimately resulted in volumes very similar to the *Noise Letter*.

This ultimately resulted in approximately 3% per year growth for 25 years (a growth factor of 2.2), from Existing to Future Year, on average, with some variation by intersection and movement. The resulting Future Year volumes are shown in **Figure 6**.

These projections for Opening Year and Future Year are comprehensive and consistent with the growth rate of 2% per year that was used in the City of Fernley *Comprehensive Master Plan*, the *Transportation Master Plan,* and previous approved traffic impact studies.





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NO SCALE

AM Peak Hour Volume (PM Peak Hour Volume)

(#) - Study Intersection STOP - Stop - Signal

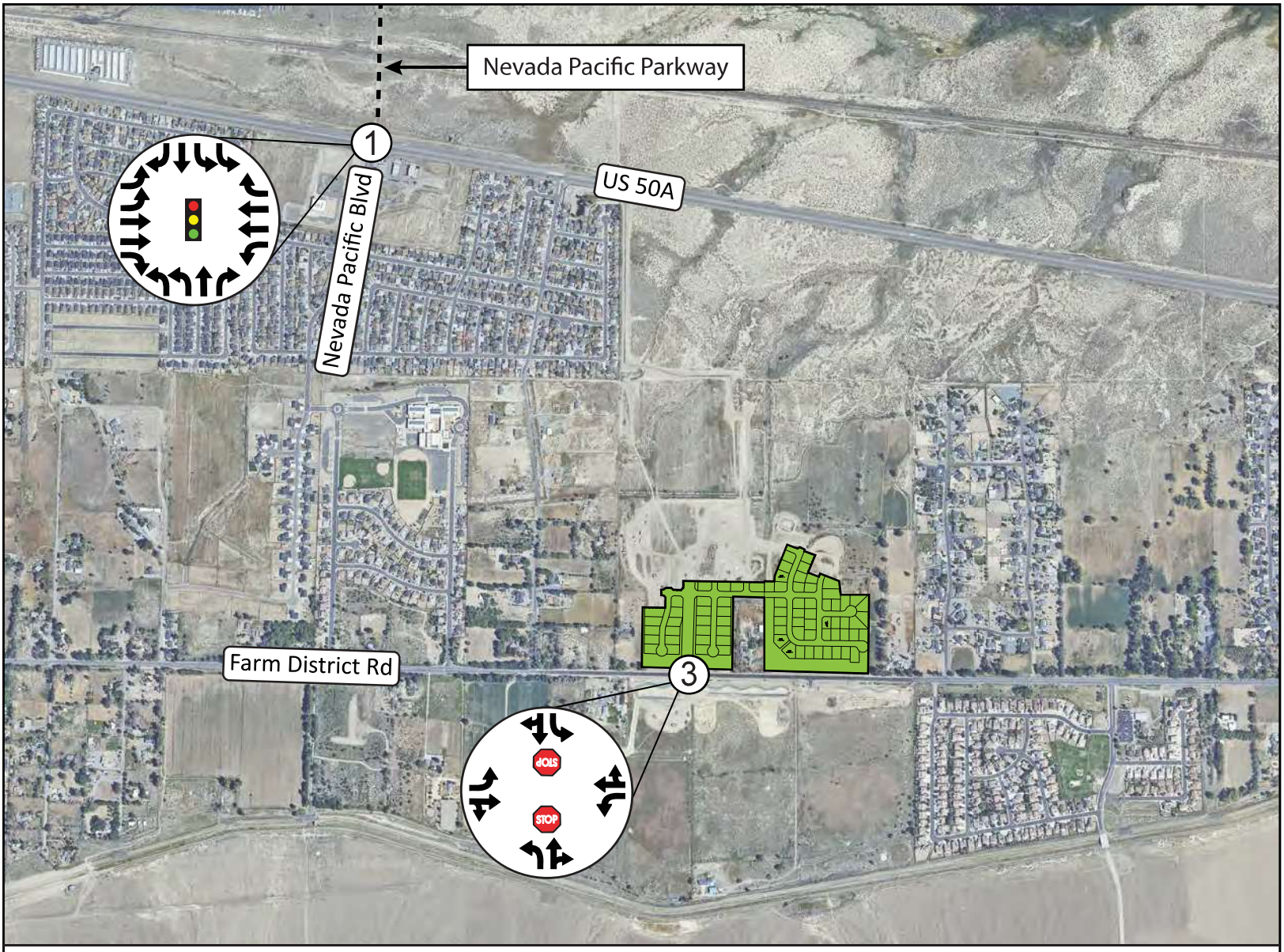
- Project Site

Figure 5

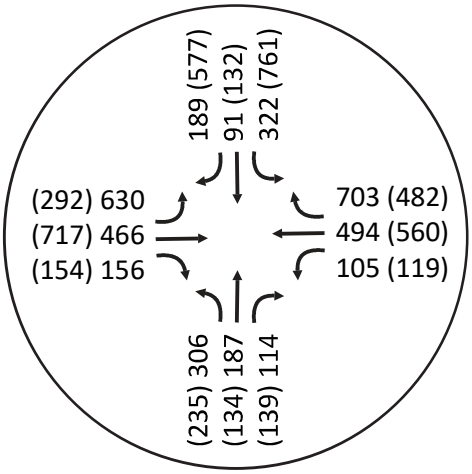
Friendly 5

Traffic Impact Study

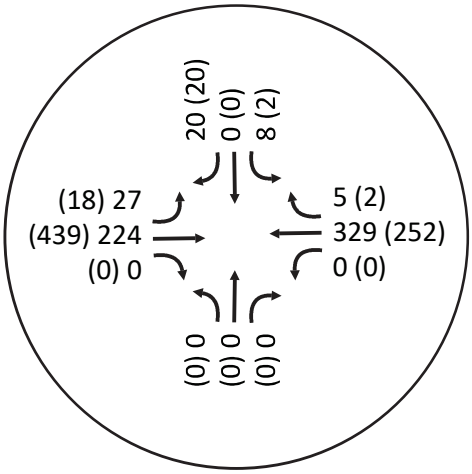
Opening Year Traffic Volumes, Lane Configurations, and Controls



1 *US 50 A / Nevada Pacific Blvd*



3 *Farm District Rd / Friendly 5 West Access*



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NO SCALE

AM Peak Hour Volume (PM Peak Hour Volume)

(#) - Study Intersection STOP - Stop - Signal

Figure 6

Friendly 5

Traffic Impact Study

Future Year Traffic Volumes, Lane Configurations, and Controls

Intersection Level of Service Analysis

Opening Year and Future Year weekday AM and PM peak hour intersection level of service analysis was performed for the study intersections using Synchro 12. **Table 3** shows the level of service results, and the technical calculations are provided in **Appendix D**.

Table 3: Opening Year and Future Year Intersection Level of Service

Int. ID	Intersection	Control	Opening Yr AM		Opening Yr PM		Future Yr AM		Future Yr PM	
			Delay[1]	LOS	Delay[1]	LOS	Delay[1]	LOS	Delay[1]	LOS
1	US 50A / Nevada Pacific Parkway	Signalized Four-leg with Extension								
	Overall		28	C	29	C	43	D	39	D
	Northbound Left		40	D	42	D	58	E	52	D
	Northbound Through		41	D	40	D	61	E	46	D
	Northbound Right		41	D	44	D	49	D	50	D
	Southbound Left		41	D	38	D	62	E	40	D
	Southbound Through		40	D	31	D	45	D	26	C
	Eastbound Left		39	D	44	D	55	D	52	D
	Eastbound Through		13	B	19	B	18	B	34	C
	Eastbound Right		12	B	16	B	18	B	28	C
	Westbound Left		48	D	48	D	59	E	62	E
	Westbound Through		15	B	15	B	29	C	32	C
3	Farm District Road / West Access	Side Street Stop								
	Eastbound Left		8	A	8	A	8	A	8	A
	Southbound Left		14	B	13	B	19	C	17	C
	Southbound Through/ Right		10	B	9	A	11	B	10	A

Notes:
1. Delay is reported in seconds per vehicle for the worst approach/movement for side street stop-controlled intersections, and overall and by movement for signalized intersections.
Source: GCW 2025

Table 3 indicates that the study intersections are expected to operate at LOS D or better in the Opening Year and Future Year Conditions (without the project).

PROJECT CONDITIONS

Trip generation rates from the *Trip Generation Manual, 11th Edition* published by the Institute of Transportation Engineers (ITE) were used to develop trip generation estimates for the proposed project based on the Single-Family Detached Housing (ITE 210) use for 514 dwelling units. **Table 4a** and **Table 4b** show the Daily, AM peak hour, and PM peak hour trip generation estimates for the total project and by village, as shown on the site plan.

Table 4a: Trip Generation Estimates (Total Project)

Land Use (ITE Code)	Size[1]	Trips[2]						
		Daily	AM In	AM Out	Total AM	PM In	PM Out	Total PM
Single-Family Detached (210)	514 du	4,847	90	270	360	304	179	483

Table 4b: Trip Estimate Breakdown by Village

North (Village 1-3) - 291 Lots		Lots	%	Cumulative %	Trips[2]						
					Daily	AM In	AM Out	Total AM	PM In	PM Out	Total PM
					2,744	51	153	204	172	101	273
Phase	A	75	15%	15%	707	13	39	53	44	26	70
Phase	B	51	10%	25%	481	9	27	36	30	18	48
Phase	C	51	10%	34%	481	9	27	36	30	18	48
Phase	D	50	10%	44%	471	9	26	35	30	17	47
Phase	E	64	12%	57%	604	11	34	45	38	22	60
South (Village 4-6) - 223 Lots		**Lots**	**%**	**Cumulative %**	**Trips[2]**						
					Daily	**AM In**	**AM Out**	**Total AM**	**PM In**	**PM Out**	**Total PM**
					2,103	39	117	156	132	78	210
Village	6	68	13%	70%	641	12	36	48	40	24	64
Village	5	97	19%	89%	915	17	51	68	57	34	91
Village	4	58	11%	100%	547	10	30	41	34	20	55

Notes: 1. du = dwelling units
2. Trips were calculated based on the following rates per du:
Single-Family Detached: Daily – 9.43; AM – 0.70 (25% in / 75% out); PM – 0.94 (63% in / 37% out)

As shown in the table, the project is expected to generate 4,847 Daily, 360 AM peak hour, and 483 PM peak hour trips to the external roadway network. There are approximately 291 lots (57%) north of Farm District Road, and 223 lots (43%) on the southern portion.

Project Phasing and Access

The first step in the process of planning project access was to determine the percentage of occupancy that could be constructed before the Hendrix Drive Extension would be needed (if needed at all). This high-level analysis indicated that:

- The West Access intersection currently operates as a T-intersection and provides access to the northern portion of the project (Villages 1-3). The south leg will provide access to Villages 4-5 south of Farm District Road. The West Access is expected to operate at LOS D or better as a T-intersection with project traffic from Villages 1-3 and Village 6.
- When Villages 4 and 5 and the south leg of the West Access are constructed, the northbound left-turn volume is expected to trigger the intersection to operate with side street LOS E/F with access only on Farm District Road (i.e. the Hendrix Drive Extension is not constructed).
- The East Access will primarily provide access to Village 6 and is expected to operate within policy LOS in all scenarios. This is attributed to the fact that it is a T-intersection servicing only part of the southern portion of the project, and the two-way left-turn lane (TWLTL) on Farm District Road allows for a two-stage left from the side street.
- Therefore, it is recommended that Villages 1-3 and Village 6 (approximately 70% of the total buildout) be constructed first as **Phase 1** with access on Farm District Road. Prior to occupancy of residences associated with Villages 4 or 5, additional access or improvements should be provided.
- Two improvement alternatives were considered – additional access to US 50A via the Hendrix Drive Extension or improvements to the Farm District Road / West Access intersection. The preferred improvement is the Hendrix Drive Extension that is proposed to connect the development to US 50A at an existing High-T located approximately 0.6 miles east of Jessica Lane. This connection is recommended and desirable as:
    - The majority of traffic associated with the project is ultimately to/from US 50A and I-80.
    - A direct connection to US 50A will significantly decrease travel time for most residents. The Hendrix Drive Extension, in addition to the Nevada Pacific Parkway Extension, will also reduce the amount of traffic using the Farm District Road / US 50A roundabout.
    - This route will also serve as a cut-through and divert some traffic from the adjacent Red Rock Road that is using the route to travel between Farm District Road and US 50A.

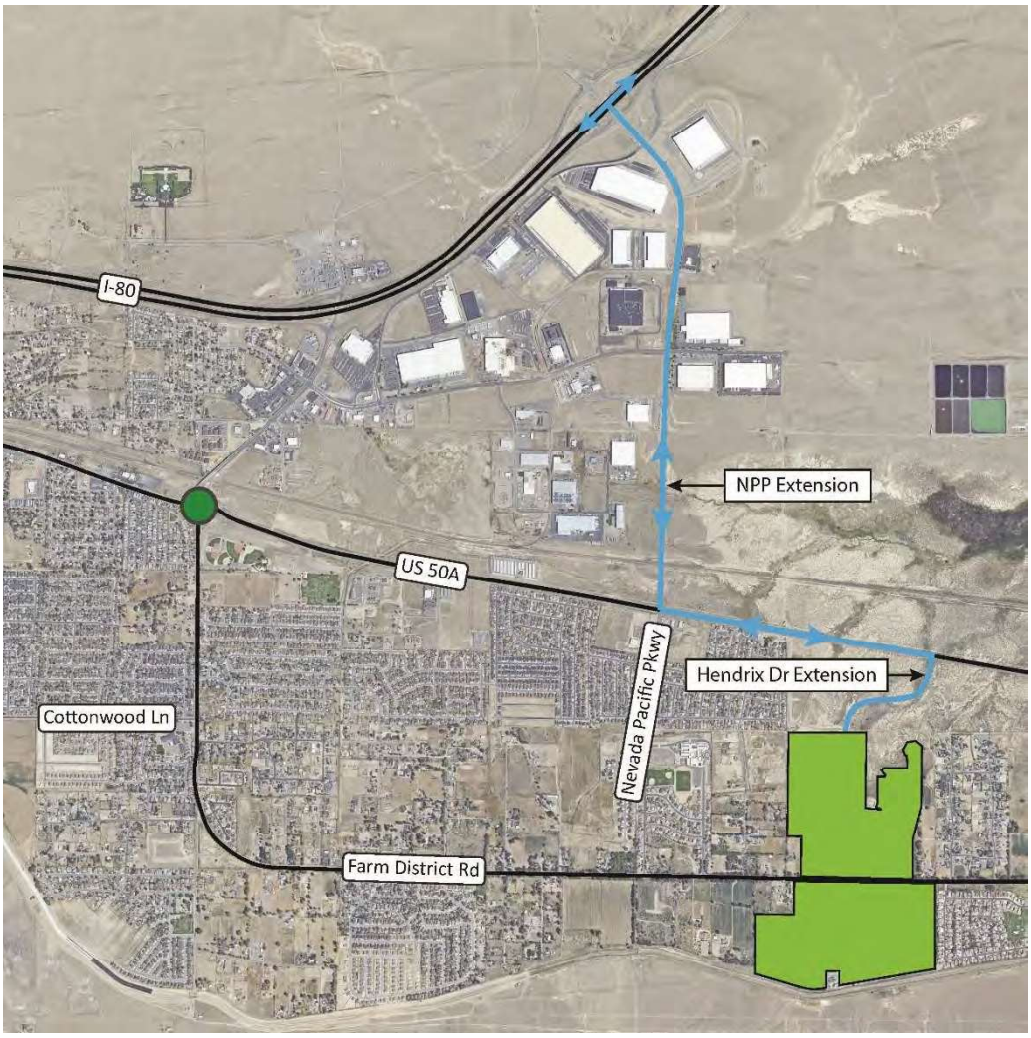


Exhibit 1: Hendrix Drive Extension provides direct access to US 50A and I-80

Trip Distribution by Phases

Access is planned via two existing driveways on Farm District Road, and a connection to US 50A. Access is planned in two phases – Phase 1 consisting of Villages 1-3 plus Village 6 (70% of total project traffic consisting of the north portion and one Village in the south portion), and Phase 2/Full Build-Out (the remaining 30% south portions Villages 4 and 5).

The Phase 1 (Villages 1-3 and Village 6) project trips were distributed to the roadway network as follows:

- 80% to/from the west via Farm District Road
- 20% to/from the east via Farm District Road

Project trips for Phase 1 are shown on **Figure 7a**.

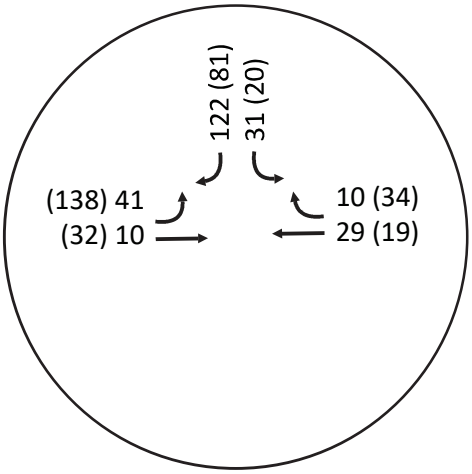
At full Build-Out of the project with the Hendrix Drive Extension in place, the distribution is anticipated to be approximately:

- 60% to/from the west via US 50A
- 10% to/from the east via US 50A
- 20% to/from the west via Farm District Road
- 10% to/from the east via Farm District Road

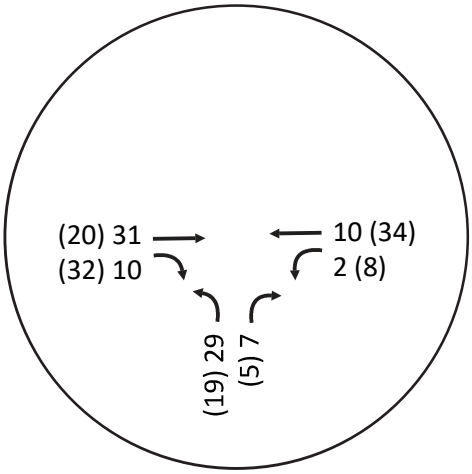
Figure 7b shows the project trip distribution and assignment for Full Build-Out.



3 *Farm District Rd / Friendly 5 West Access*



4 *Farm District Rd / Friendly 5 East Access*



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NO SCALE

AM Peak Hour Volume (PM Peak Hour Volume)

(#) - Study Intersection

XX% - Phase 1 Trip Distribution

- Project Site

Phase 1 (Villages 1-3 & 6) Project Trip Distribution and Assignment

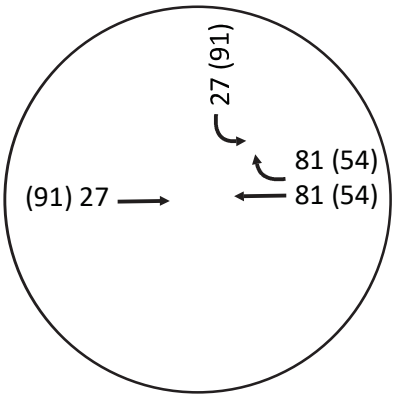
Figure 7a

Friendly 5

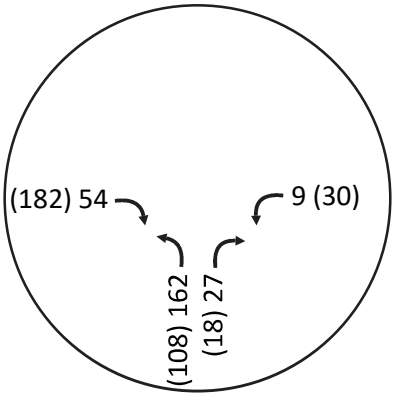
Traffic Impact Study



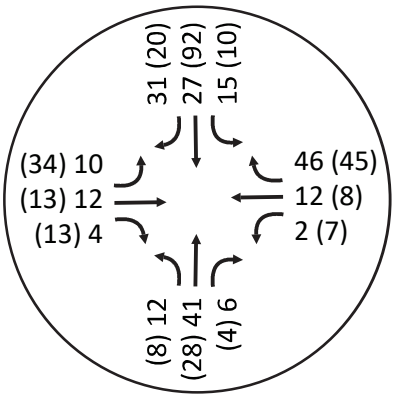
1 *US 50 A / Nevada Pacific Blvd*



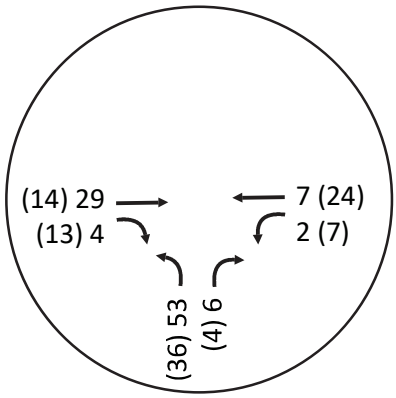
2 *US 50A / Hendrix Dr Extension*



3 *Farm District Rd / Friendly 5 West Access*



4 *Farm District Rd / Friendly 5 East Access*



GCV ENGINEERS \ SURVEYORS

NO SCALE

AM Peak Hour Volume (PM Peak Hour Volume)

(#) - Study Intersection

XX% - Full Build Out Trip Distribution

- Project Site

Figure 7b

Friendly 5

Traffic Impact Study

Page 272 of 433

Full Build Out Project Trip Distribution and Assignment

OPENING YEAR AND FUTURE YEAR PLUS PROJECT CONDITIONS

Traffic Volumes

Opening Year Plus Project (Phase 1) Conditions are shown in **Figure 8a** and includes Opening Year traffic volumes (**Figure 5**) and Phase 1 project trips (**Figure 7a**).

Opening Year Plus Project (Full Build-Out) Conditions are shown in **Figure 8b** and include Opening Year traffic volumes (**Figure 5**), and Full Build-Out project trips (**Figure 7b**), plus additional cut-through traffic that is anticipated to use the proposed Hendrix Drive Extension to traverse between Farm District Road and US 50A. For analysis purposes, the cut-through traffic is estimated at approximately 50% of the volume on the adjacent Red Rock Road.

Future Year Plus Project Condition traffic volumes are shown on **Figure 9** and include Future Year traffic volumes (**Figure 6**), Full Build-Out project trips (**Figure 7b**), and the rerouted traffic on the Hendrix Drive Extension.

Lane Configurations and Controls

Right Turn Lane Requirements

Left turn lanes from the major street already exist at all studied intersections.

Right turn lane requirement evaluations were conducted for the US 50A / Hendrix Drive Extension intersection using the Future Year Plus Project traffic volumes and the criteria in the NDOT *Access Management System and Standards* (*AMSS,* 2017). **Table 5** summarizes the results based on the Future Year Plus Project volumes (rounded).

Table 5: Turn Lane Requirements

Turn Lane	AMSS Table	Turn Volume / Through Volume	Turn Lane Required	Deceleration Length[2]
US 50A / Hendrix Drive Extension Eastbound Right Turn Lane	4-18[1]	80 / 950 (AM) 250 / 1800 (PM)	Yes	710’

Notes:
1. AMSS Table 4-18: Right-Turn Lane Warrants at Unsignalized Intersections, Multilane Roadways in Urban Areas, 65 mph
2. AMSS Table 4-20: Minimum Length of Left-Turn or Right-Turn Deceleration Lanes. Deceleration length; without queue storage required. Assumed minimum lengths for 0-2% grades, adjustments due to grade to be determined in design phase.

With the construction of the Hendrix Drive Extension, the following turn lanes should be constructed at the US50A / Hendrix Drive Extension intersection:

- Eastbound right turn lane (735’ total length, with 25’ of “storage” length and 710’ of deceleration length). The total length will consist of 250’ of taper and 485’ of full lane width)

- Northbound right turn lane to create separate left and right turn lanes (315' total length, with 100' storage length and 215' deceleration length which includes appropriate taper and the remainder as full lane width)

Preliminary Signal Warrant Analysis

Preliminary signal warrant analysis was conducted for the US 50A / Hendrix Drive Extension intersection based on the Opening Year Plus Project and Future Year Plus Project volumes. Warrant 2, the Four-Hour Vehicular Volume warrant was evaluated for roadways with speed limits greater than 40 mph.

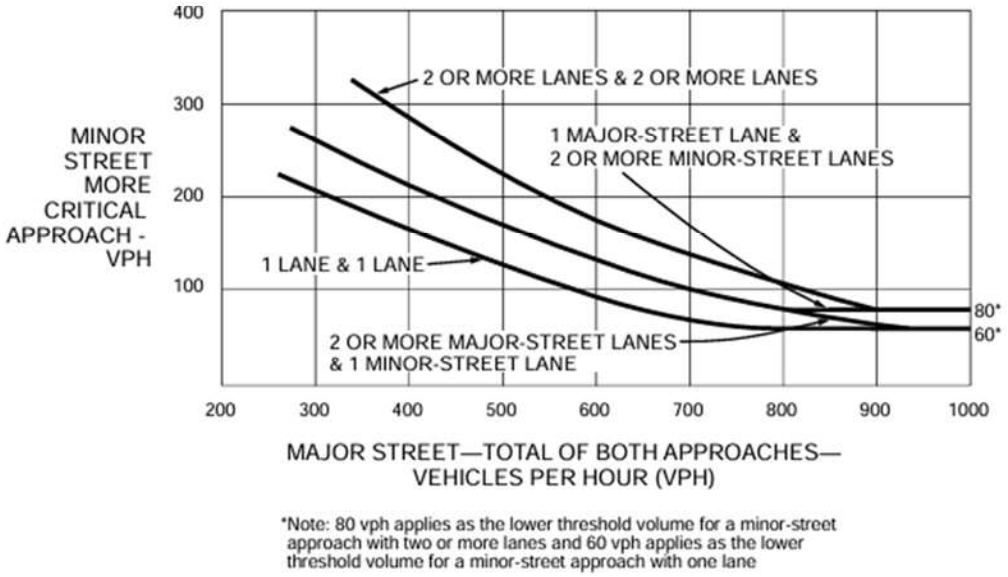
Warrant 2, Four-Hour Vehicular Volume

Criteria

According to the MUTCD, "the need for a traffic control signal shall be considered if an engineering study finds that, for each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) all fall above the applicable curve in **Figure 4C-2** for the existing combination of approach lanes. On the minor street, the higher volume shall not be required to be on the same approach during each of these 4 hours."

Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 80 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor-street approach with one lane

Source: MUTCD 11th Edition

Evaluation

US 50A has a posted speed limit above 40 miles per hour (mph), therefore the 70% Factor warrant criteria, MUTCD Figure 4C-2, was used. The volumes were input and evaluated in a spreadsheet-based signal warrant program. **Table 6** shows volume scenarios and if the warrant criteria is met.

Table 6: Four-Hour Signal Warrant
US 50A / Hendrix Drive Extension

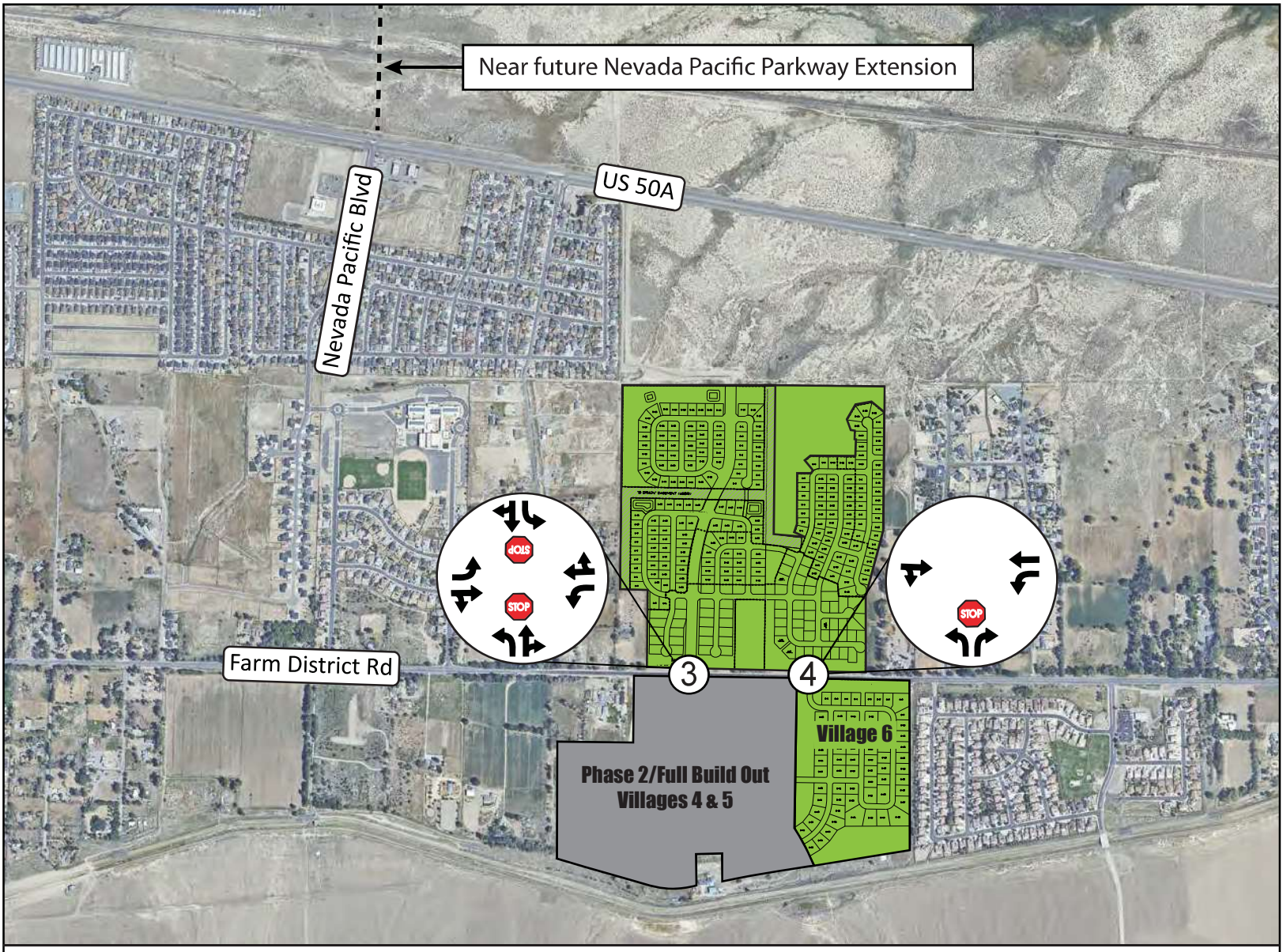
Intersection and Peak Hour	4-Hr Warrant Criteria		Hour Warrant Met?
	Major Street Combined (vph)[1]	Highest Minor Street Approach (vph)[2]	
Opening Year Phase 1 with Hendrix Drive Extension (through 70% of construction – Villages 1-3 and Village 6)			
US 50A / Hendrix Drive Extension AM Hr1	640	190	Yes
US 50A / Hendrix Drive Extension AM Hr2	540	160	Yes (On verge)
US 50A / Hendrix Drive Extension PM Hr1	1,170	110	Yes
US 50A / Hendrix Drive Extension PM Hr2	1,180	110	Yes
Opening Year Plus Project (Full Build Out)			
US 50A / Hendrix Drive Extension AM Hr1	660	240	Yes
US 50A / Hendrix Drive Extension AM Hr2	550	200	Yes
US 50A / Hendrix Drive Extension PM Hr1	1,230	140	Yes
US 50A / Hendrix Drive Extension PM Hr2	1,230	150	Yes

Notes: vph = vehicles per hour
1. Eastbound through + right movement only. Westbound mainline not included since this movement is not opposed in the High-T configuration.
2. Analysis conducted as one lane, with the northbound left turn volume only.

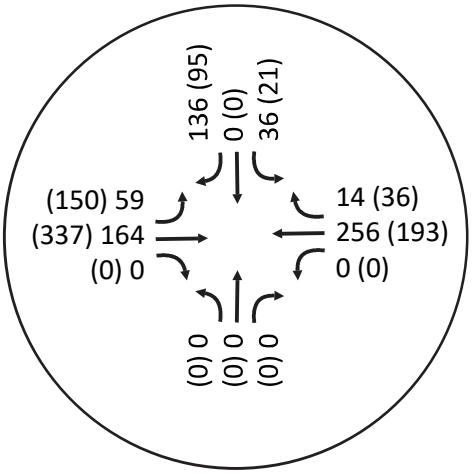
Source: GCW 2025

The table indicates that the US 50A / Hendrix Drive Extension intersection is anticipated to meet signal warrants at its proposed opening – at 70% of the construction (Villages 1-3 and Village 6). Note that the signal evaluation was prepared considering only the eastbound volumes on US 50A (NOT including the westbound through volumes) due to the High-T configuration. Inclusion of the westbound through volume would increase the margin by which warrants were met.

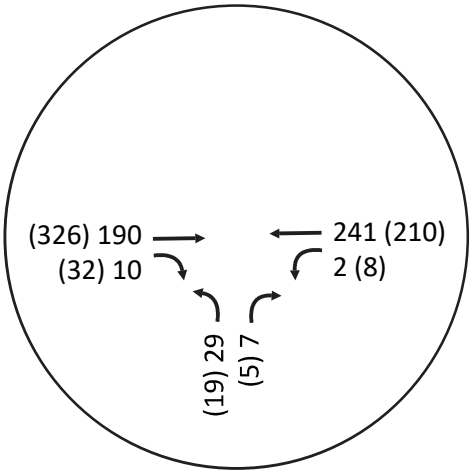
Figures 8a, 8b, and **9** show the Opening Year Plus Project and Future Year Plus Project volumes and proposed lane configurations and controls.



3 *Farm District Rd / Friendly 5 West Access*

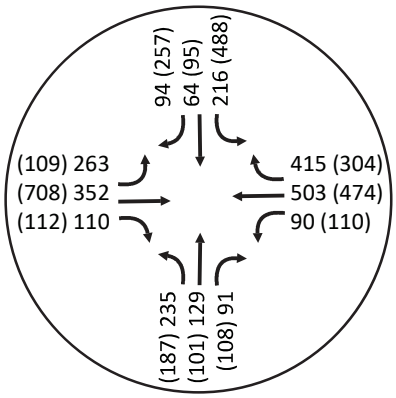


4 *Farm District Rd / Friendly 5 East Access*

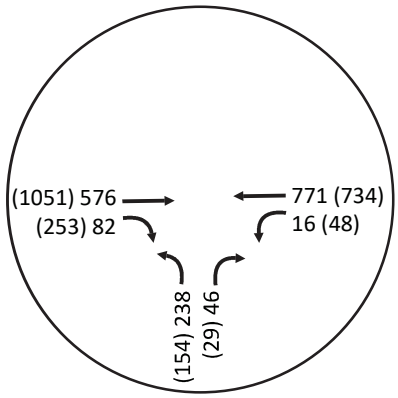




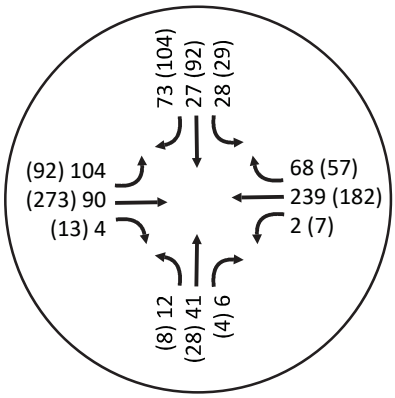
1 *US 50 A / Nevada Pacific Blvd*



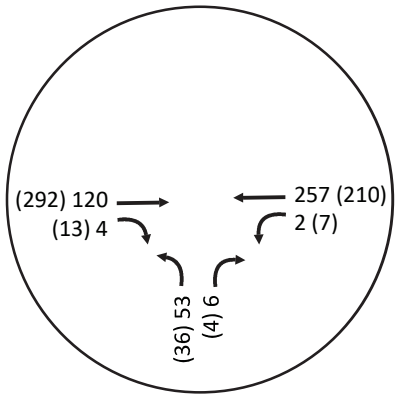
2 *US 50A / Hendrix Dr Extension*



3 *Farm District Rd / Friendly 5 West Access*



4 *Farm District Rd / Friendly 5 East Access*



GCV ENGINEERS \ SURVEYORS

NO SCALE

AM Peak Hour Volume (PM Peak Hour Volume)

(#) - Study Intersection STOP - Stop - Signal

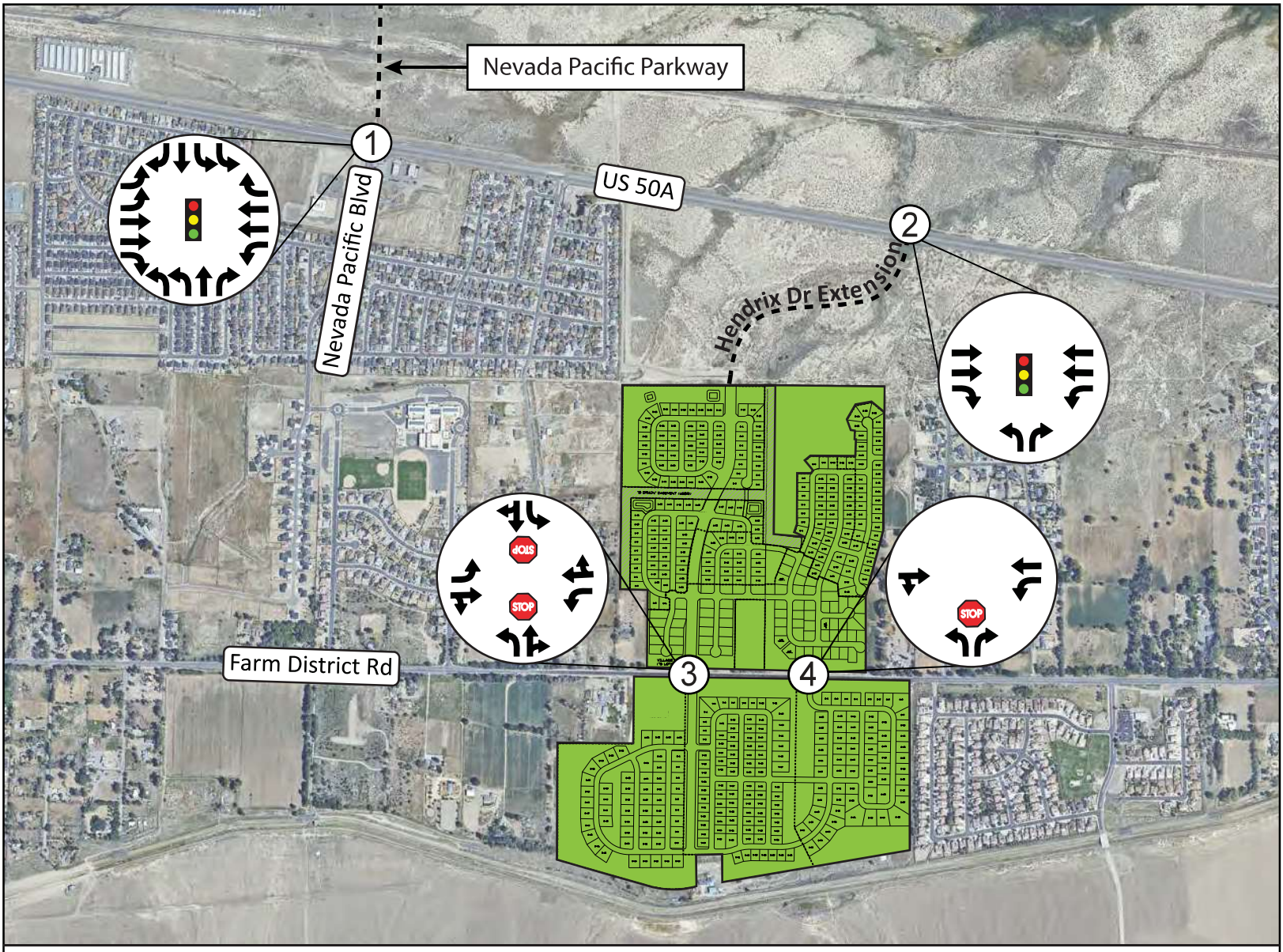
- Project Site

Opening Year Plus Project (Build Out) Traffic Volumes, Lane Configurations, and Controls

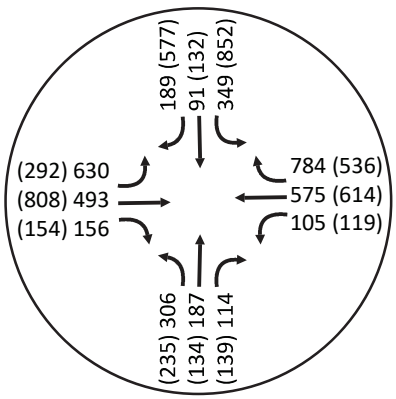
Figure 8b

Friendly 5

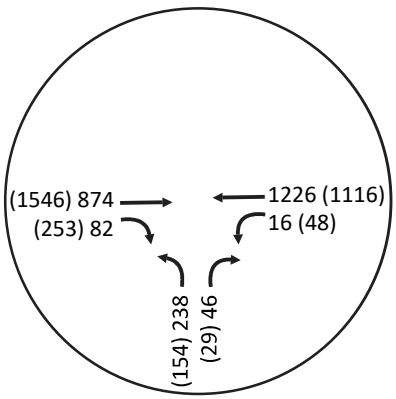
Traffic Impact Study



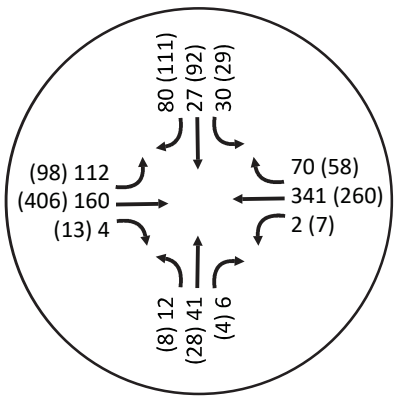
1 *US 50 A / Nevada Pacific Blvd*



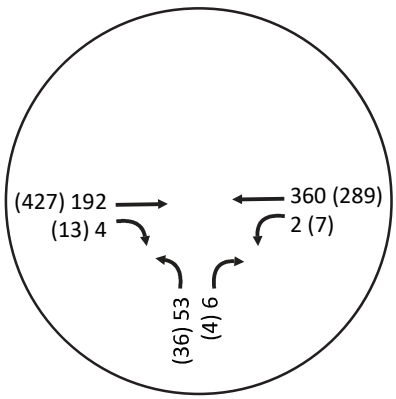
2 *US 50A / Hendrix Dr Extension*



3 *Farm District Rd / Friendly 5 West Access*



4 *Farm District Rd / Friendly 5 East Access*



GCW ENGINEERS \ SURVEYORS

NO SCALE

AM Peak Hour Volume (PM Peak Hour Volume)

(#) - Study Intersection STOP - Stop - Signal

- Project Site

Future Year Plus Project Traffic Volumes, Lane Configurations, and Controls

Figure 9

Friendly 5

Traffic Impact Study

Plus Project Intersection Level of Service

AM and PM peak hour intersection level of service analysis was performed for the study intersections for the Opening Year Plus Project and Future Year Plus Project conditions. **Tables 7** and **8** show the level of service results, and the technical calculations are provided in **Appendix F**. The Plus Project Conditions were evaluated in phases to identify the trigger for the extension of Hendrix Drive:

- Opening Year Plus Phase 1 - Villages 1-3 and Village 6 (**Table 7**) **–** Farm District Road Access Only
- Opening Year Plus Full Build-Out and Future Year Plus Full Build Out (**Table 8**) – with access on Farm District Road and the Hendrix Drive Extension to US 50A

Table 7: Opening Year Plus Project Phase 1 (Villages 1-3 and Village 6) with Farm District Road Access Only
Intersection Level of Service

Int. ID	Intersection	Control	Opening Yr Plus Project AM		Opening Yr Plus Project PM	
			Delay[1]	LOS	Delay[1]	LOS
3	Farm District Road / West Access	Phase 1: Side Street Stop				
	Overall		4	A	3	A
	Southbound Left		20	C	24	C
	Southbound Through/Right		12	B	10	B
	Eastbound Left		8	A	8	A
4	Farm District Road / East (Secondary Entrance)	Phase 1: Side Street Stop				
	Overall		1	A	1	A
	Northbound Left		12	B	12	B
	Northbound Right		12	B	12	B
	Westbound Left		8	A	8	A

Notes:
1. Delay is reported in seconds per vehicle for the worst approach/movement for side street stop-controlled intersections, and overall and by movement for signalized intersections.
Source: GCW 2025

The table indicates that the Farm District Road accesses will operate acceptably through Phase 1, or through the construction of Villages 1-3 and Village 6 (70% of total buildout) with no other improvements.

Table 8 shows the Opening Year Plus Full Build-Out and Future Year Plus Full-Build Out operations with the proposed Hendrix Drive Extension providing access to/from US 50A. The US 50A / Hendrix Drive intersection was evaluated with both side-street stop and traffic signal control.

Table 8: Opening Year Plus Project and Future Year Plus Project Intersection Level of Service - with Hendrix Drive Extension

Int. ID	Intersection	Control	Opening Yr Plus Project AM		Opening Yr Plus Project PM		Future Yr Plus Project AM		Future Yr Plus Project PM	
			Delay[1]	LOS	Delay[1]	LOS	Delay[1]	LOS	Delay[1]	LOS
1	**US 50A / Nevada Pacific Parkway**	Signal								
	Overall		28	C	30	C	44	D	44	D
	Northbound Left		40	D	44	D	58	E	61	E
	Northbound Through		41	D	42	D	62	E	50	D
	Northbound Right		41	D	46	D	50	D	58	E
	Southbound Left		41	D	39	D	68	E	45	D
	Southbound Through		28	D	30	D	45	D	26	C
	Eastbound Left		40	D	46	D	56	E	57	E
	Eastbound Through		13	B	22	B	19	B	40	D
	Eastbound Right		13	B	18	B	18	B	31	C
	Westbound Left		48	D	50	D	59	E	69	E
	Westbound Through		16	B	17	B	31	C	36	D
2	**US 50A / Hendrix Drive Extension**	Side-Street Stop					N/A - Opening Year Analysis + Signal Warrants indicates that signal control is recommended by Future Year			
	Overall		12	B	15	C				
	Northbound Left		45	E	144	F				
	Northbound Right		11	B	13	B				
	Eastbound Through		-	-	-	-				
	Eastbound Right		-	-	-	-				
	Westbound Left		10	A	13	B				
2	**US 50A / Hendrix Drive Extension**	Signal								
	Overall		11	B	7	A	11	B	7	A
	Northbound Left		17	B	19	B	21	C	32	C
	Northbound Right		17	B	16	B	16	B	26	C
	Eastbound Through		13	B	6	A	8	A	6	A
	Eastbound Right		11	B	6	A	6	A	4	A
	Westbound Left		9	A	10	A	11	B	15	B

Table 8 Continued: Opening Year Plus Project and Future Year Plus Project Intersection Level of Service – with Hendrix Drive Extension

Int. ID	Intersection	Control	Opening Yr Plus Project AM		Opening Yr Plus Project PM		Future Yr Plus Project AM		Future Yr Plus Project PM	
			Delay[1]	LOS	Delay[1]	LOS	Delay[1]	LOS	Delay[1]	LOS
3	**Farm District Road / West Access**	**Side Street Stop**								
	Northbound Left		24	C	28	D	42	E	51	F
	Northbound Through/Right		22	C	18	C	33	D	24	C
	Southbound Left		28	D	21	C	55	F	32	D
	Southbound Through/Right		16	C	20	C	21	C	33	D
	Eastbound Left		9	A	8	A	9	A	8	A
	Westbound Left		8	A	8	A	8	A	8	A
4	**Farm District Road / East Access**	**Side Street Stop**								
	Northbound Approach		12	B	12	B	14	B	14	B
	Westbound Left		8	A	8	A	8	A	8	A

Notes:
1. Delay is reported in seconds per vehicle for the worst approach/movement for side street stop-controlled intersections, and overall and by movement for signalized intersections.
Source: GCW 2025

As shown in the table,

- US 50A / Nevada Pacific Parkway is anticipated to operate within the level of service policy with the addition of project traffic.
- At build-out, US 50A / Hendrix Drive Extension is anticipated to have substantial delay and LOS F on the northbound approach as an unsignalized High-T. A signal is anticipated to be warranted at the opening of the extension to support both project traffic and additional regional cut through traffic. The intersection is anticipated to operate acceptably if/when signalized, subject to NDOT permitting.
- Farm District Road / West Access is anticipated to operate acceptably in the Opening Year with the project as side-street stop.
- Farm District Road / East Access is anticipated to operate acceptably in the Opening Year with the project as side-street stop.

PROJECT ROADWAY AND INTERSECTION MODIFICATIONS

A summary of the recommended project roadway and intersection modifications is provided in **Figure 10**.

Hendrix Drive Extension

The Average Daily Traffic (ADT) for the proposed Hendrix Drive Extension was estimated based on peak hour traffic as 10% of the ADT, equating to approximately 5,000 vehicles per day. This volume is well within typical thresholds for a two-lane roadway (one lane per direction).

US 50A / Hendrix Drive Extension Recommended Controls

The Hendrix Drive Extension / US 50A intersection is anticipated to meet signal warrants at or near opening of the extension. Different types of intersection controls were considered, and signalization is recommended when warrants are met for the following reasons:

- Signalization maintains the High-T configuration that has already been constructed and is a common intersection configuration and control along the corridor.
- The intersection is anticipated to operate acceptably when signalized.
- The northbound approach is recommended to have separate left turn and right turn lanes. The left turn and right turn queues are expected to be minimal (less than one vehicle). Deceleration length would be based on the speed limit. A deceleration length of 215’ is recommended based on a 35-mph speed limit. The total length of 315’ (100’ storage plus deceleration length) would be sufficient for storage/deceleration for a right turn pocket (the lower turning volume).

The US 50A / Hendrix Drive Extension intersection should initially be constructed as stop control and later reevaluated for signal warrants in the future. The signal should be constructed if / when warrants are met and signalization is permitted by NDOT. Signalization is not a Condition of Approval of the Friendly 5 Ranch Development Handbook.

Safety Considerations

All of the proposed modifications can be considered safety improvements.

Hendrix Drive Extension – This will provide an alternative access and a direct route to US 50A. This has safety benefits for emergency responders as well as for incidents or evacuations.

US 50 A / Hendrix Drive Extension signalization and turn lanes – Signalization can provide a safety benefit when signal warrants are met. The *NDOT Planning Level Crash Modification (CMF) List* acknowledges this as a safety benefit but does not provide a “one size fits all” Crash Modification Factor (CMF).

Access Spacing

US 50A is classified as a Principal Arterial with a posted speed limit of 65 MPH. NDOT's AMSS provides spacing standards of 5,280 feet for full access signalized intersections and 1,320 feet for full access unsignalized intersections. The High-T is already constructed and is spaced over 3,000' from the nearest intersections on either side and is approximately 5,000' from the signal at US 50A/ Nevada Pacific Parkway; this is approximately 95% of the required spacing. Additionally, the location was chosen and constructed by NDOT with the understanding that it would serve the planned connection. If a Deviation Letter is required, one will be provided during the NDOT permitting process.

All other study intersections exist and there are no recommended changes to the controls, therefore the spacing has already been approved.

CONCLUSIONS & RECOMMENDATIONS

Key Findings

- The project consists of 514 single-family dwelling units.
- Substantial regional traffic growth is expected in the project area due to several other large projects and developments. Additionally, the Nevada Pacific Parkway Extension is anticipated to provide additional capacity and a connection between I-80 and US 50A.
- The study intersections operate acceptably in the Existing, Opening Year, and Future Year Conditions without the project.
- The project is expected to generate 4,847 Daily, 360 AM peak hour, and 483 PM peak hour trips to the external roadway network.
- The study intersections are anticipated to operate acceptably with the recommendations outlined below.

Summary of Recommendations

- A graphical summary of the recommendations is shown on **Figure 10**.
- Three access points are recommended – the two existing intersections on Farm District Road (Intersections 3 and 4 in the report) and the planned Hendrix Drive Extension to US 50A at the existing High-T intersection which was built by NDOT for this purpose (Intersection 2).
- The existing Friendly 5 West and East access connections to Farm District Road are recommended to remain side-street stop controlled on the northbound and southbound approaches in their current configurations.

- The analysis indicates that the study intersections on Farm District Road will adequately function with Villages 1-3 and Village 6 (approximately 70% of the total build out) without the Hendrix Drive Extension. Therefore, the Hendrix Drive Extension should be completed prior to the first Certificate of Occupancy for a residence within Village 4 or Village 5. Hendrix Drive as a two-lane roadway (one lane each direction) is shown to provide adequate capacity for the Future Plus Project conditions with other regional traffic diverted to the roadway.

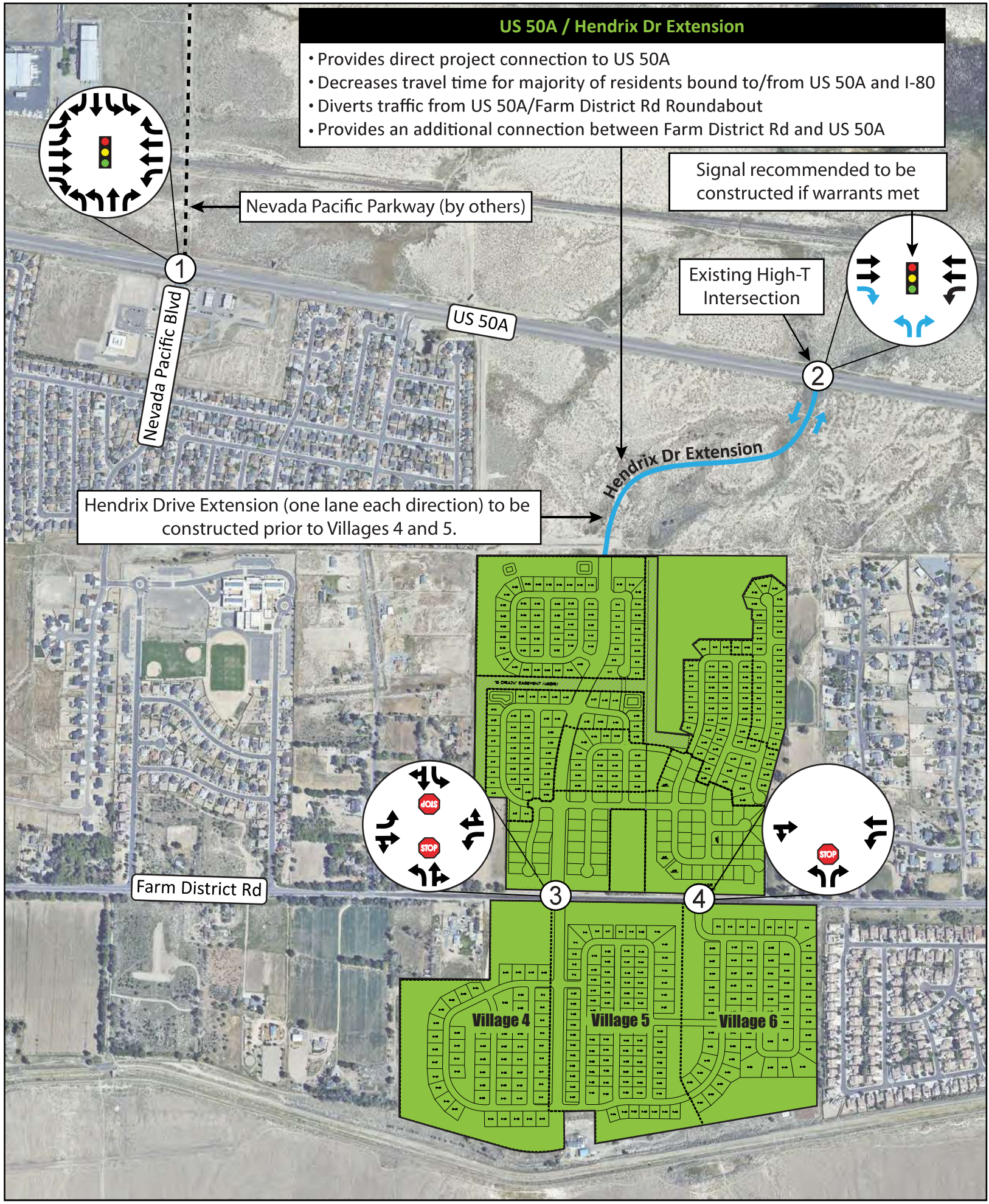
- With the construction of the Hendrix Drive Extension, the following turn lanes should be constructed at the US50A / Hendrix Drive Extension intersection:

    - Eastbound right turn lane (735' total length, with 25' of "storage" length and 710' of deceleration length). The total length will consist of 250' of taper and 485' of full lane width)
    - Northbound right turn lane to create separate left and right turn lanes (315' total length, with 100' storage length and 215' deceleration length which includes appropriate taper and the remainder as full lane width)

- A traffic signal may eventually be warranted at the US 50A / Hendrix Drive Extension intersection (the existing High-T) due to regional traffic flow combined with project traffic. Signalization is not a Condition of Approval of the Friendly 5 Ranch Development Handbook. Per NDOT policies and practices, a traffic signal cannot be constructed until MUTCD traffic signal warrants are met and installation is permitted by NDOT. Therefore, a signal cannot be conditioned at this time since there is no certainty NDOT would approve a signal.

- If/when signal warrants are met, a signal would be recommended for the following reasons:
    - Signalization maintains the existing High-T configuration. Signalized High-Ts are the common intersection configurations and controls along the US 50A corridor.
    - The US 50A / Hendrix Drive Extension intersection should initially be constructed with stop control and two approach lanes on the northbound approach and be re-evaluated for signal warrants after opening the complete extension.

- Note that the intersection improvements on Farm District Road conditioned in the Friendly 5 Ranch Development Handbook approval have already been constructed and no other improvements are recommended on Farm District Road at this time.



GCW ENGINEERS \ SURVEYORS

NO SCALE

(#) - Study Intersection | STOP - Stop | - Signal | - Existing Lane | - Project Site | - New Turn Lanes | - New Roadway

Figure 10
Friendly 5
Traffic Impact Study
Summary of Recommendations

Appendix A

Crash Data

OBJECTID	Crash Date	Primary Street	Dir	Property Da	Injury Type	Crash Type
1681583	5/6/2016, 7:15 PM	SR828E	E	PDO	No Data	NON-COLLISION
1690528	7/13/2016, 12:15 PM	US50A	W	No Data	B	NON-COLLISION
1758934	11/8/2017, 4:35 PM	SR828E	E	PDO	No Data	NON-COLLISION
1798954	9/1/2018, 3:26 AM	SR828E	E	PDO	No Data	NON-COLLISION
1853422	10/10/2019, 6:17 AM	US50A	E	PDO	No Data	NON-COLLISION
	4/16/2021	US50A	WB	PDO		Non-Collision



Appendix B

Existing Conditions LOS Calculations

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	339	118	19	499	264	45
Future Volume (veh/h)	339	118	19	499	264	45
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1781	1781	1781	1781	1781	1781
Adj Flow Rate, veh/h	394	137	22	580	307	52
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	8	8	8	8	8	8
Cap, veh/h	1838	820	42	2140	369	329
Arrive On Green	0.54	0.54	0.02	0.63	0.22	0.22
Sat Flow, veh/h	3474	1510	1697	3474	1697	1510
Grp Volume(v), veh/h	394	137	22	580	307	52
Grp Sat Flow(s),veh/h/ln	1692	1510	1697	1692	1697	1510
Q Serve(g_s), s	4.2	3.2	0.9	5.3	12.1	2.0
Cycle Q Clear(g_c), s	4.2	3.2	0.9	5.3	12.1	2.0
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1838	820	42	2140	369	329
V/C Ratio(X)	0.21	0.17	0.52	0.27	0.83	0.16
Avail Cap(c_a), veh/h	1838	820	279	2612	1346	1197
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	8.3	8.0	33.7	5.7	26.1	22.2
Incr Delay (d2), s/veh	0.3	0.4	9.6	0.1	4.9	0.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.4	1.0	0.5	1.5	5.1	0.7
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	8.5	8.5	43.3	5.8	31.0	22.4
LnGrp LOS	A	A	D	A	C	C
Approach Vol, veh/h	531			602	359	
Approach Delay, s/veh	8.5			7.1	29.8	
Approach LOS	A			A	C	

Timer - Assigned Phs	1	2		4		6
Phs Duration (G+Y+Rc), s	6.2	44.0		19.7		50.2
Change Period (Y+Rc), s	4.5	6.0		4.5		6.0
Max Green Setting (Gmax), s	11.5	38.0		55.5		54.0
Max Q Clear Time (g_c+I1), s	2.9	6.2		14.1		7.3
Green Ext Time (p_c), s	0.0	3.3		1.2		4.6

Intersection Summary	
HCM 7th Control Delay, s/veh	13.1
HCM 7th LOS	B

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	18	140	0	0	204	3	0	0	0	6	0	13
Future Vol, veh/h	18	140	0	0	204	3	0	0	0	6	0	13
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	72	72	72	72	72	72	72	72	72	72	72	72
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	25	194	0	0	283	4	0	0	0	8	0	18

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	288	0	0	194	0	0	528	532	194	530	530	285
Stage 1	-	-	-	-	-	-	244	244	-	285	285	-
Stage 2	-	-	-	-	-	-	283	288	-	244	244	-
Critical Hdwy	4.15	-	-	4.15	-	-	7.15	6.55	6.25	7.15	6.55	6.25
Critical Hdwy Stg 1	-	-	-	-	-	-	6.15	5.55	-	6.15	5.55	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.15	5.55	-	6.15	5.55	-
Follow-up Hdwy	2.245	-	-	2.245	-	-	3.545	4.045	3.345	3.545	4.045	3.345
Pot Cap-1 Maneuver	1257	-	-	1361	-	-	456	449	839	455	450	746
Stage 1	-	-	-	-	-	-	753	698	-	715	670	-
Stage 2	-	-	-	-	-	-	717	669	-	753	698	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1257	-	-	1361	-	-	437	440	839	446	441	746
Mov Cap-2 Maneuver	-	-	-	-	-	-	437	440	-	446	441	-
Stage 1	-	-	-	-	-	-	738	684	-	715	670	-
Stage 2	-	-	-	-	-	-	700	669	-	738	684	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.9	0	0	10.98
HCM LOS			A	B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	-	-	1257	-	-	1361	-	-	446	746
HCM Lane V/C Ratio	-	-	0.02	-	-	-	-	-	0.019	0.024
HCM Control Delay (s/veh)	0	0	7.9	-	-	0	-	-	13.2	9.9
HCM Lane LOS	A	A	A	-	-	A	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.1	-	-	0	-	-	0.1	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	670	134	43	504	199	51
Future Volume (veh/h)	670	134	43	504	199	51
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	705	141	45	531	209	54
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	4	4	4	4	4	4
Cap, veh/h	2216	989	68	2540	260	231
Arrive On Green	0.63	0.63	0.04	0.73	0.15	0.15
Sat Flow, veh/h	3589	1560	1753	3589	1753	1560
Grp Volume(v), veh/h	705	141	45	531	209	54
Grp Sat Flow(s),veh/h/ln	1749	1560	1753	1749	1753	1560
Q Serve(g_s), s	7.7	3.0	2.1	4.1	9.6	2.6
Cycle Q Clear(g_c), s	7.7	3.0	2.1	4.1	9.6	2.6
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	2216	989	68	2540	260	231
V/C Ratio(X)	0.32	0.14	0.66	0.21	0.80	0.23
Avail Cap(c_a), veh/h	2216	989	304	3011	786	699
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	7.0	6.2	39.7	3.7	34.5	31.4
Incr Delay (d2), s/veh	0.4	0.3	10.5	0.0	5.8	0.5
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.6	1.0	1.1	1.1	4.4	1.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	7.4	6.5	50.1	3.7	40.2	31.9
LnGrp LOS	A	A	D	A	D	C
Approach Vol, veh/h	846			576	263	
Approach Delay, s/veh	7.2			7.4	38.5	
Approach LOS	A			A	D	

Timer - Assigned Phs	1	2		4		6
Phs Duration (G+Y+Rc), s	7.7	59.0		16.9		66.7
Change Period (Y+Rc), s	4.5	6.0		4.5		6.0
Max Green Setting (Gmax), s	14.5	53.0		37.5		72.0
Max Q Clear Time (g_c+I1), s	4.1	9.7		11.6		6.1
Green Ext Time (p_c), s	0.0	6.4		0.8		4.2

Intersection Summary	
HCM 7th Control Delay, s/veh	12.2
HCM 7th LOS	B

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	12	268	0	0	156	1	0	0	0	1	0	13
Future Vol, veh/h	12	268	0	0	156	1	0	0	0	1	0	13
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	13	298	0	0	173	1	0	0	0	1	0	14

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	174	0	0	298	0	0	498	499	298	498	498	174
Stage 1	-	-	-	-	-	-	324	324	-	174	174	-
Stage 2	-	-	-	-	-	-	173	174	-	324	324	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1402	-	-	1263	-	-	483	473	742	482	474	870
Stage 1	-	-	-	-	-	-	688	649	-	828	755	-
Stage 2	-	-	-	-	-	-	829	755	-	688	649	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1402	-	-	1263	-	-	470	469	742	478	469	870
Mov Cap-2 Maneuver	-	-	-	-	-	-	470	469	-	478	469	-
Stage 1	-	-	-	-	-	-	681	643	-	828	755	-
Stage 2	-	-	-	-	-	-	815	755	-	681	643	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.33	0	0	9.45
HCM LOS			A	A

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	-	-	1402	-	-	1263	-	-	478	870
HCM Lane V/C Ratio	-	-	0.01	-	-	-	-	-	0.002	0.017
HCM Control Delay (s/veh)	0	0	7.6	-	-	0	-	-	12.6	9.2
HCM Lane LOS	A	A	A	-	-	A	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0	-	-	0	-	-	0	0.1

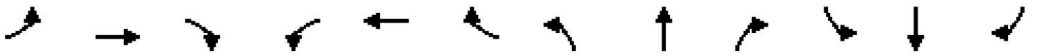
Appendix C

Nevada Pacific Parkway / US 50A intersection
Preliminary Plan Layouts

LUMOS & ASSOCIATES
999 SANDHILL ROAD, SUITE 100
RENO, NEVADA 89521
TEL: 775.829.2311
WWW.LUMOSINC.COM
INFO@LUMOSINC.COM
M4 NEW FENLEY GOZB, LLC.
NEVADA PACIFIC PARKWAY
ROADWAY EXTENSION
STRIPING PLAN
FERNLEY
LYON
NEVADA
PRELIMINARY
NOT FOR CONSTRUCTION
AUGUST 2024
REV
DATE
DESCRIPTION
BY
BAR IS 1 INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY
C2.3
DRAWN BY: CV/JNAC
DESIGNED BY: CVJ
CHECKED BY: CAB
JOB NO.: 10067.031
KEY MAP
NEWLANDS DR
GAVIN RD
NEVADA PACIFIC PARKWAY
US Hwy 50
MATCH
(STA. 104+75)
LINE
SEE SHT. C2.4
8' SHOULDER
12' TRAVEL LANE
LANE WIDTH VARIES
EXISTING STRIPING (TYP.)
THERMOPLASTIC WHITE DIRECTIONAL ARROW (TYP.)
LINE
SEE SHT. C2.6
MATCH
(STA. 5+00)
NEVADA PACIFIC PARKWAY
US HIGHWAY 50 ALT
(EXISTING/PUBLIC)
NEVADA PACIFIC PARKWAY
(PROPOSED/PUBLIC)
4' SHOULDER
MATCH
(STA. 100+25)
LINE
SEE SHT. C2.2
N
0
20'
40'
22x34 SHEETS 1" = 20'
11x17 SHEETS 1" = 40'
L:\LAP\J\10067.031 - NV Pacific Pkwy Ext. RNGE Grant Project\DWG\Sheets\10067031 - STRIPING PLAN.dwg,C2.3,
08/30/2024 04:24 pm cgaynes

Appendix D

Opening Year and Future Year LOS Calculations



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	263	325	110	90	422	334	235	129	91	189	64	94
Future Volume (veh/h)	263	325	110	90	422	334	235	129	91	189	64	94
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1781	1781	1781	1781	1870	1781	1870	1781	1870	1870	1870
Adj Flow Rate, veh/h	296	378	128	105	491	0	273	145	106	212	72	0
Peak Hour Factor	0.89	0.86	0.86	0.86	0.86	0.89	0.86	0.89	0.86	0.89	0.89	0.89
Percent Heavy Veh, %	2	8	8	8	8	2	8	2	8	2	2	2
Cap, veh/h	400	1672	746	134	1548		369	204	165	304	159	
Arrive On Green	0.12	0.49	0.49	0.08	0.46	0.00	0.11	0.11	0.11	0.09	0.09	0.00
Sat Flow, veh/h	3456	3385	1510	1697	3385	1585	3291	1870	1510	3456	1870	1585
Grp Volume(v), veh/h	296	378	128	105	491	0	273	145	106	212	72	0
Grp Sat Flow(s),veh/h/ln	1728	1692	1510	1697	1692	1585	1646	1870	1510	1728	1870	1585
Q Serve(g_s), s	7.0	5.4	4.0	5.2	7.8	0.0	6.8	6.4	5.7	5.1	3.1	0.0
Cycle Q Clear(g_c), s	7.0	5.4	4.0	5.2	7.8	0.0	6.8	6.4	5.7	5.1	3.1	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	400	1672	746	134	1548		369	204	165	304	159	
V/C Ratio(X)	0.74	0.23	0.17	0.78	0.32		0.74	0.71	0.64	0.70	0.45	
Avail Cap(c_a), veh/h	874	1672	746	389	1593		794	495	400	671	407	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	36.3	12.2	11.9	38.4	14.6	0.0	36.5	36.5	36.3	37.7	37.0	0.0
Incr Delay (d2), s/veh	2.7	0.3	0.5	9.5	0.1	0.0	2.9	4.5	4.1	2.9	2.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.1	2.0	1.4	2.5	2.9	0.0	2.8	3.1	2.3	2.2	1.5	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	39.0	12.6	12.4	47.9	14.8	0.0	39.4	41.0	40.4	40.5	39.0	0.0
LnGrp LOS	D	B	B	D	B		D	D	D	D	D	
Approach Vol, veh/h		802			596			524			284	
Approach Delay, s/veh		22.3			20.6			40.1			40.2	
Approach LOS		C			C			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	11.2	48.0	14.0	11.7	14.3	44.9	12.0	13.8
Change Period (Y+Rc), s	4.5	6.0	4.5	4.5	4.5	6.0	4.5	4.5
Max Green Setting (Gmax), s	19.5	42.0	20.5	18.5	21.5	40.0	16.5	22.5
Max Q Clear Time (g_c+I1), s	7.2	7.4	8.8	5.1	9.0	9.8	7.1	8.4
Green Ext Time (p_c), s	0.2	3.2	0.7	0.2	0.8	3.6	0.5	0.9

Intersection Summary	
HCM 7th Control Delay, s/veh	28.4
HCM 7th LOS	C

Notes

Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

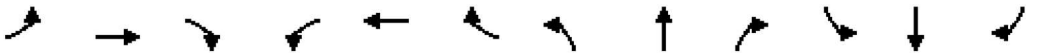
Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	18	154	0	0	228	3	0	0	0	6	0	14
Future Vol, veh/h	18	154	0	0	228	3	0	0	0	6	0	14
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	72	72	72	72	72	72	72	72	72	72	72	72
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	25	214	0	0	317	4	0	0	0	8	0	19

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	321	0	0	214	0	0	581	585	214	583	583	319
Stage 1	-	-	-	-	-	-	264	264	-	319	319	-
Stage 2	-	-	-	-	-	-	317	321	-	264	264	-
Critical Hdwy	4.15	-	-	4.15	-	-	7.15	6.55	6.25	7.15	6.55	6.25
Critical Hdwy Stg 1	-	-	-	-	-	-	6.15	5.55	-	6.15	5.55	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.15	5.55	-	6.15	5.55	-
Follow-up Hdwy	2.245	-	-	2.245	-	-	3.545	4.045	3.345	3.545	4.045	3.345
Pot Cap-1 Maneuver	1222	-	-	1339	-	-	421	419	819	420	420	715
Stage 1	-	-	-	-	-	-	735	685	-	686	648	-
Stage 2	-	-	-	-	-	-	688	646	-	735	685	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1222	-	-	1339	-	-	401	410	819	411	412	715
Mov Cap-2 Maneuver	-	-	-	-	-	-	401	410	-	411	412	-
Stage 1	-	-	-	-	-	-	720	671	-	686	648	-
Stage 2	-	-	-	-	-	-	669	646	-	720	671	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.84	0	0	11.31
HCM LOS			A	B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	-	-	1222	-	-	1339	-	-	411	715
HCM Lane V/C Ratio	-	-	0.02	-	-	-	-	-	0.02	0.027
HCM Control Delay (s/veh)	0	0	8	-	-	0	-	-	13.9	10.2
HCM Lane LOS	A	A	A	-	-	A	-	-	B	B
HCM 95th %tile Q(veh)	-	-	0.1	-	-	0	-	-	0.1	0.1



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	109	617	112	110	420	250	187	101	108	397	95	257
Future Volume (veh/h)	109	617	112	110	420	250	187	101	108	397	95	257
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1841	1841	1841	1841	1870	1841	1870	1841	1870	1870	1870
Adj Flow Rate, veh/h	122	649	118	116	442	0	197	113	114	446	107	0
Peak Hour Factor	0.89	0.95	0.95	0.95	0.95	0.89	0.95	0.89	0.95	0.89	0.89	0.89
Percent Heavy Veh, %	2	4	4	4	4	2	4	2	4	2	2	2
Cap, veh/h	193	1490	665	148	1590		282	191	159	564	340	
Arrive On Green	0.06	0.43	0.43	0.08	0.45	0.00	0.08	0.10	0.10	0.16	0.18	0.00
Sat Flow, veh/h	3456	3497	1560	1753	3497	1585	3401	1870	1560	3456	1870	1585
Grp Volume(v), veh/h	122	649	118	116	442	0	197	113	114	446	107	0
Grp Sat Flow(s),veh/h/ln	1728	1749	1560	1753	1749	1585	1700	1870	1560	1728	1870	1585
Q Serve(g_s), s	3.0	11.4	4.1	5.6	6.9	0.0	4.9	5.0	6.1	10.8	4.3	0.0
Cycle Q Clear(g_c), s	3.0	11.4	4.1	5.6	6.9	0.0	4.9	5.0	6.1	10.8	4.3	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	193	1490	665	148	1590		282	191	159	564	340	
V/C Ratio(X)	0.63	0.44	0.18	0.78	0.28		0.70	0.59	0.72	0.79	0.31	
Avail Cap(c_a), veh/h	378	1490	665	353	1812		568	420	350	1054	678	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	40.1	17.6	15.5	39.0	14.8	0.0	38.8	37.3	37.8	34.9	30.8	0.0
Incr Delay (d2), s/veh	3.4	0.9	0.6	8.7	0.1	0.0	3.1	2.9	5.9	2.6	0.5	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.3	4.6	1.5	2.7	2.6	0.0	2.1	2.4	2.6	4.6	2.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	43.5	18.5	16.1	47.7	14.9	0.0	41.9	40.2	43.7	37.5	31.3	0.0
LnGrp LOS	D	B	B	D	B		D	D	D	D	C	
Approach Vol, veh/h		889			558			424			553	
Approach Delay, s/veh		21.6			21.7			41.9			36.3	
Approach LOS		C			C			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	11.8	43.0	11.7	20.3	9.4	45.5	18.7	13.3
Change Period (Y+Rc), s	4.5	6.0	4.5	4.5	4.5	6.0	4.5	4.5
Max Green Setting (Gmax), s	17.5	37.0	14.5	31.5	9.5	45.0	26.5	19.5
Max Q Clear Time (g_c+I1), s	7.6	13.4	6.9	6.3	5.0	8.9	12.8	8.1
Green Ext Time (p_c), s	0.2	5.1	0.4	0.5	0.1	3.3	1.4	0.7

Intersection Summary	
HCM 7th Control Delay, s/veh	28.5
HCM 7th LOS	C

Notes

Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	12	305	0	0	174	1	0	0	0	1	0	14
Future Vol, veh/h	12	305	0	0	174	1	0	0	0	1	0	14
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	13	339	0	0	193	1	0	0	0	1	0	16

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	194	0	0	339	0	0	559	560	339	559	559	194
Stage 1	-	-	-	-	-	-	366	366	-	194	194	-
Stage 2	-	-	-	-	-	-	193	194	-	366	366	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1379	-	-	1220	-	-	440	437	703	439	437	848
Stage 1	-	-	-	-	-	-	654	623	-	808	740	-
Stage 2	-	-	-	-	-	-	808	740	-	654	623	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1379	-	-	1220	-	-	427	433	703	435	433	848
Mov Cap-2 Maneuver	-	-	-	-	-	-	427	433	-	435	433	-
Stage 1	-	-	-	-	-	-	647	617	-	808	740	-
Stage 2	-	-	-	-	-	-	794	740	-	647	617	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.29	0	0	9.59
HCM LOS			A	A

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	-	-	1379	-	-	1220	-	-	435	848
HCM Lane V/C Ratio	-	-	0.01	-	-	-	-	-	0.003	0.018
HCM Control Delay (s/veh)	0	0	7.6	-	-	0	-	-	13.3	9.3
HCM Lane LOS	A	A	A	-	-	A	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0	-	-	0	-	-	0	0.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	630	466	156	105	494	703	306	187	114	322	91	189
Future Volume (veh/h)	630	466	156	105	494	703	306	187	114	322	91	189
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1781	1781	1781	1781	1870	1781	1870	1781	1870	1870	1870
Adj Flow Rate, veh/h	708	542	181	122	574	0	356	210	133	362	102	0
Peak Hour Factor	0.89	0.86	0.86	0.86	0.86	0.89	0.86	0.89	0.86	0.89	0.89	0.89
Percent Heavy Veh, %	2	8	8	8	8	2	8	2	8	2	2	2
Cap, veh/h	776	1613	719	150	1151		421	250	202	422	240	
Arrive On Green	0.22	0.48	0.48	0.09	0.34	0.00	0.13	0.13	0.13	0.12	0.13	0.00
Sat Flow, veh/h	3456	3385	1510	1697	3385	1585	3291	1870	1510	3456	1870	1585
Grp Volume(v), veh/h	708	542	181	122	574	0	356	210	133	362	102	0
Grp Sat Flow(s),veh/h/ln	1728	1692	1510	1697	1692	1585	1646	1870	1510	1728	1870	1585
Q Serve(g_s), s	21.7	10.8	7.8	7.7	14.7	0.0	11.5	11.9	9.1	11.2	5.5	0.0
Cycle Q Clear(g_c), s	21.7	10.8	7.8	7.7	14.7	0.0	11.5	11.9	9.1	11.2	5.5	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	776	1613	719	150	1151		421	250	202	422	240	
V/C Ratio(X)	0.91	0.34	0.25	0.82	0.50		0.85	0.84	0.66	0.86	0.43	
Avail Cap(c_a), veh/h	823	1613	719	261	1326		500	311	251	442	267	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	41.1	17.7	16.9	48.7	28.5	0.0	46.4	45.9	44.7	46.8	43.7	0.0
Incr Delay (d2), s/veh	13.9	0.6	0.8	10.2	0.3	0.0	11.1	15.2	4.4	14.9	1.2	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	10.6	4.3	2.8	3.7	5.9	0.0	5.3	6.6	3.6	5.7	2.6	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	55.0	18.3	17.8	58.9	28.8	0.0	57.5	61.1	49.1	61.7	44.9	0.0
LnGrp LOS	D	B	B	E	C		E	E	D	E	D	
Approach Vol, veh/h		1431			696			699			464	
Approach Delay, s/veh		36.4			34.1			57.0			58.0	
Approach LOS		D			C			E			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	14.1	57.8	18.4	18.4	28.9	43.0	17.8	19.0
Change Period (Y+Rc), s	4.5	6.0	4.5	4.5	4.5	6.0	4.5	4.5
Max Green Setting (Gmax), s	16.7	51.8	16.5	15.5	25.9	42.6	13.9	18.1
Max Q Clear Time (g_c+I1), s	9.7	12.8	13.5	7.5	23.7	16.7	13.2	13.9
Green Ext Time (p_c), s	0.2	4.9	0.4	0.2	0.7	4.2	0.1	0.6

Intersection Summary	
HCM 7th Control Delay, s/veh	43.3
HCM 7th LOS	D

Notes

Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

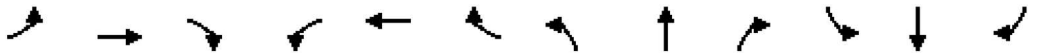
Intersection	
Int Delay, s/veh	1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	27	224	0	0	329	5	0	0	0	8	0	20
Future Vol, veh/h	27	224	0	0	329	5	0	0	0	8	0	20
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	72	72	72	72	72	72	72	72	72	72	72	72
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	38	311	0	0	457	7	0	0	0	11	0	28

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	464	0	0	311	0	0	843	850	311	847	847	460
Stage 1	-	-	-	-	-	-	386	386	-	460	460	-
Stage 2	-	-	-	-	-	-	457	464	-	386	386	-
Critical Hdwy	4.15	-	-	4.15	-	-	7.15	6.55	6.25	7.15	6.55	6.25
Critical Hdwy Stg 1	-	-	-	-	-	-	6.15	5.55	-	6.15	5.55	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.15	5.55	-	6.15	5.55	-
Follow-up Hdwy	2.245	-	-	2.245	-	-	3.545	4.045	3.345	3.545	4.045	3.345
Pot Cap-1 Maneuver	1082	-	-	1232	-	-	280	294	722	279	296	595
Stage 1	-	-	-	-	-	-	631	605	-	575	561	-
Stage 2	-	-	-	-	-	-	578	559	-	631	605	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1082	-	-	1232	-	-	258	284	722	269	285	595
Mov Cap-2 Maneuver	-	-	-	-	-	-	258	284	-	269	285	-
Stage 1	-	-	-	-	-	-	609	584	-	575	561	-
Stage 2	-	-	-	-	-	-	551	559	-	609	584	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.91	0	0	13.52
HCM LOS			A	B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	-	-	1082	-	-	1232	-	-	269	595
HCM Lane V/C Ratio	-	-	0.035	-	-	-	-	-	0.041	0.047
HCM Control Delay (s/veh)	0	0	8.4	-	-	0	-	-	19	11.3
HCM Lane LOS	A	A	A	-	-	A	-	-	C	B
HCM 95th %tile Q(veh)	-	-	0.1	-	-	0	-	-	0.1	0.1



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	292	717	154	119	560	482	235	134	139	761	132	577
Future Volume (veh/h)	292	717	154	119	560	482	235	134	139	761	132	577
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1841	1841	1841	1841	1870	1841	1870	1841	1870	1870	1870
Adj Flow Rate, veh/h	328	755	162	125	589	0	247	151	146	855	148	0
Peak Hour Factor	0.89	0.95	0.95	0.95	0.95	0.89	0.95	0.89	0.95	0.89	0.89	0.89
Percent Heavy Veh, %	2	4	4	4	4	2	4	2	4	2	2	2
Cap, veh/h	402	1102	491	154	1002		317	223	186	980	579	
Arrive On Green	0.12	0.31	0.31	0.09	0.29	0.00	0.09	0.12	0.12	0.28	0.31	0.00
Sat Flow, veh/h	3456	3497	1560	1753	3497	1585	3401	1870	1560	3456	1870	1585
Grp Volume(v), veh/h	328	755	162	125	589	0	247	151	146	855	148	0
Grp Sat Flow(s),veh/h/ln	1728	1749	1560	1753	1749	1585	1700	1870	1560	1728	1870	1585
Q Serve(g_s), s	9.3	18.9	8.0	7.0	14.5	0.0	7.1	7.8	9.1	23.6	6.0	0.0
Cycle Q Clear(g_c), s	9.3	18.9	8.0	7.0	14.5	0.0	7.1	7.8	9.1	23.6	6.0	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	402	1102	491	154	1002		317	223	186	980	579	
V/C Ratio(X)	0.82	0.69	0.33	0.81	0.59		0.78	0.68	0.79	0.87	0.26	
Avail Cap(c_a), veh/h	499	1102	491	201	1002		403	367	306	1299	848	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	43.3	30.0	26.3	44.9	30.7	0.0	44.5	42.3	42.9	34.2	26.0	0.0
Incr Delay (d2), s/veh	8.3	3.5	1.8	17.1	0.9	0.0	7.4	3.6	7.1	5.3	0.2	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.4	8.3	3.2	3.8	6.1	0.0	3.3	3.8	3.9	10.4	2.7	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	51.6	33.5	28.1	62.0	31.6	0.0	51.8	45.9	50.1	39.5	26.2	0.0
LnGrp LOS	D	C	C	E	C		D	D	D	D	C	
Approach Vol, veh/h		1245			714			544			1003	
Approach Delay, s/veh		37.6			36.9			49.7			37.6	
Approach LOS		D			D			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	13.3	37.6	13.8	35.6	16.2	34.7	33.0	16.5
Change Period (Y+Rc), s	4.5	6.0	4.5	4.5	4.5	6.0	4.5	4.5
Max Green Setting (Gmax), s	11.5	31.6	11.9	45.5	14.5	28.6	37.7	19.7
Max Q Clear Time (g_c+I1), s	9.0	20.9	9.1	8.0	11.3	16.5	25.6	11.1
Green Ext Time (p_c), s	0.1	4.3	0.2	0.9	0.4	3.2	2.8	0.8

Intersection Summary	
HCM 7th Control Delay, s/veh	39.3
HCM 7th LOS	D

Notes

Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	18	439	0	0	252	2	0	0	0	2	0	20
Future Vol, veh/h	18	439	0	0	252	2	0	0	0	2	0	20
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	20	488	0	0	280	2	0	0	0	2	0	22

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	282	0	0	488	0	0	808	810	488	809	809	281
Stage 1	-	-	-	-	-	-	528	528	-	281	281	-
Stage 2	-	-	-	-	-	-	280	282	-	528	528	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1280	-	-	1075	-	-	299	314	580	299	314	758
Stage 1	-	-	-	-	-	-	534	528	-	726	678	-
Stage 2	-	-	-	-	-	-	727	678	-	534	528	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1280	-	-	1075	-	-	286	309	580	294	309	758
Mov Cap-2 Maneuver	-	-	-	-	-	-	286	309	-	294	309	-
Stage 1	-	-	-	-	-	-	526	520	-	726	678	-
Stage 2	-	-	-	-	-	-	705	678	-	526	520	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.31	0	0	10.57
HCM LOS			A	B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	-	-	1280	-	-	1075	-	-	294	758
HCM Lane V/C Ratio	-	-	0.016	-	-	-	-	-	0.008	0.029
HCM Control Delay (s/veh)	0	0	7.9	-	-	0	-	-	17.3	9.9
HCM Lane LOS	A	A	A	-	-	A	-	-	C	A
HCM 95th %tile Q(veh)	-	-	0	-	-	0	-	-	0	0.1

Appendix E

Opening Year Plus Project and Future Year Plus Project LOS Calculations

Intersection	
Int Delay, s/veh	4.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	59	164	0	0	256	14	0	0	0	36	0	136
Future Vol, veh/h	59	164	0	0	256	14	0	0	0	36	0	136
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	72	72	72	72	72	72	72	72	72	72	72	72
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	82	228	0	0	356	19	0	0	0	50	0	189

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	375	0	0	228	0	0	747	767	228	757	757	365
Stage 1	-	-	-	-	-	-	392	392	-	365	365	-
Stage 2	-	-	-	-	-	-	356	375	-	392	392	-
Critical Hdwy	4.15	-	-	4.15	-	-	7.15	6.55	6.25	7.15	6.55	6.25
Critical Hdwy Stg 1	-	-	-	-	-	-	6.15	5.55	-	6.15	5.55	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.15	5.55	-	6.15	5.55	-
Follow-up Hdwy	2.245	-	-	2.245	-	-	3.545	4.045	3.345	3.545	4.045	3.345
Pot Cap-1 Maneuver	1167	-	-	1323	-	-	325	329	804	320	333	673
Stage 1	-	-	-	-	-	-	627	601	-	648	618	-
Stage 2	-	-	-	-	-	-	656	612	-	627	601	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1167	-	-	1323	-	-	218	306	804	298	310	673
Mov Cap-2 Maneuver	-	-	-	-	-	-	218	306	-	298	310	-
Stage 1	-	-	-	-	-	-	583	559	-	648	618	-
Stage 2	-	-	-	-	-	-	472	612	-	583	559	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	2.2	0	0	13.9
HCM LOS			A	B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	-	-	1167	-	-	1323	-	-	298	673
HCM Lane V/C Ratio	-	-	0.07	-	-	-	-	-	0.168	0.281
HCM Control Delay (s/veh)	0	0	8.3	-	-	0	-	-	19.5	12.4
HCM Lane LOS	A	A	A	-	-	A	-	-	C	B
HCM 95th %tile Q(veh)	-	-	0.2	-	-	0	-	-	0.6	1.1

Intersection	
Int Delay, s/veh	0.9

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	190	10	2	241	29	7
Future Vol, veh/h	190	10	2	241	29	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	0	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	72	72	72	72	72	72
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	264	14	3	335	40	10

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	278	0	611	271
Stage 1	-	-	-	-	271	-
Stage 2	-	-	-	-	340	-
Critical Hdwy	-	-	4.15	-	6.45	6.25
Critical Hdwy Stg 1	-	-	-	-	5.45	-
Critical Hdwy Stg 2	-	-	-	-	5.45	-
Follow-up Hdwy	-	-	2.245	-	3.545	3.345
Pot Cap-1 Maneuver	-	-	1268	-	452	761
Stage 1	-	-	-	-	768	-
Stage 2	-	-	-	-	714	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1268	-	451	761
Mov Cap-2 Maneuver	-	-	-	-	542	-
Stage 1	-	-	-	-	768	-
Stage 2	-	-	-	-	712	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0.06	11.86
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	575	-	-	1268	-
HCM Lane V/C Ratio	0.087	-	-	0.002	-
HCM Control Delay (s/veh)	11.9	-	-	7.8	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.3	-	-	0	-

Intersection	
Int Delay, s/veh	3.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	150	337	0	0	193	36	0	0	0	21	0	95
Future Vol, veh/h	150	337	0	0	193	36	0	0	0	21	0	95
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	167	374	0	0	214	40	0	0	0	23	0	106

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	254	0	0	374	0	0	922	962	374	942	942	234
Stage 1	-	-	-	-	-	-	708	708	-	234	234	-
Stage 2	-	-	-	-	-	-	214	254	-	708	708	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1311	-	-	1184	-	-	251	256	672	243	263	805
Stage 1	-	-	-	-	-	-	426	438	-	769	711	-
Stage 2	-	-	-	-	-	-	788	697	-	426	438	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1311	-	-	1184	-	-	190	223	672	212	229	805
Mov Cap-2 Maneuver	-	-	-	-	-	-	190	223	-	212	229	-
Stage 1	-	-	-	-	-	-	371	382	-	769	711	-
Stage 2	-	-	-	-	-	-	684	697	-	371	382	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	2.51	0	0	12.67
HCM LOS			A	B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	-	-	1311	-	-	1184	-	-	212	805
HCM Lane V/C Ratio	-	-	0.127	-	-	-	-	-	0.11	0.131
HCM Control Delay (s/veh)	0	0	8.1	-	-	0	-	-	24.1	10.1
HCM Lane LOS	A	A	A	-	-	A	-	-	C	B
HCM 95th %tile Q(veh)	-	-	0.4	-	-	0	-	-	0.4	0.5

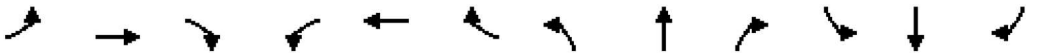
Intersection	
Int Delay, s/veh	0.6

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	326	32	8	210	19	5
Future Vol, veh/h	326	32	8	210	19	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	0	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	362	36	9	233	21	6

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	398	0	631	380
Stage 1	-	-	-	-	380	-
Stage 2	-	-	-	-	251	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1161	-	445	667
Stage 1	-	-	-	-	691	-
Stage 2	-	-	-	-	791	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1161	-	442	667
Mov Cap-2 Maneuver	-	-	-	-	535	-
Stage 1	-	-	-	-	691	-
Stage 2	-	-	-	-	785	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0.3	11.78
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	558	-	-	1161	-
HCM Lane V/C Ratio	0.048	-	-	0.008	-
HCM Control Delay (s/veh)	11.8	-	-	8.1	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.2	-	-	0	-



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	263	352	110	90	503	415	235	129	91	216	64	94
Future Volume (veh/h)	263	352	110	90	503	415	235	129	91	216	64	94
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1781	1781	1781	1781	1870	1781	1870	1781	1870	1870	1870
Adj Flow Rate, veh/h	296	409	128	105	585	0	273	145	106	243	72	0
Peak Hour Factor	0.89	0.86	0.86	0.86	0.86	0.89	0.86	0.89	0.86	0.89	0.89	0.89
Percent Heavy Veh, %	2	8	8	8	8	2	8	2	8	2	2	2
Cap, veh/h	399	1652	737	134	1529		368	204	164	336	177	
Arrive On Green	0.12	0.49	0.49	0.08	0.45	0.00	0.11	0.11	0.11	0.10	0.09	0.00
Sat Flow, veh/h	3456	3385	1510	1697	3385	1585	3291	1870	1510	3456	1870	1585
Grp Volume(v), veh/h	296	409	128	105	585	0	273	145	106	243	72	0
Grp Sat Flow(s),veh/h/ln	1728	1692	1510	1697	1692	1585	1646	1870	1510	1728	1870	1585
Q Serve(g_s), s	7.1	6.1	4.1	5.2	9.9	0.0	6.9	6.4	5.8	5.9	3.1	0.0
Cycle Q Clear(g_c), s	7.1	6.1	4.1	5.2	9.9	0.0	6.9	6.4	5.8	5.9	3.1	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	399	1652	737	134	1529		368	204	164	336	177	
V/C Ratio(X)	0.74	0.25	0.17	0.78	0.38		0.74	0.71	0.64	0.72	0.41	
Avail Cap(c_a), veh/h	863	1652	737	384	1573		784	489	395	663	402	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	36.8	12.8	12.3	38.9	15.6	0.0	37.0	37.0	36.7	37.7	36.7	0.0
Incr Delay (d2), s/veh	2.7	0.4	0.5	9.5	0.2	0.0	3.0	4.6	4.2	2.9	1.5	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.1	2.3	1.4	2.5	3.6	0.0	2.9	3.1	2.3	2.6	1.5	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	39.5	13.2	12.8	48.4	15.8	0.0	40.0	41.6	40.9	40.7	38.2	0.0
LnGrp LOS	D	B	B	D	B		D	D	D	D	D	
Approach Vol, veh/h		833			690			524			315	
Approach Delay, s/veh		22.5			20.8			40.6			40.1	
Approach LOS		C			C			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	11.3	48.0	14.1	12.6	14.4	44.9	12.9	13.9
Change Period (Y+Rc), s	4.5	6.0	4.5	4.5	4.5	6.0	4.5	4.5
Max Green Setting (Gmax), s	19.5	42.0	20.5	18.5	21.5	40.0	16.5	22.5
Max Q Clear Time (g_c+I1), s	7.2	8.1	8.9	5.1	9.1	11.9	7.9	8.4
Green Ext Time (p_c), s	0.2	3.4	0.7	0.2	0.8	4.3	0.5	0.9

Intersection Summary	
HCM 7th Control Delay, s/veh	28.4
HCM 7th LOS	C

Notes

Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Intersection	
Int Delay, s/veh	12

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	576	82	16	0	238	46
Future Vol, veh/h	576	82	16	0	238	46
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	300	700	-	0	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	86	86	86	86	86	86
Heavy Vehicles, %	8	8	8	8	8	8
Mvmt Flow	670	95	19	0	277	53

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	765	0	707	335
Stage 1	-	-	-	-	670	-
Stage 2	-	-	-	-	37	-
Critical Hdwy	-	-	4.26	-	6.96	7.06
Critical Hdwy Stg 1	-	-	-	-	5.96	-
Critical Hdwy Stg 2	-	-	-	-	5.96	-
Follow-up Hdwy	-	-	2.28	-	3.58	3.38
Pot Cap-1 Maneuver	-	-	806	-	357	644
Stage 1	-	-	-	-	454	-
Stage 2	-	-	-	-	963	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	806	-	349	644
Mov Cap-2 Maneuver	-	-	-	-	349	-
Stage 1	-	-	-	-	454	-
Stage 2	-	-	-	-	941	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	9.57	39.79
HCM LOS			E

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	349	644	-	-	806	-
HCM Lane V/C Ratio	0.794	0.083	-	-	0.023	-
HCM Control Delay (s/veh)	45.3	11.1	-	-	9.6	-
HCM Lane LOS	E	B	-	-	A	-
HCM 95th %tile Q(veh)	6.6	0.3	-	-	0.1	-

Intersection	
Int Delay, s/veh	6.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	104	90	4	2	239	68	12	41	6	28	27	73
Future Vol, veh/h	104	90	4	2	239	68	12	41	6	28	27	73
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	72	72	72	72	72	72	72	72	72	72	72	72
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	144	125	6	3	332	94	17	57	8	39	38	101

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	426	0	0	131	0	0	773	849	128	827	804	379
Stage 1	-	-	-	-	-	-	417	417	-	385	385	-
Stage 2	-	-	-	-	-	-	356	432	-	442	419	-
Critical Hdwy	4.15	-	-	4.15	-	-	7.15	6.55	6.25	7.15	6.55	6.25
Critical Hdwy Stg 1	-	-	-	-	-	-	6.15	5.55	-	6.15	5.55	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.15	5.55	-	6.15	5.55	-
Follow-up Hdwy	2.245	-	-	2.245	-	-	3.545	4.045	3.345	3.545	4.045	3.345
Pot Cap-1 Maneuver	1117	-	-	1436	-	-	312	295	914	287	313	661
Stage 1	-	-	-	-	-	-	608	586	-	632	606	-
Stage 2	-	-	-	-	-	-	655	577	-	588	585	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1117	-	-	1436	-	-	202	256	914	198	272	661
Mov Cap-2 Maneuver	-	-	-	-	-	-	202	256	-	198	272	-
Stage 1	-	-	-	-	-	-	529	510	-	631	605	-
Stage 2	-	-	-	-	-	-	519	576	-	451	509	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	4.57	0.05	22.14	18.23
HCM LOS			C	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	202	282	1117	-	-	1436	-	-	198	477
HCM Lane V/C Ratio	0.083	0.231	0.129	-	-	0.002	-	-	0.196	0.291
HCM Control Delay (s/veh)	24.4	21.6	8.7	-	-	7.5	-	-	27.6	15.6
HCM Lane LOS	C	C	A	-	-	A	-	-	D	C
HCM 95th %tile Q(veh)	0.3	0.9	0.4	-	-	0	-	-	0.7	1.2

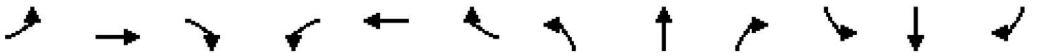
Intersection	
Int Delay, s/veh	1.6

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	120	4	2	257	53	6
Future Vol, veh/h	120	4	2	257	53	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	0	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	72	72	72	72	72	72
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	167	6	3	357	74	8

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	172	0	532	169
Stage 1	-	-	-	-	169	-
Stage 2	-	-	-	-	363	-
Critical Hdwy	-	-	4.15	-	6.45	6.25
Critical Hdwy Stg 1	-	-	-	-	5.45	-
Critical Hdwy Stg 2	-	-	-	-	5.45	-
Follow-up Hdwy	-	-	2.245	-	3.545	3.345
Pot Cap-1 Maneuver	-	-	1387	-	503	867
Stage 1	-	-	-	-	853	-
Stage 2	-	-	-	-	698	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1387	-	502	867
Mov Cap-2 Maneuver	-	-	-	-	572	-
Stage 1	-	-	-	-	853	-
Stage 2	-	-	-	-	696	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0.06	12.04
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	593	-	-	1387	-
HCM Lane V/C Ratio	0.138	-	-	0.002	-
HCM Control Delay (s/veh)	12	-	-	7.6	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.5	-	-	0	-



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	109	708	112	110	474	304	187	101	108	488	95	257
Future Volume (veh/h)	109	708	112	110	474	304	187	101	108	488	95	257
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1841	1841	1841	1841	1870	1841	1870	1841	1870	1870	1870
Adj Flow Rate, veh/h	122	745	118	116	499	0	197	113	114	548	107	0
Peak Hour Factor	0.89	0.95	0.95	0.95	0.95	0.89	0.95	0.89	0.95	0.89	0.89	0.89
Percent Heavy Veh, %	2	4	4	4	4	2	4	2	4	2	2	2
Cap, veh/h	191	1428	637	147	1529		279	188	157	663	394	
Arrive On Green	0.06	0.41	0.41	0.08	0.44	0.00	0.08	0.10	0.10	0.19	0.21	0.00
Sat Flow, veh/h	3456	3497	1560	1753	3497	1585	3401	1870	1560	3456	1870	1585
Grp Volume(v), veh/h	122	745	118	116	499	0	197	113	114	548	107	0
Grp Sat Flow(s),veh/h/ln	1728	1749	1560	1753	1749	1585	1700	1870	1560	1728	1870	1585
Q Serve(g_s), s	3.1	14.5	4.4	5.9	8.5	0.0	5.1	5.2	6.4	13.8	4.3	0.0
Cycle Q Clear(g_c), s	3.1	14.5	4.4	5.9	8.5	0.0	5.1	5.2	6.4	13.8	4.3	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	191	1428	637	147	1529		279	188	157	663	394	
V/C Ratio(X)	0.64	0.52	0.19	0.79	0.33		0.71	0.60	0.73	0.83	0.27	
Avail Cap(c_a), veh/h	362	1428	637	338	1736		544	402	336	1010	650	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	41.9	20.2	17.2	40.7	16.8	0.0	40.5	39.0	39.6	35.2	30.0	0.0
Incr Delay (d2), s/veh	3.5	1.4	0.6	8.9	0.1	0.0	3.3	3.1	6.3	3.5	0.4	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.4	6.0	1.6	2.9	3.3	0.0	2.2	2.5	2.7	6.0	2.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	45.5	21.5	17.8	49.6	16.9	0.0	43.8	42.1	45.8	38.7	30.3	0.0
LnGrp LOS	D	C	B	D	B		D	D	D	D	C	
Approach Vol, veh/h		985			615			424			655	
Approach Delay, s/veh		24.1			23.1			43.9			37.3	
Approach LOS		C			C			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.1	43.0	11.9	23.6	9.5	45.6	21.9	13.6
Change Period (Y+Rc), s	4.5	6.0	4.5	4.5	4.5	6.0	4.5	4.5
Max Green Setting (Gmax), s	17.5	37.0	14.5	31.5	9.5	45.0	26.5	19.5
Max Q Clear Time (g_c+I1), s	7.9	16.5	7.1	6.3	5.1	10.5	15.8	8.4
Green Ext Time (p_c), s	0.2	5.7	0.4	0.5	0.1	3.7	1.6	0.7

Intersection Summary	
HCM 7th Control Delay, s/veh	30.2
HCM 7th LOS	C

Notes

Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Intersection	
Int Delay, s/veh	15.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1051	253	48	0	154	29
Future Vol, veh/h	1051	253	48	0	154	29
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	300	700	-	0	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	4	4	4	4	4	4
Mvmt Flow	1106	266	51	0	162	31

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1373	0	1207	553
Stage 1	-	-	-	-	1106	-
Stage 2	-	-	-	-	101	-
Critical Hdwy	-	-	4.18	-	6.88	6.98
Critical Hdwy Stg 1	-	-	-	-	5.88	-
Critical Hdwy Stg 2	-	-	-	-	5.88	-
Follow-up Hdwy	-	-	2.24	-	3.54	3.34
Pot Cap-1 Maneuver	-	-	486	-	173	471
Stage 1	-	-	-	-	274	-
Stage 2	-	-	-	-	906	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	486	-	~ 155	471
Mov Cap-2 Maneuver	-	-	-	-	~ 155	-
Stage 1	-	-	-	-	274	-
Stage 2	-	-	-	-	812	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	13.27	123.12
HCM LOS			F

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	155	471	-	-	486	-
HCM Lane V/C Ratio	1.046	0.065	-	-	0.104	-
HCM Control Delay (s/veh)	143.8	13.2	-	-	13.3	-
HCM Lane LOS	F	B	-	-	B	-
HCM 95th %tile Q(veh)	8.3	0.2	-	-	0.3	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	6.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	92	273	13	7	182	58	8	28	4	29	92	104
Future Vol, veh/h	92	273	13	7	182	58	8	28	4	29	92	104
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	102	303	14	8	202	64	9	31	4	32	102	116

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	267	0	0	318	0	0	784	797	311	773	772	234
Stage 1	-	-	-	-	-	-	515	515	-	250	250	-
Stage 2	-	-	-	-	-	-	269	282	-	523	522	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1297	-	-	1242	-	-	311	319	730	316	330	805
Stage 1	-	-	-	-	-	-	543	535	-	754	700	-
Stage 2	-	-	-	-	-	-	737	678	-	537	531	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1297	-	-	1242	-	-	166	292	730	259	302	805
Mov Cap-2 Maneuver	-	-	-	-	-	-	166	292	-	259	302	-
Stage 1	-	-	-	-	-	-	500	493	-	749	695	-
Stage 2	-	-	-	-	-	-	535	673	-	461	489	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	1.95	0.22	19.85	20.24
HCM LOS			C	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	166	316	1297	-	-	1242	-	-	259	452
HCM Lane V/C Ratio	0.054	0.113	0.079	-	-	0.006	-	-	0.124	0.482
HCM Control Delay (s/veh)	27.9	17.8	8	-	-	7.9	-	-	20.9	20.2
HCM Lane LOS	D	C	A	-	-	A	-	-	C	C
HCM 95th %tile Q(veh)	0.2	0.4	0.3	-	-	0	-	-	0.4	2.6

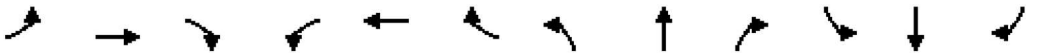
Intersection	
Int Delay, s/veh	0.9

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	292	13	7	210	36	4
Future Vol, veh/h	292	13	7	210	36	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	0	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	324	14	8	233	40	4

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	339	0	581	332
Stage 1	-	-	-	-	332	-
Stage 2	-	-	-	-	249	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1220	-	476	710
Stage 1	-	-	-	-	727	-
Stage 2	-	-	-	-	793	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1220	-	473	710
Mov Cap-2 Maneuver	-	-	-	-	560	-
Stage 1	-	-	-	-	727	-
Stage 2	-	-	-	-	787	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0.26	11.82
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	572	-	-	1220	-
HCM Lane V/C Ratio	0.078	-	-	0.006	-
HCM Control Delay (s/veh)	11.8	-	-	8	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.3	-	-	0	-



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	630	493	156	105	575	784	306	187	114	349	91	189
Future Volume (veh/h)	630	493	156	105	575	784	306	187	114	349	91	189
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1781	1781	1781	1781	1870	1781	1870	1781	1870	1870	1870
Adj Flow Rate, veh/h	708	573	181	122	669	0	356	210	133	392	102	0
Peak Hour Factor	0.89	0.86	0.86	0.86	0.86	0.89	0.86	0.89	0.86	0.89	0.89	0.89
Percent Heavy Veh, %	2	8	8	8	8	2	8	2	8	2	2	2
Cap, veh/h	775	1602	714	149	1141		420	250	202	439	249	
Arrive On Green	0.22	0.47	0.47	0.09	0.34	0.00	0.13	0.13	0.13	0.13	0.13	0.00
Sat Flow, veh/h	3456	3385	1510	1697	3385	1585	3291	1870	1510	3456	1870	1585
Grp Volume(v), veh/h	708	573	181	122	669	0	356	210	133	392	102	0
Grp Sat Flow(s),veh/h/ln	1728	1692	1510	1697	1692	1585	1646	1870	1510	1728	1870	1585
Q Serve(g_s), s	21.9	11.8	7.9	7.7	17.9	0.0	11.6	12.0	9.2	12.2	5.5	0.0
Cycle Q Clear(g_c), s	21.9	11.8	7.9	7.7	17.9	0.0	11.6	12.0	9.2	12.2	5.5	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	775	1602	714	149	1141		420	250	202	439	249	
V/C Ratio(X)	0.91	0.36	0.25	0.82	0.59		0.85	0.84	0.66	0.89	0.41	
Avail Cap(c_a), veh/h	818	1602	714	259	1317		496	309	250	439	265	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	41.4	18.3	17.3	49.0	30.0	0.0	46.7	46.3	45.1	47.0	43.5	0.0
Incr Delay (d2), s/veh	14.2	0.6	0.9	10.3	0.5	0.0	11.4	15.5	4.5	20.1	1.1	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	10.8	4.7	2.9	3.7	7.3	0.0	5.4	6.6	3.7	6.5	2.6	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	55.7	18.9	18.1	59.3	30.5	0.0	58.1	61.8	49.6	67.2	44.6	0.0
LnGrp LOS	E	B	B	E	C		E	E	D	E	D	
Approach Vol, veh/h		1462			791			699			494	
Approach Delay, s/veh		36.6			34.9			57.6			62.5	
Approach LOS		D			C			E			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	14.1	57.8	18.5	19.0	29.0	42.9	18.4	19.1
Change Period (Y+Rc), s	4.5	6.0	4.5	4.5	4.5	6.0	4.5	4.5
Max Green Setting (Gmax), s	16.7	51.8	16.5	15.5	25.9	42.6	13.9	18.1
Max Q Clear Time (g_c+I1), s	9.7	13.8	13.6	7.5	23.9	19.9	14.2	14.0
Green Ext Time (p_c), s	0.2	5.2	0.4	0.2	0.7	4.8	0.0	0.6

Intersection Summary	
HCM 7th Control Delay, s/veh	44.2
HCM 7th LOS	D

Notes

Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	874	82	16	1226	238	46
Future Volume (veh/h)	874	82	16	1226	238	46
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1781	1781	1781	1781	1781	1781
Adj Flow Rate, veh/h	1016	95	19	1426	277	53
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	8	8	8	8	8	8
Cap, veh/h	1829	816	316	1829	356	317
Arrive On Green	0.54	0.54	0.54	0.54	0.21	0.21
Sat Flow, veh/h	3474	1510	483	3474	1697	1510
Grp Volume(v), veh/h	1016	95	19	1426	277	53
Grp Sat Flow(s),veh/h/ln	1692	1510	483	1692	1697	1510
Q Serve(g_s), s	9.5	1.5	1.3	16.1	7.4	1.4
Cycle Q Clear(g_c), s	9.5	1.5	10.8	16.1	7.4	1.4
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1829	816	316	1829	356	317
V/C Ratio(X)	0.56	0.12	0.06	0.78	0.78	0.17
Avail Cap(c_a), veh/h	2113	942	356	2113	635	565
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	7.3	5.4	10.8	8.8	17.9	15.5
Incr Delay (d2), s/veh	0.3	0.1	0.1	1.7	3.7	0.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.4	0.3	0.1	4.4	2.9	0.4
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	7.5	5.5	10.9	10.5	21.6	15.8
LnGrp LOS	A	A	B	B	C	B
Approach Vol, veh/h	1111			1445	330	
Approach Delay, s/veh	7.3			10.5	20.7	
Approach LOS	A			B	C	

Timer - Assigned Phs	2	4	8
Phs Duration (G+Y+Rc), s	16.1	32.0	32.0
Change Period (Y+Rc), s	6.0	6.0	6.0
Max Green Setting (Gmax), s	18.0	30.0	30.0
Max Q Clear Time (g_c+I1), s	9.4	11.5	18.1
Green Ext Time (p_c), s	0.7	7.6	7.9

Intersection Summary	
HCM 7th Control Delay, s/veh	10.4
HCM 7th LOS	B

Intersection	
Int Delay, s/veh	8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	112	160	4	2	341	70	12	41	6	30	27	80
Future Vol, veh/h	112	160	4	2	341	70	12	41	6	30	27	80
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	72	72	72	72	72	72	72	72	72	72	72	72
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	156	222	6	3	474	97	17	57	8	42	38	111

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	571	0	0	228	0	0	1034	1113	225	1090	1067	522
Stage 1	-	-	-	-	-	-	536	536	-	528	528	-
Stage 2	-	-	-	-	-	-	498	576	-	562	539	-
Critical Hdwy	4.15	-	-	4.15	-	-	7.15	6.55	6.25	7.15	6.55	6.25
Critical Hdwy Stg 1	-	-	-	-	-	-	6.15	5.55	-	6.15	5.55	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.15	5.55	-	6.15	5.55	-
Follow-up Hdwy	2.245	-	-	2.245	-	-	3.545	4.045	3.345	3.545	4.045	3.345
Pot Cap-1 Maneuver	987	-	-	1323	-	-	208	206	807	190	219	549
Stage 1	-	-	-	-	-	-	523	518	-	529	523	-
Stage 2	-	-	-	-	-	-	549	497	-	506	517	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	987	-	-	1323	-	-	115	173	807	112	184	549
Mov Cap-2 Maneuver	-	-	-	-	-	-	115	173	-	112	184	-
Stage 1	-	-	-	-	-	-	441	437	-	527	522	-
Stage 2	-	-	-	-	-	-	405	496	-	367	435	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	3.79	0.04	34.78	28.75
HCM LOS			D	D

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	115	192	987	-	-	1323	-	-	112	366
HCM Lane V/C Ratio	0.145	0.339	0.158	-	-	0.002	-	-	0.372	0.406
HCM Control Delay (s/veh)	41.7	33	9.3	-	-	7.7	-	-	55	21.4
HCM Lane LOS	E	D	A	-	-	A	-	-	F	C
HCM 95th %tile Q(veh)	0.5	1.4	0.6	-	-	0	-	-	1.5	1.9

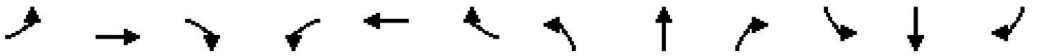
Intersection	
Int Delay, s/veh	1.4

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	192	4	2	360	53	6
Future Vol, veh/h	192	4	2	360	53	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	0	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	72	72	72	72	72	72
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	267	6	3	500	74	8

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	272	0	775	269
Stage 1	-	-	-	-	269	-
Stage 2	-	-	-	-	506	-
Critical Hdwy	-	-	4.15	-	6.45	6.25
Critical Hdwy Stg 1	-	-	-	-	5.45	-
Critical Hdwy Stg 2	-	-	-	-	5.45	-
Follow-up Hdwy	-	-	2.245	-	3.545	3.345
Pot Cap-1 Maneuver	-	-	1274	-	362	762
Stage 1	-	-	-	-	769	-
Stage 2	-	-	-	-	600	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1274	-	361	762
Mov Cap-2 Maneuver	-	-	-	-	467	-
Stage 1	-	-	-	-	769	-
Stage 2	-	-	-	-	598	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0.04	13.91
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	486	-	-	1274	-
HCM Lane V/C Ratio	0.169	-	-	0.002	-
HCM Control Delay (s/veh)	13.9	-	-	7.8	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.6	-	-	0	-



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	292	808	154	119	614	536	235	134	139	852	132	577
Future Volume (veh/h)	292	808	154	119	614	536	235	134	139	852	132	577
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1841	1841	1841	1841	1870	1841	1870	1841	1870	1870	1870
Adj Flow Rate, veh/h	328	851	162	125	646	0	247	151	146	957	148	0
Peak Hour Factor	0.89	0.95	0.95	0.95	0.95	0.89	0.95	0.89	0.95	0.89	0.89	0.89
Percent Heavy Veh, %	2	4	4	4	4	2	4	2	4	2	2	2
Cap, veh/h	395	1085	484	153	990		307	217	181	1058	620	
Arrive On Green	0.11	0.31	0.31	0.09	0.28	0.00	0.09	0.12	0.12	0.31	0.33	0.00
Sat Flow, veh/h	3456	3497	1560	1753	3497	1585	3401	1870	1560	3456	1870	1585
Grp Volume(v), veh/h	328	851	162	125	646	0	247	151	146	957	148	0
Grp Sat Flow(s),veh/h/ln	1728	1749	1560	1753	1749	1585	1700	1870	1560	1728	1870	1585
Q Serve(g_s), s	10.0	23.9	8.6	7.6	17.5	0.0	7.7	8.4	9.9	28.7	6.2	0.0
Cycle Q Clear(g_c), s	10.0	23.9	8.6	7.6	17.5	0.0	7.7	8.4	9.9	28.7	6.2	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	395	1085	484	153	990		307	217	181	1058	620	
V/C Ratio(X)	0.83	0.78	0.33	0.82	0.65		0.80	0.70	0.81	0.90	0.24	
Avail Cap(c_a), veh/h	464	1085	484	187	990		331	312	260	1200	780	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	46.8	33.9	28.7	48.5	34.0	0.0	48.2	45.9	46.5	35.9	26.2	0.0
Incr Delay (d2), s/veh	10.6	5.7	1.9	20.6	1.5	0.0	12.6	4.0	11.5	9.1	0.2	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.9	10.9	3.5	4.2	7.6	0.0	3.8	4.1	4.4	13.2	2.8	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	57.4	39.6	30.5	69.0	35.6	0.0	60.8	49.9	58.0	45.0	26.4	0.0
LnGrp LOS	E	D	C	E	D		E	D	E	D	C	
Approach Vol, veh/h		1341			771			544			1105	
Approach Delay, s/veh		42.9			41.0			57.0			42.5	
Approach LOS		D			D			E			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	13.9	39.5	14.3	40.3	16.8	36.6	37.5	17.0
Change Period (Y+Rc), s	4.5	6.0	4.5	4.5	4.5	6.0	4.5	4.5
Max Green Setting (Gmax), s	11.5	33.5	10.5	45.0	14.5	30.5	37.5	18.0
Max Q Clear Time (g_c+I1), s	9.6	25.9	9.7	8.2	12.0	19.5	30.7	11.9
Green Ext Time (p_c), s	0.1	3.8	0.1	0.9	0.3	3.3	2.4	0.7

Intersection Summary	
HCM 7th Control Delay, s/veh	44.4
HCM 7th LOS	D

Notes

Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	1546	253	48	1116	154	29
Future Volume (veh/h)	1546	253	48	1116	154	29
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	1627	266	51	1175	162	31
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	4	4	4	4	4	4
Cap, veh/h	2419	1079	209	2419	221	197
Arrive On Green	0.69	0.69	0.69	0.69	0.13	0.13
Sat Flow, veh/h	3589	1560	235	3589	1753	1560
Grp Volume(v), veh/h	1627	266	51	1175	162	31
Grp Sat Flow(s),veh/h/ln	1749	1560	235	1749	1753	1560
Q Serve(g_s), s	17.7	4.2	10.5	10.3	5.9	1.2
Cycle Q Clear(g_c), s	17.7	4.2	28.2	10.3	5.9	1.2
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	2419	1079	209	2419	221	197
V/C Ratio(X)	0.67	0.25	0.24	0.49	0.73	0.16
Avail Cap(c_a), veh/h	4509	2011	349	4509	612	544
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	5.9	3.8	14.0	4.7	27.7	25.7
Incr Delay (d2), s/veh	0.3	0.1	0.6	0.2	4.6	0.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.3	0.9	0.5	2.5	2.6	0.4
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	6.2	3.9	14.6	4.9	32.4	26.0
LnGrp LOS	A	A	B	A	C	C
Approach Vol, veh/h	1893			1226	193	
Approach Delay, s/veh	5.9			5.3	31.3	
Approach LOS	A			A	C	

Timer - Assigned Phs	2	4	8
Phs Duration (G+Y+Rc), s	14.3	51.6	51.6
Change Period (Y+Rc), s	6.0	6.0	6.0
Max Green Setting (Gmax), s	23.0	85.0	85.0
Max Q Clear Time (g_c+I1), s	7.9	19.7	30.2
Green Ext Time (p_c), s	0.5	25.5	15.4

Intersection Summary	
HCM 7th Control Delay, s/veh	7.1
HCM 7th LOS	A

Intersection	
Int Delay, s/veh	8.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	98	406	13	7	260	58	8	28	4	29	92	111
Future Vol, veh/h	98	406	13	7	260	58	8	28	4	29	92	111
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	200	-	-	200	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	109	451	14	8	289	64	9	31	4	32	102	123

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	353	0	0	466	0	0	1032	1045	458	1021	1020	321
Stage 1	-	-	-	-	-	-	676	676	-	337	337	-
Stage 2	-	-	-	-	-	-	356	369	-	684	683	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1205	-	-	1096	-	-	211	229	603	215	237	720
Stage 1	-	-	-	-	-	-	443	453	-	678	641	-
Stage 2	-	-	-	-	-	-	662	621	-	438	449	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1205	-	-	1096	-	-	86	207	603	166	214	720
Mov Cap-2 Maneuver	-	-	-	-	-	-	86	207	-	166	214	-
Stage 1	-	-	-	-	-	-	403	412	-	673	637	-
Stage 2	-	-	-	-	-	-	457	616	-	366	409	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	1.57	0.18	29.45	32.59
HCM LOS			D	D

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	86	225	1205	-	-	1096	-	-	166	347
HCM Lane V/C Ratio	0.103	0.158	0.09	-	-	0.007	-	-	0.194	0.65
HCM Control Delay (s/veh)	51.4	24	8.3	-	-	8.3	-	-	31.9	32.7
HCM Lane LOS	F	C	A	-	-	A	-	-	D	D
HCM 95th %tile Q(veh)	0.3	0.6	0.3	-	-	0	-	-	0.7	4.3

Intersection	
Int Delay, s/veh	0.8

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	427	13	7	289	36	4
Future Vol, veh/h	427	13	7	289	36	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	0	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	474	14	8	321	40	4

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	489	0	818	482
Stage 1	-	-	-	-	482	-
Stage 2	-	-	-	-	337	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1074	-	345	585
Stage 1	-	-	-	-	621	-
Stage 2	-	-	-	-	723	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1074	-	343	585
Mov Cap-2 Maneuver	-	-	-	-	459	-
Stage 1	-	-	-	-	621	-
Stage 2	-	-	-	-	718	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0.2	13.48
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	469	-	-	1074	-
HCM Lane V/C Ratio	0.095	-	-	0.007	-
HCM Control Delay (s/veh)	13.5	-	-	8.4	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.3	-	-	0	-

FRIENDLY 5 RANCH

Chapter 4

Infrastructure and Public Services

4.1 Access and Circulation

Access to Friendly 5 Ranch is provided via Farm District Road to both the north and south portions of the Development. A roadway and pedestrian pathways network has been designed to provide adequate and safe access into and through the Development for both vehicles and pedestrians. The following identifies the hierarchy of both vehicular roadways and pedestrian pathways through the Development.

4.1.1 Roadway System

The hierarchy for roadways shall be as identified below and depicted within Exhibits 4.1 through 4.5 on the following pages. All roadways shall be constructed per the City of Fernley Public Works Design Standards Manual.

Arterial Streets:

The main north/south roadway spine located on the northern portion of the Development shall be classified as an "arterial roadway" as identified within the City of Fernley Public Works Design Standards Manual. The arterial roadway consists of an 80-foot right of way including a 14-foot landscaped median and a minimum 10-foot parkway on both sides (including a meandering 4-foot sidewalk). The arterial roadway will provide for four (4) 12-foot travel lanes and two (2) 9-foot bike lanes at final build-out. The interim roadway will include a 12-foot travel lane and 9-foot bike lane on both sides with a 38-foot median until such time as four lanes are warranted and constructed by the City. The arterial roadway will be stubbed into the Bureau of Reclamations parcel for future connection to U.S. Highway 50, through the future school/park complex.

Utilities will be included within the right-of-way where possible. Where this is not feasible, Public Utility Easements (PUE's) shall be included within the 10-foot parkways on either side of the roadway.



***Exhibit 4.1** – Street Network*

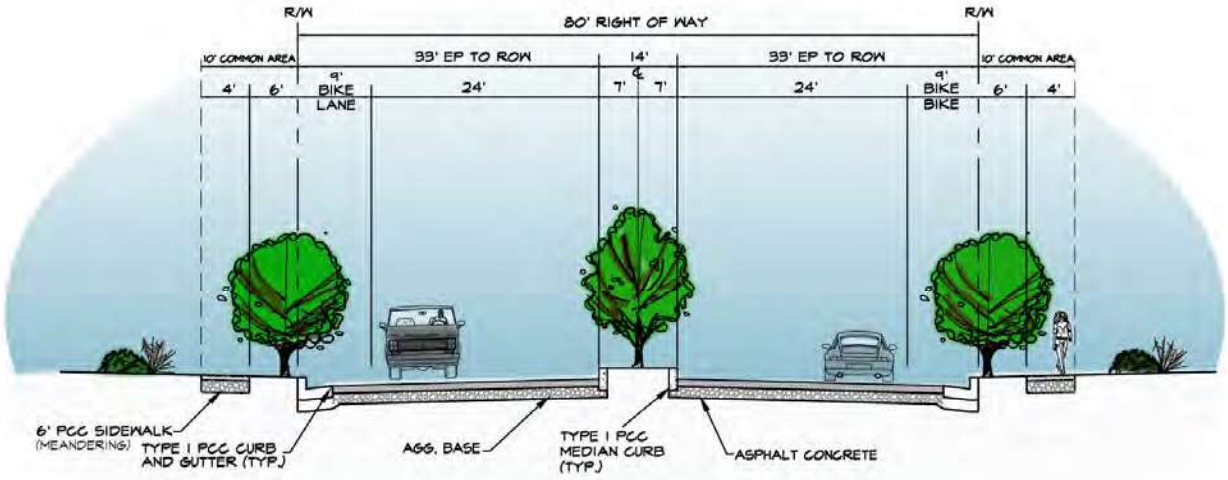


***Exhibit 4.2** - Arterial Street Section (Buildout)*

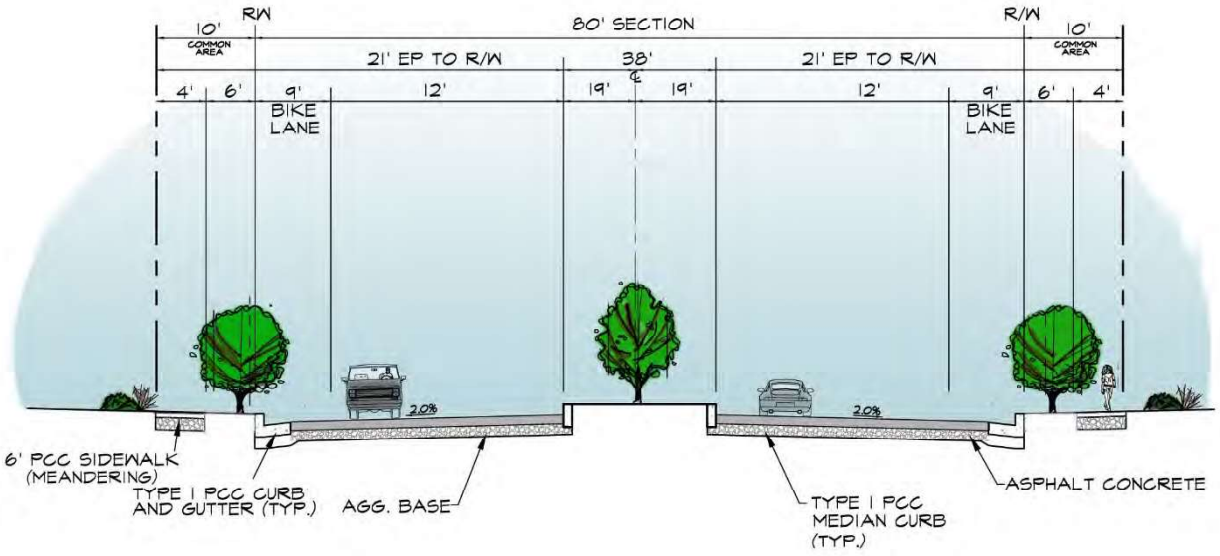


***Exhibit 4.3** - Arterial Street Section (Interim)*

Collector Streets:

The easer entry roadway to the southern portion of Friendly 5 Ranch is classified as a collector roadway. The collector street shall provide for a 60-foot overall right-of-way. Common area bounds either side of the collector street and will offer opportunities to separate the sidewalk on either side of the street with parkway planters.

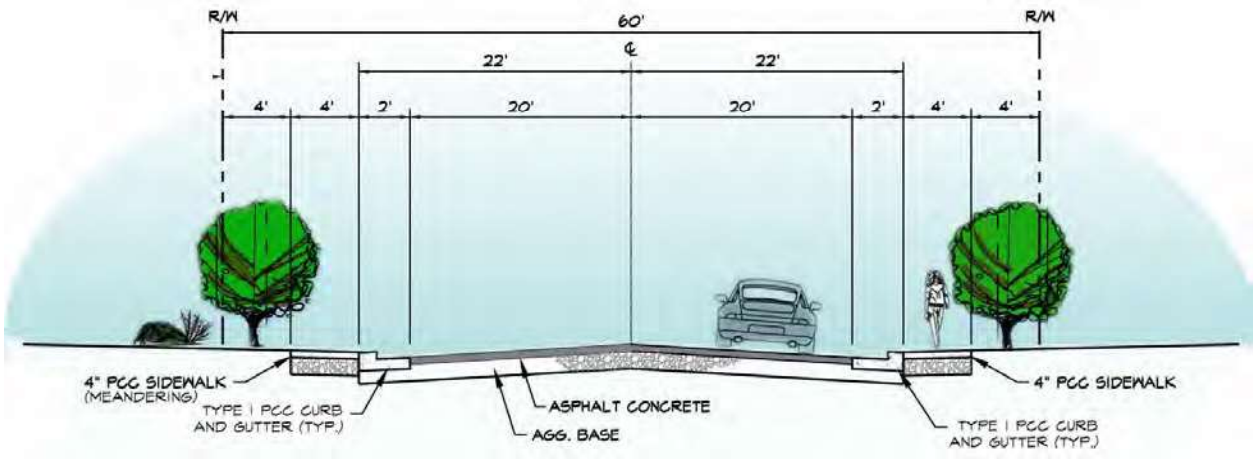


Exhibit 4.4 *- Collector Street Section*

Local Streets:

Local streets make up the predominance of the proposed roadways within F5 Ranch. Each local street shall be constructed per the City of Fernley standard 50-foot right-of-way section. The sidewalk shall be placed at the back face of the curb.

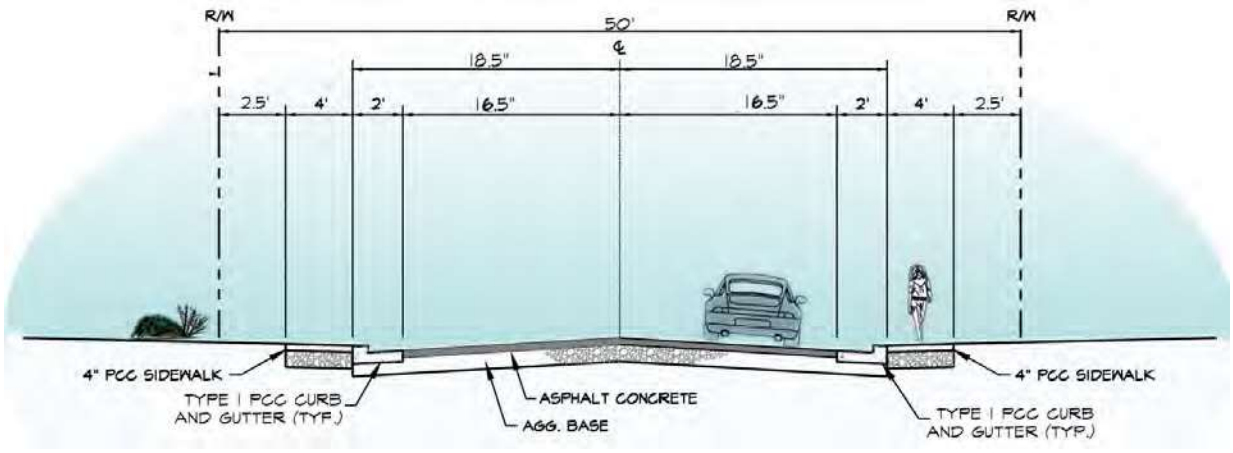


Exhibit 4.5 *- Local Street Section*

4.1.2 Pedestrian Circulation System

As with the roadways within Friendly 5 Ranch, the pedestrian facilities will also have a hierarchy of classifications. Pedestrian facilities include a mix of concrete sidewalks (both at the back of curb and separated by a parkway), and pedestrian trails. On the following pages, Exhibit 4.6 identifies the varying classifications and their relative location within the Development.



Exhibit 4.6 *– Pedestrian Circulation*

Sidewalks:

Sidewalks shall be provided on both sides of all roadways within the Development and shall be 4-feet in width, constructed of Portland cement concrete. Sidewalks shall allow for foot traffic only.

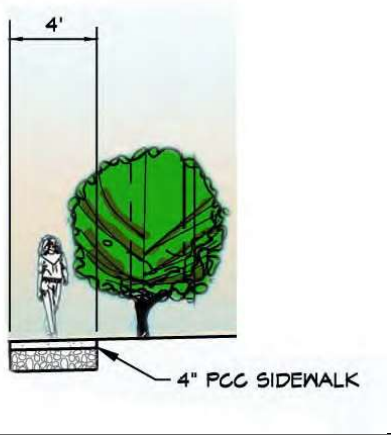


Exhibit 4.7 *- Portland Cement Concrete Sidewalk Detail*

Pedestrian Trail:

The pedestrian trail is primarily located within "semi-formal" common areas/open space. Pedestrian trails shall be provided for both pedestrian and non-motorized vehicle travel only. Equestrian use of pedestrian trails is prohibited. The pedestrian trail consists of a 6-foot wide asphalt, concrete, or acceptable alternative (at the discretion of the administrator) surface pathway.

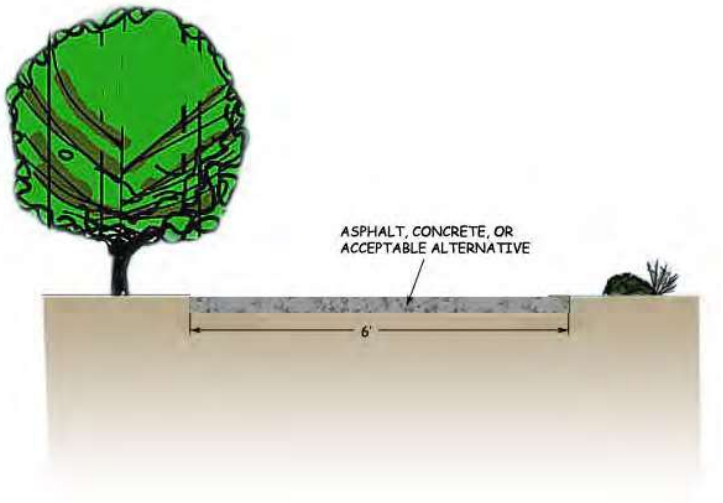


Exhibit 4.8 *- Pedestrian Trail Detail*

4.1.3 Major Arterial Connector (Interim)

The street connecting the northern project boundary to US Highway 50 at the existing High-T intersection shall be classified as a "major arterial" as identified within the City of Fernley Public Works Design Standards Manual. Persuant to recommendations in the updated Traffic Analysis (Traffic Impact Study for Friendly 5 GCW March 3, 2026) the developer shall construct the interim condition of the major arterial connector identified in Exhibit 4.1.3(a) upon issuance of certificate of occupancy for any residence within Villages 4 or 5. The parcel this roadway bisects is a vacant parcel owned by the City of Fernley (previously owned by BOR) and is not part of the Friendly 5 PD. The initial roadway will provide two (2) 12-foot travel lanes and an 8-foot multi-use path on one side with a 34-foot median until such time as four lanes are warranted and constructed by the City. Refer to exhibits 4.1.3(a), 4.1.3(b), and 4.1.3(c) below.

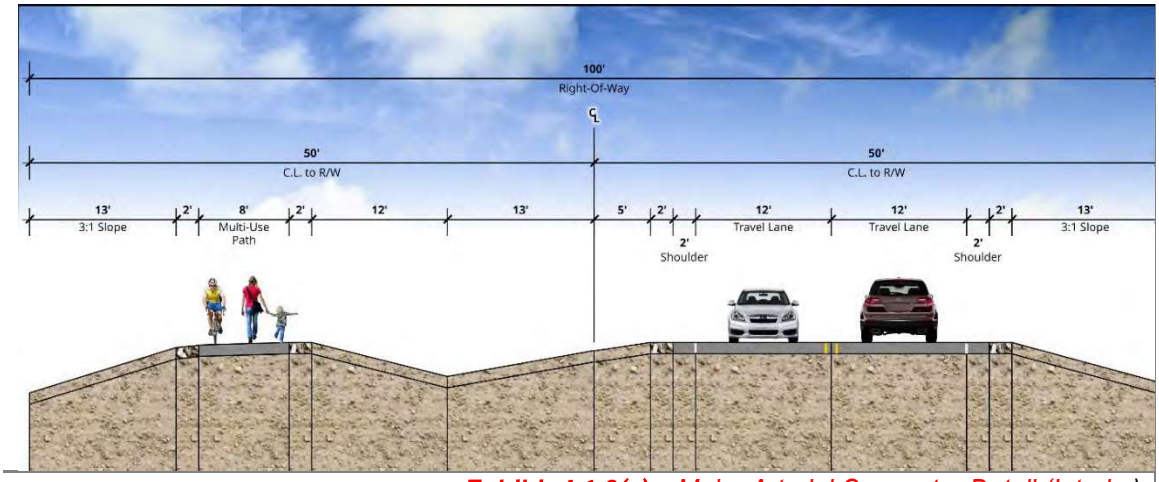


Exhibit 4.1.3(a) – Major Arterial Connector Detail (Interim)

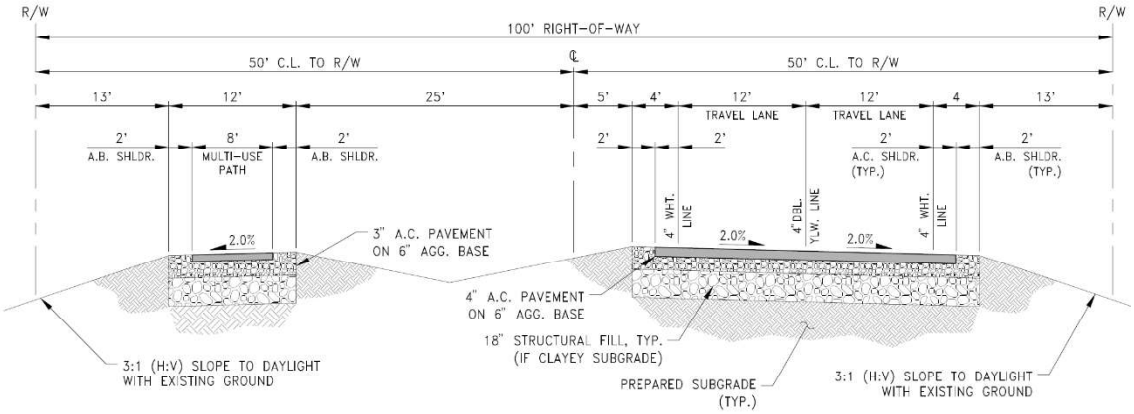


Exhibit 4.1.3(b) – Major Arterial Connector Section (Interim)

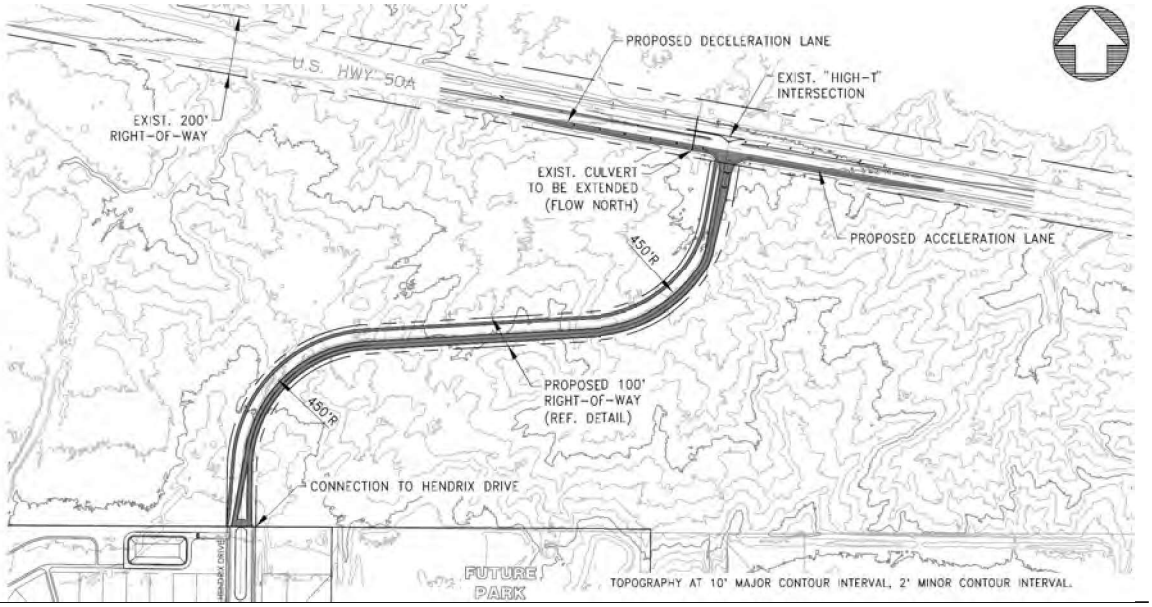


***Exhibit 4.1.3(c)** – Major Arterial Collector Alignment*

The developer shall design the roadway per exhibits 4.1.3 (a)-(c), the recommendations of the updated Traffic Analysis (Traffic Impact Study for Friendly 5 GCW March 3, 2026), and applicable City of Fernley standards. The interim roadway design and construction shall include the grading and drainage necessary for the improvements. Additional design and construction for items such as future travel lanes, utilities, curb, gutter, sidewalk, future intersections, and other design elements not listed in exhibits 4.1.3 (a)-(c) may be provided if desired by the City of Fernley at their own cost. The developer shall submit the roadway design to the City of Fernley for design review. Upon City of Fernley approval of the design the developer shall prepare and submit a right-of-way dedication map to the City and an encroachment permit with NDOT. The City of Fernley shall issue a temporary construction easement for the developer to construct the roadway and enter into an agreement with the developer for reimbursement of the construction costs. Upon completion of the roadway the City of Fernley shall record the right-of-way dedication map and reimburse the developer for construction costs per the agreement. The completed roadway will be owned and maintained by the City of Fernley.

4.2 Utilities

All utilities provided in Friendly 5 Ranch shall be subject to the standards and specifications identified in the City of Fernley Public Works Design Standards Manual.

4.2.1 Water Service

The City of Fernley shall be the water purveyor for the Friendly 5 Ranch. Appropriate water rights sufficient to serve the Development will be dedicated by the developer at the time of Final Map. The proposed project will be served by an existing 18" water line located in Farm District Road and operated by the City of Fernley. Because the project is located on both the north and south sides of Farm District Road, multiple taps off the 18" line can be expected.

The estimated residential demand is anticipated to be approximately 602± AF/year.

4.2.2 Sanitary Sewer Service

The project is proposed to sewer via a network of gravity mains to a lift station that will be located at the northwest corner of the project, where it will then be pumped in a force main to the wastewater treatment facility.

It is estimated that 538± homes will generate a peak hour demand of approximately 556,830 gallons/day. A detailed sewer report is provided within Supplemental Reports included with this Handbook.

4.2.3 Storm Drainage

The Development is located within a Shaded X flood zone as identified by FEMA. With the exception of roadside ditches and culverts on Farm District Road, there are no storm drain facilities in the vicinity of the Development. Storm water runoff generated from developed surfaces will be collected and routed to on-site retention basins via gutters, catch basins, and storm drains. Storm water management facilities will be installed as each phase of the Project is developed. As the site generally slopes to the north, retention basins will be located at the northern boundary of each developed area. Open spaces will be graded toward a meandering low point in the middle to collect and retain runoff generated within its boundaries. Storm water runoff within the Development will not drain to the Bureau of Reclamation's parcel directly north of the site.

4.2.4 Natural Gas Service

Southwest Gas owns and operates a 4" gas main located in Farm District Road that is of adequate size to serve the proposed project. As with the water system, multiple taps off the main is expected to serve the project. Natural gas shall be provided to every residential lot. Final design and location shall be coordinated with Southwest Gas.

4.2.5 Electrical Service

The project is adjacent to a network of overhead power lines operated by Sierra Pacific Power Company that includes both transmission and distribution lines. The project itself will be served with an underground electric system consisting of conduit, vaults and distribution cabling. Final locations and distribution design shall be provided by Sierra Pacific Power Company.

4.3 Fire Protection and Emergency Services

The project is located within the North Lyon County Fire District, approximately 4.1 miles by way of travel from the nearest fire station located on Main Street. A hierarchy of collector and local level streets are provided within the Development, designed such that minimum turning radii and maximum cul-de-sac lengths as identified by the City of Fernley Public Works Design Manual have been adhered to.

4.4 Schools

Currently, the Friendly 5 Ranch site is zoned for students to attend Cottonwood Elementary, Fernley Intermediate, and Fernley High Schools. Additionally, the Development is located adjacent to a Bureau of Reclamations parcel of which the City of Fernley is currently negotiating purchase of the property for future use as schools and parks sites. Currently, a conceptual development plan has been prepared by a consultant for the City identifying several potential school sites, which may include elementary, middle, and high school facilities, in addition to several park sites. The open space and trail network proposed within F5 Ranch foster safe routes for these potential future schools and parks and the Development promotes walkability for both Friendly 5 Ranch and surrounding residents.

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

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

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:	No: X	100-412, 510-810, 520-810

ACTION REQUESTED: Ordinance

AGENDA ITEM:

(Discussion and Possible Action) Second reading and Adoption of Bill #387 amending Fernley Municipal Code Title 2, Administration, Chapter 8, May and City Council, Section 2.08.01, Salaries and annual increases by adjusting the salary for the 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 the City Council to be at eighty percent (80%) of that of the Mayor's salary, both effective November 2028 and both 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, Councilman 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 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 the FY29-30 budget per NRS 266.230.

ATTACHMENTS:

1. Bill 387

BILL #387
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 20th day of May 2026.

BILL #382 BEING HEREBY PASSED, APPROVED, and ADOPTED this 17th day of June 2026, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

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

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

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Michele Rambo, Planning Director**

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

ACTION REQUESTED: Ordinance
Motion

AGENDA ITEM:

(For Possible Action) Discussion and second reading of Bill #386, an Ordinance establishing the Fernley Power District as a municipal electric utility of the City of Fernley pursuant to NRS 266.290; setting forth the public utility proposed to be established, the estimated cost thereof, and the proposed manner and terms of payment; defining the initial service area within the victory logistics district; establishing the Fernley Power District board as the governing body of the district and prescribing its composition, member selection, and powers and duties; delegating to the board administrative and regulatory authority over the district; and other matters properly related thereto.

AGENDA ITEM BRIEF:

Due to the lag time expected for NV Energy to bring needed power, Mark IV Capital, the developer of the Victory Logistics District, is requesting the formation of a power utility district to encompass their development area. The proposed Ordinance to accomplish this request establishes that district and a board to oversee the district.

The first reading of this proposed Ordinance was held at the May 20, 2026 City Council meeting.

RECOMMENDED MOTION:

Pleasure of the Council

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is required. However, since the district will only impact the property owned by Mark IV, they have provided a written waiver of the Business Impact Statement (attached).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Pleasure of the Council

BACKGROUND:

The establishment of the Fernley Power District is a strategic initiative by Mark IV Capital to create a specialized utility system to serve the customers within the Victory Logistics District. NV Energy does not have the infrastructure needed to service the anticipated end-users and will not for several years. The creation of this power district will allow for continued economic development within Fernley and result in direct revenues to the City and increased services to the residents. This model relies on long-established municipal utility models currently in use by Boulder City, the City of Caliente, and the City of Fallon. Lyon County is also currently considering the same type of power district model to accommodate development.

Formation costs will be paid by Mark IV Capital and their partner, Stella Power Company. The City of Fernley, including residents, will not be required to contribute to the costs of the future power plant. Instead, the estimated $600,000,000 will be paid entirely by the developers. In addition, because the only customers will be within the Victory Logistics development, customers using NV Energy will not see any increase to their rates.

A Conditional Use Permit will be required for the construction of the associated power plant that is planned as part of this power district. This permit will be approved by the Planning Commission. However, the Planning Commission decision may be appealed, in which case it would be heard by the City Council.

The Fernley Power District will also have a benefit to the City of Fernley and its residents in the form of franchise fees. The district will deliver (at full buildout) nearly $24,000,000 in annual revenue to the Fernley budget which will increase the services that the City can provide. This money could be used for things such as (but not limited to): roads, parks, recreation, and public safety.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 266.260
NRS 266.285
NRS 266.290
NRS Chapter 268
NRS Chapter 271
NRS Chapter 350
NRS Chapter 704A

FINANCIAL IMPLICATIONS:

See Bill #386, Appendix A for a full financial discussion.

ATTACHMENTS:

1. Bill #386 with Attachment
2. Business Impact Statement Waiver

BILL #_____
CITY OF FERNLEY
ORDINANCE #_____

AN ORDINANCE ESTABLISHING THE FERNLEY POWER DISTRICT AS A MUNICIPAL ELECTRIC UTILITY OF THE CITY OF FERNLEY PURSUANT TO NRS 266.290; SETTING FORTH THE PUBLIC UTILITY PROPOSED TO BE ESTABLISHED, THE ESTIMATED COST THEREOF, AND THE PROPOSED MANNER AND TERMS OF PAYMENT; DEFINING THE INITIAL SERVICE AREA WITHIN THE VICTORY LOGISTICS DISTRICT; ESTABLISHING THE FERNLEY POWER DISTRICT BOARD AS THE GOVERNING BODY OF THE DISTRICT AND PRESCRIBING ITS COMPOSITION, MEMBER SELECTION, AND POWERS AND DUTIES; DELEGATING TO THE BOARD ADMINISTRATIVE AND REGULATORY AUTHORITY OVER THE DISTRICT; AND OTHER MATTERS PROPERLY RELATED THERETO

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

Section 1. Findings and Purpose.

The Council hereby makes the following findings in support of this Ordinance:

(a) The City of Fernley (the "City") is a general-law municipality organized under Nevada Revised Statutes ("NRS") Chapter 266, and is broadly empowered under NRS 266.285, NRS 266.290, and NRS Chapter 268 to acquire, construct, operate, and maintain public utilities to serve the needs of its residents and businesses.

(b) The City is further empowered by: NRS 266.260 to provide, by Ordinance, the manner and details necessary for the full exercise of any municipal power conferred upon it; NRS 266.390 to create any office that may be deemed necessary for the City, and regulate and prescribe the powers and duties of all such officers, except as otherwise provided by law; and NRS 266.460 to define the duties, powers and privileges of all officers, where not so defined under NRS Chapter 266, by Ordinance.

(b) The Victory Logistics District ("VLD") is an industrial and commercial development within the City, operated pursuant to that certain Development Agreement with the City of Fernley identified as DA22001.

(c) The incumbent electric public utility, NV Energy, has communicated an inability to provide sufficient electric service to VLD within a commercially reasonable timeframe.

(d) Such prolonged delays by the incumbent utility would render the continued development of VLD impractical, if not entirely impossible, thereby threatening significant planned capital investment within the City and the substantial tax revenues, franchise fees, and economic development benefits associated therewith.

(e) On April 1, 2026, the Council adopted Resolution #26-005, authorizing the formation of a working group (the "Working Group") comprised of designated representatives from the City of Fernley, Mark IV Capital, Stella Power Company, and the North Lyon Fire District, for the purpose of developing the cost estimates required by NRS 266.290(2)(b).

(f) The Working Group has prepared its written report, dated _____, 2026 (the "Working Group Report"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.

(g) The Council, together with the Mayor, has reviewed and hereby approves the Working Group Report as the report of a body theretofore appointed by the Council for the purpose contemplated by NRS 266.290(2)(b).

(h) The Council finds that the establishment of the Fernley Power District serves a compelling public purpose and is firmly in the economic development and public interests of the City, will produce substantial recurring franchise fee revenues for the City's general fund, and will be accomplished without any cost to, or financial obligation of, the City, its general fund, or the taxpayers of the City.

(i) The recitals set forth above are hereby adopted as findings of the Council.

Section 2. Establishment of Fernley Power District; Public Utility Proposed to be Established.

There is hereby created and established, pursuant to NRS 266.290 and the powers granted by NRS 266.010, a municipal public utility of the City of Fernley to be known as the "**Fernley Power District**" (the "**District**" or "**FPD**"), as a body corporate and instrumentality of the City. In satisfaction of NRS 266.290(2)(a), the public utility proposed to be established is described as follows: the District shall be a municipal electric utility authorized to acquire, construct, install, own, operate, maintain, repair, replace, and extend electric generation facilities, electric transmission and distribution facilities, substations, interconnection facilities, metering and control equipment, and all related real and personal property, fixtures, easements, and appurtenances reasonably necessary or convenient to provide retail electric service to End-Use Customers within the Initial Service Area defined in this Ordinance. The District shall operate as an instrumentality of the City and shall be governed by the Fernley Power District Board, established under Section 3 of this Ordinance, in accordance with this Ordinance, applicable provisions of NRS Chapters 266 and 268, and such further ordinances and resolutions as the Council may from time to time adopt.

Section 3. Estimated Cost.

In satisfaction of NRS 266.290(2)(b), and as set forth fully and in detail in the Working Group Report attached hereto as **Exhibit A** and incorporated herein by reference, the estimated cost of establishing, constructing, and placing the Fernley Power District into initial operation is approximately Six Hundred Million Dollars ($600,553,000), comprised of the following principal components:

(a) approximately Five Hundred Fifty-Three Thousand Dollars ($553,000) for initial Energy Service Company stand-up costs (including one-time equipment and materials, one-time legal, and recurring operational costs in the first year of operations); and

(b) approximately Six Hundred Million Dollars ($600,000,000) for foundational construction, equipment, labor, fuel rights, and related initial development costs.

The detailed cost estimates, including the five-year operational revenue and expense scenarios under both high-cost and low-cost assumptions, are set forth in the Working Group Report attached

as **Exhibit A**.[1] All cost figures stated in this Section and in **Exhibit A** are estimates and are subject to refinement based on final construction costs, customer load ramp, fuel availability, and the timing of permitting for subsequent stages, as more particularly described in the Working Group Report.

Section 4. Proposed Manner and Terms of Payment.

In satisfaction of NRS 266.290(2)(c), the proposed manner and terms of payment for the costs of establishing, constructing, and operating the District are as follows:

(a) ***Privately Funded Formation and Construction.*** All capital, development, construction, formation, and ongoing operational costs of the District, including without limitation the costs identified in Section 3 of this Ordinance and in **Exhibit A**, shall be borne entirely by Mark IV Capital and Stella Power (collectively, together with their respective affiliates, successors, and assigns, the "Pioneer Developers"), or by other private developers, generators, or End-Use Customers within the District. In no event shall the City, the City's general fund, or the taxpayers of the City be obligated for, or required to advance, any such cost or expense.

(b) ***Cost Recovery Through Rates.*** Recovery of the Pioneer Developers' capital outlay and ongoing operational costs shall be effectuated through electric service rates charged to End-Use Customers within the District pursuant to Power Purchase Agreements, Operational Agreements (including potential line extension agreements), and such other contractual arrangements as may be approved by the District and the Council, consistent with applicable law.

(c) ***Franchise Fee.*** The City shall receive a franchise fee equal to one percent (1%) of gross receipts from electric service provided to End-Use Customers within the District (also defined as "gross revenues from District Operations"), payable to the City's general fund. Such franchise fee shall not be subject to offset, reduction, or recoupment on account of any cost recovery owed to the Pioneer Developers and shall accrue to the City beginning on the District's in-service date.

(d) ***No Pledge of City Credit; Revenue Bonds.*** Subject to compliance with all applicable provisions of NRS Chapters 266, 268, 271, 350, and 704A, the District may issue or require revenue bonds, performance bonds or similar financial instruments secured exclusively by net revenues derived from District operations, or privately secured through at Developer or end-use customer voluntary election, or obligation, as relevant, to finance future expansion or capital improvement; provided, however, that no such bonds shall constitute general obligations of the City or pledge the full faith, credit, or taxing power of the City.

[1] For the avoidance of doubt, Exhibit A is not inclusive of all potential pre-construction, construction, equipment costs, labor contracts, legal contract review and compliance, permitting, but rather models how such foundational infrastructure costs will be structured amongst pioneer end-use customers at front-end, first-phase power purchase agreements. Overall costs, as required by NRS 266.290(2)(b) requires only the "estimated cost" of establishing the District. Therefore, many foundational costs have been aggregated based on current market rates and are subject to end-use customer requirements.

Section 5. Initial Service Area; Expansion.

(a) ***Initial Service Area.*** The initial service area of the District (the "Initial Service Area") shall consist of those portions of the Victory Logistics District, as more particularly described in Development Agreement DA22001 and any exhibits or amendments thereto, that are not, as of the effective date of this Ordinance, receiving electric utility service from NV Energy or any other certificated public utility.

(b) ***Preservation of Existing Service.*** Nothing in this Ordinance is intended to, nor shall it be construed to, displace, terminate, or otherwise impair the existing electric service provided by NV Energy to any retail residential or commercial customer within the City, or to any property within the boundaries of VLD that is receiving electric utility service from NV Energy as of the effective date of this Ordinance. Such customers and properties shall remain within the certificated service territory of NV Energy and shall not be included within the Initial Service Area of the District.

(c) ***Expansion of Service Area.*** The Council may, upon application and by subsequent ordinance or resolution adopted in accordance with applicable law, expand the service area of the District to include additional contiguous areas within the corporate limits of the City; provided, however, that no such expansion shall affect the existing certificated service territory of any other public utility except in compliance with applicable provisions of NRS Chapter 704 and the orders and regulations of the Public Utilities Commission of Nevada.

Section 6. Fernley Power District Board; Composition.

(a) *Establishment.* There is hereby created the Fernley Power District Board (the "Board"), which shall be the governing body of the District. The Board is created pursuant to the authority of the Council under NRS 266.260 and NRS 266.390 to provide by ordinance the manner and details necessary for the full exercise of municipal utility powers conferred by NRS 266.290.

(b) *Composition During Initial Stand-Up Period.* The Board shall consist of three (3) voting members appointed by the Council as follows:

(1) one (1) member nominated by Mark IV Capital, in its capacity as Pioneer Developer of the District;

(2) one (1) member nominated by Stella Power Company, in its capacity as Pioneer Generation Partner of the District; and

(3) one (1) member nominated by the Mayor and confirmed by the Council, who shall represent the City of Fernley.

(c) *Initial Stand-Up Period.* To ensure consistency, continuity, and long-term stability during the District's stand-up and early operational phases, the composition of the Board set forth in subsection (b) shall remain in effect from the effective date of this Ordinance through and including the twentieth (20th) anniversary of the In-Service Date defined in Section 9(b) of this Ordinance (the "Initial Stand-Up Period"). Prior to the expiration of the Initial Stand-Up Period, the District shall, by separate ordinance or resolution, adopt provisions governing the long-term

composition, structure, and selection of the Board. Upon approval of such ordinance, resolution, or whether contained within the Bylaws drafted and adopted by the District, the District shall provide a copy of the same to the City Clerk.

(d) *Successors and Assigns.* References in this Section to Mark IV Capital and Stella Power shall include their respective affiliates, successors, and assigns. In the event of a transfer, assignment, or change of control affecting the nomination rights of either entity, those rights shall pass to the successor or assignee, subject to ratification by the City Council, which ratification shall not be unreasonably withheld.

Section 7. Board Member Selection Process; Terms; Vacancies; Removal.

(a) *Nomination and Approval.* Each entity entitled to nominate a Board member under Section 6(b) shall submit its nominee in writing to the City Clerk, accompanied by a statement of the nominee's qualifications. The Council shall consider each nomination at the next regular meeting following submission, or at a special meeting called for that purpose, and shall approve the nominee absent compelling or direct evidence of unsuitability to serve**.** For purposes of this Section, "unsuitability to serve" means the existence of a documented felony conviction involving moral turpitude or fraud, a finding by a court or regulatory body of professional misconduct relevant to utility governance, or a violation of NRS Chapter 281A (Code of Ethical Standards). Mere policy disagreement, political affiliation, or differences of opinion shall not constitute compelling or direct evidence of unsuitability.

(b) *Terms.* Each Board member shall serve a term of three (3) years and may be re-nominated and re-approved for successive terms during the Initial Stand-Up Period. To promote staggered turnover, the initial terms shall be: three (3) years for the Mark IV Capital nominee; two (2) years for the Stella Power nominee; and one (1) year for the City of Fernley nominee. All subsequent terms during the Initial Stand-Up Period shall be three (3) years.

(c) *Holdover.* A Board member whose term has expired shall continue to serve until a successor is nominated and approved.

(d) *Vacancies.* A vacancy on the Board, whether caused by resignation, removal, death, incapacity, or expiration of term without re-nomination, shall be filled by the same nomination and approval process set forth in subsection (a) within sixty (60) days of the vacancy.

(e) *Removal.* A Board member may be removed by the City Council for cause as defined in subsection (a), upon not less than thirty (30) days' written notice and an opportunity to be heard, and in compliance with NRS 244.031. If a majority of the City Council vote for removal, the nominating entity shall thereafter submit a replacement nominee in accordance with subsection (a) and (d); ***Limited Exception for Emergencies:*** Where a Board member is removed under this subsection, to ensure continuity of District Operations, and maintain the regulatory transparency necessary for the same, the District may call an emergency meeting to consider the nomination from the entity seeking to fill vacancy due to the removal, and upon unanimous vote of all remaining members of the Board, may seat an “Interim Appointee” who is vested with all powers until such time as the City Council considers and approves the formal appointment of

such nominated member, or any such alternatively nominated member, pursuant to subsection (d). Where an alternatively nominated member is so appointed, the Interim Appointee's term shall immediately conclude.

(f) *Compensation.* Board members shall serve without compensation from the City. The Board may, by resolution, authorize reasonable per diem, stipend, or expense reimbursement to be paid by the District out of District revenues; provided, however, that no such compensation or reimbursement shall be borne by the City, the City's general fund, or the taxpayers of the City.

(g) *Officers and Quorum.* The Board shall annually elect from among its members a Chair, a Vice Chair, and a Secretary. Two (2) Board members shall constitute a quorum, and action of the Board shall require the affirmative vote of a majority of those present and voting.

Section 8. Powers and Duties of the Board.

(a) *General Authority; Delegation from Council.* The Board shall have the power and authority to govern, manage, regulate, and oversee the operations of the District, subject to the provisions of this Ordinance, applicable Nevada law. The Council hereby delegates to the Board the day-to-day operational, regulatory, and administrative oversight of the District and the activities and development conducted within the District, including without limitation the powers enumerated in subsection (b). This delegation is an express, defined delegation of administrative and regulatory authority and is not a delegation of the Council's core legislative powers, which the Council retains as set forth in subsection (c) and Section 9(g) of this Ordinance. The Board shall function as the public regulator of activities and development within the District, and its decisions shall constitute official action of a municipal instrumentality of the City.

(b) *Specific Powers.* Without limiting the generality of subsection (a), the Board is expressly authorized and empowered to:

> (1) adopt, amend, and enforce electric service rules, regulations, tariffs, standards of service, and operating procedures applicable to the District and to the End-Use Customers and other parties served by or interconnected with the District;
>
> (2) negotiate, enter into, administer, and enforce contracts for services on behalf of the District, including without limitation contracts with one or more Energy Service Companies, generation operators, transmission and distribution operators, billing and administration providers, legal counsel, accountants, auditors, engineers, and consultants;
>
> (3) approve, on behalf of the District, Power Purchase Agreements, Operational Agreements (including line extension agreements), interconnection agreements, and other contractual arrangements with End-Use Customers, generators, fuel suppliers, and other counterparties;
>
> (4) regulate the District and the conduct of business within the District, including without limitation matters of safety, reliability, interconnection, metering, customer service, billing, dispute resolution, and compliance with applicable federal, state, and local law;

(5) establish, set, modify, and approve electric service rates, as dictated by Pioneer Development costs, End-Use Customer pricing, charges, fees, deposits, and price escalators applicable within the District, consistent with the cost-recovery principles set forth in this Ordinance;

(6) accept and administer indemnification agreements, performance bonds, letters of credit, insurance, and other forms of security from Pioneer Developers, generators, End-Use Customers, and other parties as contemplated by the Working Group Report and applicable law;

(7) employ or contract for the services of a District manager, electric service company, general counsel, secretary, treasurer, and such other officers, employees, and consultants as the Board determines to be necessary or convenient for District operations, with all costs borne by the District and not by the City;

(8) adopt Bylaws governing the Board's internal operations, meeting procedures, recordkeeping, and ethical standards, consistent with this Ordinance and applicable law;

(9) recommend to the Council the expansion of the Initial Service Area, the grant of franchises, and the adoption or amendment of ordinances or resolutions affecting the District; and

(10) exercise such other powers as may be necessary or convenient to carry out the purposes of this Ordinance and the lawful operations of the District as a municipal electric utility.

(c) *Limitations.* Notwithstanding subsection (b), the Board shall not:

(1) pledge the full faith, credit, or taxing power of the City;

(2) obligate the City for any cost or expense; or

(3) Without the express approval of the City Council, or amendment to this Ordinance, as appropriate:

i. expand the Initial Service Area or extend District service outside the boundaries thereof without the approval of the City Council; or

ii. take any action inconsistent with this Ordinance, or applicable Nevada law.

(d) *Open Meeting Law.* The Board shall conduct its meetings in compliance with NRS Chapter 241, the Nevada Open Meeting Law, and shall maintain minutes and audio recordings of its proceedings as required thereunder.

(e) *Annual Report.* The Board shall provide a written annual report to the Council not later than March 31 of each calendar year, summarizing District operations, financial condition, capital

expenditures, franchise fee remittances to the City, customer additions, and material contracts entered into during the prior calendar year.

Section 9. Commencement of District Operations; In-Service Date.

(a) *Effective Date of District.* The District is created and established on the effective date of this Ordinance.

(b) *In-Service Date.* The commencement of electric service operations by the District to End-Use Customers (the "In-Service Date" or "ISD") is anticipated to occur in calendar year 2029, consistent with the timeline set forth in the Working Group Report, or as earlier achievable by Pioneer Developers. The Board shall provide written notice to the Council not less than sixty (60) days prior to the projected ISD, identifying the specific commencement date, the initial generation and distribution facilities to be placed in service, and the initial End-Use Customers to be served. The actual ISD shall be established by Board resolution and confirmed in writing to the City Clerk.

(c) *Phased Build-Out.* Following the ISD, the District shall be developed in phases consistent with End-Use Customer load ramp requirements and the operational scenarios set forth in the Working Group Report.

(d) *Franchise Fee Accrual.* Notwithstanding the formation of the District on the effective date of this Ordinance, the City's right to grant a Franchise to an electric service company within the District pursuant to NRS 268.300(1)(b) and Section 4(c) of this Ordinance, shall commence on the ISD and shall continue thereafter for the duration of District operations, and the City shall receive such franchise fee payments pursuant to the terms of any such Franchise so granted.

(e) *Schedule for Initial Board Nominations and Council Confirmation Vote.* To ensure the timely formation of the Board and commencement of District activities, the following schedule shall govern initial Board nominations and confirmation:

> (1) Each entity entitled to nominate a Board member under Section 6(b) shall submit its initial nominee in writing to the City Clerk not later than sixty (60) days following the effective date of this Ordinance (the "Nomination Deadline");
>
> (2) The City Clerk shall place the nominations on the agenda of the next regular meeting of the Council occurring not less than fifteen (15) days after the Nomination Deadline, or, if no such regular meeting is scheduled within thirty (30) days after the Nomination Deadline, on the agenda of a special meeting called for that purpose;
>
> (3) The Council shall vote on each nominee at the meeting referenced in paragraph (2), applying the standard set forth in Section 7(a) and shall approve each nominee absent compelling or direct evidence of unsuitability to serve;
>
> (4) In the event the Council declines to confirm any nominee, the affected nominating entity shall submit a replacement nominee not later than thirty (30) days following the

Council's vote, and the Council shall act on the replacement nominee at its next regular meeting occurring not less than fifteen (15) days following submission, or at a special meeting called for that purpose; and

(5) The Board shall convene its first organizational meeting within thirty (30) days after the third Board member is confirmed by the Council, at which time the Board shall elect officers as provided in Section 7(h) and shall organize itself for the conduct of District business.

(f) *Six-Month Status Report; Adoption of Bylaws and Electric Service Rules.* Not later than one hundred eighty (180) days after the date on which the Board convenes its first organizational meeting (the "Six-Month Report Date"), the Board shall appear before the Council at a regular or special meeting and shall present a written report (the "Six-Month Status Report") addressing each of the following:

(1) the status of District formation and operational progress, including without limitation the status of generation, transmission, and distribution facility planning, permitting, financing, construction, and interconnection;

(2) the status of negotiations and execution of Power Purchase Agreements, Operational Agreements, interconnection agreements, and Energy Service Company contracts;

(3) the District's projected timeline to the In-Service Date;

(4) the proposed bylaws governing the Board's internal operations, meeting procedures, recordkeeping, conflicts of interest, and ethical standards (the "Bylaws"); and

(5) the proposed electric service rules, regulations, tariffs, standards of service, and operating procedures applicable within the District (the "Electric Service Rules").

(g) *Submission to City Clerk of Bylaws and Electric Service Rules; Reservation of Authority.*

(1) *Reservation of Council Authority; No Retroactive Impairment of Contracts*. Any governing document of the District (including, but not limited to, the items referenced in subsection f(4) and f(5) of this Section shall be submitted to the City Clerk within 10 days of adoption by the Board. The Council expressly reserves the right and authority to review the Bylaws and the Electric Service Rules governing the District. The Bylaws and the Electric Service Rules, once adopted by the Board, shall constitute binding regulations of the District and shall have the force and effect of law within the City. Notwithstanding the foregoing, no amendment, supplement, repeal, or replacement of the Bylaws or the Electric Service Rules, by the Board, shall:

(A) be applied retroactively to impair, alter, diminish, or otherwise affect the rights, obligations, or remedies of any party under any Power Purchase Agreement, Operational Agreement (including any line extension agreement), interconnection agreement, indemnification agreement, financing agreement,

franchise, license, contract, or other agreement entered into by, with, or on behalf of the District prior to the effective date of such amendment, supplement, repeal, or replacement ("Existing Agreement(s)");

(B) impair the obligation of any Existing Agreement in violation of Article 1, Section 15 of the Nevada Constitution or Article I, Section 10 of the United States Constitution; or

(C) deprive any party to an Existing Agreement of a vested contractual right without due process of law.

→Each Existing Agreement shall be governed by the Bylaws and Electric Service Rules in effect as of the date such Existing Agreement was executed, except to the extent the parties to the Existing Agreement expressly agree in writing to the application of subsequently adopted Bylaws or Electric Service Rules. The Board may apply amended Bylaws and Electric Service Rules prospectively to new agreements executed on or after the effective date of the amendment, and to renewals, extensions, or material modifications of Existing Agreements to the extent the parties expressly agree.

(3) *Interim Operating Authority.* Pending the final adoption of Bylaws and Electric Service Rules, the Board may operate under interim bylaws and interim electric service rules adopted by Board resolution, so long as no such interim Bylaw or Electric Service rule violates any provision of Federal or Nevada law, or any provision of the Fernley City Code.

(4) *Public Regulatory Function.* The Board's obligation to follow the provisions of NRS 241, all requirements herein to submit adopted regulations to the City Clerk, and any confirming authorities of the City Council herein reserved (such as confirming the nomination of board members), shall not be construed to diminish, qualify, or otherwise impair the Board's delegated authority to act as the public regulator of activities and development within the District as established by this Ordinance, all Bylaws and Electric Service Rules adopted hereunder, as amended from time to time, or any other delegation of authority to the District for the purpose of effectuating its duties pursuant to NRS 266.010, NRS 266.015, NRS 266.260, and NRS 266.390.

(5) *Subsequent Amendments.* After initial adoption, the Board may from time to time recommend amendments to the Bylaws or the Electric Service Rules. Any such amendment shall be effective only upon submission of the same to the City Clerk as contemplated by Section 6(c) of this ordinance, and subject only to any other requirements under Nevada law for such similarly situated actions to take effect.

Section 10. Publication Pursuant to NRS 266.290(3).

Pursuant to NRS 266.290(3), this Ordinance shall be published in full at least once a week for four (4) successive weeks in a newspaper of general circulation published in the City prior to the Council's consideration of final passage. At the first regular meeting of the Council, or any adjournment thereof, after the completion of such publication, the Council may proceed to enact

this Ordinance, which must conform in all respects to the terms and conditions of the Ordinance as previously published, unless a petition is presented pursuant to NRS 266.290(4).

Section 11. Repealer.

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

Section 12. Publication of Title.

In addition to the full publication required by Section 10 of this Ordinance, the City Clerk is instructed and authorized to publish the title of this Ordinance as provided by law upon final adoption.

Section 13. Effective Date.

This Ordinance shall become effective upon passage, approval, and publication, subject to the publication requirements of NRS 266.290(3).

Section 14. Liberal Construction.

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 15. Severability.

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.

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Section 16. NRS Chapter 237 Finding.

Pursuant to NRS 237.080, the Council has made a concerted effort to determine whether this Ordinance will impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business, and finds that it will not. The Council further finds that Mark IV Capital is the only business directly affected by this Ordinance and has been provided notice and the opportunity to submit data or arguments pursuant to NRS 237.080(1). Because no direct and significant economic burden or business restriction has been identified, the preparation of a Business Impact Statement under NRS 237.090 is not required. The Council further finds that this Ordinance is exempt from NRS Chapter 237 to the extent it is adopted pursuant to NRS Chapter 350 within the meaning of NRS 237.060(2)(c), and that the Council has otherwise complied with all applicable requirements of NRS 237.030 to NRS 237.150, inclusive.

BILL #_____ BEING HEREBY PROPOSED on the _____ day of _____, 2026.

BILL #_____ BEING HEREBY PASSED, APPROVED, and ADOPTED this _____ day of _____, 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

EXHIBIT A

WORKING GROUP REPORT

(Estimated Costs of Establishing the Fernley Power District Pursuant to NRS 266.290(2)(b))

[The Working Group Report, including the "Fernley Power District 5-Year Operational Revenue and Expense Scenarios" workbook and all supporting documentation prepared by the Working Group pursuant to Resolution #26-005, is attached hereto and incorporated by reference.]

WORKING GROUP REPORT NARRATIVE

As adopted by Fernley City Council Resolution #26-005 for purposes of exploring and studying cost estimates related to formation of the Fernley Power District

A. Startup Costs and District Formation (Year 0: 2026-2029)

The establishment of the Fernley Power District ("**FPD**") within the Victory Logistics District ("**Victory**") is a strategic initiative designed to create a specialized, non-rate regulated utility system. By structuring the FPD outside the purview of traditional public regulatory cost-of-service reviews, the City of Fernley ("**Fernley**") becomes one of the most attractive power markets in the Nation, prioritizing speed-to-power and developer flexibility. While the incumbent Utility (NV Energy) publicly communicates inability to serve and delays in the range of 2036-2042, the FPD allows direct revenues to flow to the residents of Fernley, while creating an atmosphere for the world's most well-capitalized and funded industries to advance the interests of economic underpinnings of the 21st century.

The foundational phase (Year 0; 2026-2029) is dedicated to legal and administrative architecture, ensuring that the FPD is positioned to support industrial-scale energy demand through private agreements rather than public debt or taxpayer subsidies. This includes: (1) Fernley's approval of the FPD, a municipal utility backed by decades of law and precedent in the State of Nevada; (2) Sufficient planning and capital outlay by Pioneer Developers Mark IV Capital and Stella Power Company (collectively, **"Pioneer Developers**") in an effort to satisfy end-Customer requirements; and (3) Securing market interest and intent to develop from End-Use Customers (primarily data centers or other "large electric load" entities, such as manufacturing, artificial intelligence, and logistics-driven entities (collectively **"Developers"** or where relevant **"End-Use Customers")**. Of the foregoing, parts two and three (capital outlay and End-Use Customer interest) has been established. Fernley's approval of the FPD finalizes these preliminary measures, ensuring long-term revenue accruals to Fernley for the benefit of its residents and long-term financial stability.

Formation costs will be borne entirely by the Pioneer Developers within FPD, avoiding the need for any Fernley-dedicated or other tax-payer revenues to secure or otherwise be spent on the FPD. These foundational phase startup costs are formed based on the proposed first 300MW, and are estimated to, depending on very dynamic market prices, to be at, around, or in excess of $600,000,000.[1] This includes an estimated $553,000 in initial Energy Service Company stand-up costs, and over $599,500,000 in foundational electric generation and electric distribution equipment.[2] These foundational construction costs relate to procurement of

[1] Given NRS 266.290(2)(b) requires the "estimated cost" of establishing the FPD, numbers have been rounded up to the nearest million in most cases. For a more detailed breakdown of estimated start up costs, including the costs relative to the Energy Service Company see Exhibit A to this report "Fernley Power District 5-year Operational Revenue and Expense Scenarios." For the avoidance of doubt, Exhibit A excludes certain foundational, construction, and ancillary costs, which are based on dynamic market availability and pricing, and entirely subject to end-use customer or supplier negotiations. In any case, all such costs will be recovered as discussed herein, consistent with Good Utility Practice (currently examples of similar planning modeling include NV Energy, Overton Power District, Valley Electric Association, and Boulder City Electric Utility, among others).

[2] Estimates are subject to end-use customer needs, which will only be finalized once FPD is formed and initial Pioneer infrastructure agreements negotiated. These estimates are driven by specific design considerations that the Pioneer Developers iterate with End-Use Customers. Regardless of cost estimates, all costs will be adequately accounted for and recovered as discussed herein as required by NRS 266.290(2).

equipment and materials, construction and grading costs (including necessary federal, state, and local, permits, legal review, securing fuel for electric generation system and costs related thereto, compliance requirements related to worker and community safety), redundant power supply systems, bridge power supply options (if necessary), and other necessary ancillary costs in the development of electric utility infrastructure.

Financial assumptions adopt a strategy of fiscal insulation by excluding speculative Fernley revenue estimates prior to the 2029 operational start (also referred to as **"In-Service Date"** or **"ISD"**).[3] While the primary 1% franchise fee does not trigger until ISD, near-term revenues for Fernley in 2026 and 2027 through construction permitting fees and other ancillary permitting fees will bring immediate revenues to Fernley.[4] By focusing "Year 0" exclusively on formation costs and delaying revenue projections until ISD, premature fiscal dependency on the project is excluded, and merely accrued as a tangential financial benefit to Fernley. For clarity, such ancillary permitting costs are not within the scope of this report as required by NRS 266.290, but are discussed as necessary context and information to the Fernley City Council in determining whether formation of the FPD is in the public benefit and interest.

B. Ongoing Operational Costs and Infrastructure Development

The operational horizon from 2029 to 2034 is defined by a strategic scaling of infrastructure to match customer load. While the FPD (once created) will reach ISD in 2028,[5] load ramp estimates have been specifically modeled to be conservative. The FPD's expenditure profile is optimized for de-risking: fuel expenses are treated as pass-through costs through end-use customer agreements, while generation and delivery infrastructure capital remains the primary variable, as negotiated through Power Purchase Agreements ("**PPAs**") and Operational Agreements with End-Users, regulated by the FPD Board.[6]

The following table contrasts the expenditure profile for the first full year of operations (2029) under both High and Low cost scenarios:

Expense Category (Year 0 – 2026-2029)	High Cost Scenario	Low Cost Scenario
Generation & Delivery Infrastructure (including fuel service costs, and integrated battery energy storage system (BESS))	$164.83/MWh	$153.14/MWh
Electric Service Company Cost of Service	$553,000	
Total Price (Excluding Franchise Fee)	**$165.36 / MWh**	**$153.61 / MWh**

[3] Initial permitting and incremental tax revenues are not directly relevant to FPD finances, which are the subject of this report, and therefore excluded for that reason.
[4] Storey County provides a good example, demonstrating permitting and construction fees in the millions of dollars when the same type of large infrastructure and industrial development is made plausible.
[5] The 2028 ISD is more than a decade before NV Energy has publicly stated availability to serve such load.
[6] Power Purchase Agreements (sometimes referred to as Energy Supply Agreements) along with Operational Agreements (sometimes referred to as "Line Extension Agreements") are standard agreements for all utilities, accurately and adequately allocating cost responsibilities amongst various end-use customers benefitting from such infrastructure.

To protect Fernley's long-term revenue interest, a 2-3% annual price escalator will be integrated into End-Use Customer PPAs.[7] This market-based, and contractually obligated price escalator serves as a vital hedge against inflation, ensuring that costs of electric service, as well as costs related to fuel and power supply, track market rates as the FPD matures. When combined with Electric Service Company Costs of Service, this structure creates a predictable method of recovering investments costs, allowing the FPD to amortize such investments and appropriately allocating costs to beneficiaries, while maintaining competitive energy pricing for all end-use customers.

Infrastructure within the FPD will only be constructed as required and requested by End-Use Customers. The initial plan is for ~300MWs online by early 2029, but again this will be driven by customer needs. Stella Power Company's investment in generation infrastructure will not materialize without an End-Use Customer first executing the necessary long-term PPA's or other related infrastructure build-out agreements that would necessitate such project-specific infrastructure. Moreover, any initial and subsequent generation build-out or expansion of transmission and distribution lines will only be considered when first requested, and then financially secured and backed, by End-Use Customers, and has the requisite permits to allow for additional generation. Such scaled construction is both standard in Good Utility Practice and ensures the avoidance of projects that might be commenced, then subsequently abandoned.

C. Revenue Scenarios, Franchise Fees, and Cost Recovery

The FPD will allow for a long-touted phrase that large electric infrastructure users (including data centers) "pay their own way." FPD operations will require no funding, investment, or credit from Fernley's municipal financial reserves or other statutorily empowered municipal financing powers. Despite the lack of any investment or credit from Fernley, a 1% franchise fee on all gross receipts to End-Use Customers within the FPD will serve as a primary long-term revenue stream for Fernley. The design results in a "Net-Zero Public Risk" model: Pioneer Developers, along with other Developers (including Power Generators and End-Use Customers) assume 100% of formation and ongoing operational costs. Moreover, retail residential service for the residents of Fernley and existing businesses will continue to take service from NV Energy, leaving current utility services entirely unaffected. [8] Because FPD costs are entirely separate from NV Energy's network system costs, no resident or business within Fernley will realize any impact to current electric rates because of the FPD's creation. Instead, FPD revenues are driven exclusively by energy supply, revenues from the retail sales of that energy supply, and private customer agreements, shifting all market risk away from the public sector.

The initial projected Fernley franchise fee revenues are detailed below and are subject to change based on project, regulatory and other permitting requirements necessitating approval:

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[7] This assumption is subject both to market demands and tied to the Consumer Price Index. Specific escalator rates will be negotiated and adopted at the time such PPAs are executed, and FPD Board approval of the same

[8] Regardless of whether Fernley moves forward with creating the FPD, NV Energy will continue to serve all residents and business within Fernley currently served by NV Energy, and those future customers outside of the FPD, which will be located within NV Energy's dedicated service territory. NV Energy, as a private company, has the right, upon approval by the PUCN to seek rate increases for other projects and increases in costs of doing business. For the avoidance of doubt, any such rate increase would not be caused or plausibly argued to be based on the FPD's entirely ring-fenced cost model.

Year	Cal. Year	Peak Demand	High Price (80% Load)	Low Price (90% Load)
1	2029	150 MW	$1,738,223	$1,816,564
2	2030	600 MW	$7,072,878	$7,392,508
3	2031	1200 MW	$14,425,110	$15,077,156
4	2032	1800 MW	$22,068,603	$23,066,232
5	2033	1800 MW	$22,509,975	$23,572,557
6	2034	1800 MW	$22,960,175	$23,998,108

Cost recovery mechanisms will be structured to prioritize the reimbursement of the Pioneer Developer's upfront investment only after the FPD is operational ensuring that Pioneer Developers are made whole for the formation risks taken, while Fernley begins realizing substantial net revenues through initial permitting fees and other ancillary fees. For the avoidance of doubt, any such cost recovery will not have an impact on franchise fees, which will begin to accrue to Fernley upon FPD's ISD.

Ultimately, this working group study narrative demonstrates that the FPD is more than a utility; it is a transformative economic engine capable of delivering nearly $24 million in annual recurring revenue Fernley, for its discretionary use, at the current full build-out plan[9]. How Fernley decides to spend that money will be left to the Fernley City Council's budgeting process. Whether for schools, fire service, roads, parks, recreation centers, or any other public service, Fernley's general fund revenues will be augmented significantly by the creation of the FPD. From 2020-2024, Fernley's average annual fund revenues amounted to roughly $11,700,000 with the peak year being FY23 resulting in $14,817,275 in general fund revenues.[10] As demonstrated above, by FY30 the Fernley's General Fund budget more than doubles with revenues continuing to substantially increase resulting in an additional $20 million annually to Fernley and its taxpayers on full build-out of FPD's first phase.

Without the FPD, and relying on the current incumbent utility model, such revenues are not only rendered unobtainable, but also put entirely at risk, as other municipalities in Nevada, neighboring States, and communities across the Nation work to solve the issue of updating a bureaucratic, antiquated regulatory framework while attempting to build electric infrastructure to meet the demands necessitated by cell phones, computers, tablets, and the modern working economy. Today, Fernley has a unique "seat at the table" relative to such opportunities. As an incorporated City, Fernley's municipal powers allow the City to take advantage of unique

[9] Full build-out of the project, estimated 1.8GW (1800MW) is dependent on project tenants, such as, End-Use Customer credit, End-Use Customer committed growth, ability of project and Pioneer Developer ability to scale through equipment and labor contract purchases, and necessary and requisite governmental permitting.

[10] City of Fernley Financial Transparency Page: https://fernleynv.opengov.com/transparency#/167290/accountType=revenuesVersusExpenses&embed=n&breakdown=types&currentYearAmount=cumulative&currentYearPeriod=years&graph=bar&legendSort=desc&proration=true&saved_view=800848&selection=A13D77E515C27668EF9F4FFF5E946A8E&projections=null&projectionType=null&highlighting=null&highlightingVariance=null&year=2024&selectedDataSetIndex=null&fiscal_start=earliest&fiscal_end=latest

economic opportunities that will pay dividends for generations. Other jurisdictions within Nevada, including Lyon County, have under consideration the same type of "power district" model, with others under discussion across the State. Neighboring States like Utah, Idaho, Wyoming, and Arizona are currently working towards legislative changes to allow similar frameworks for their own States' economic benefit. Nevada's business-friendly environment, paired with unique, favorable, and existing statutory frameworks allow Fernley to seize its own financial destiny by relying on traditional American principles such as self-reliance, hard work, and ingenuity.

D. Liability Indemnification and Full Protection of Fernley and its Taxpayers

To ensure Fernley remains insulated from any legal or financial exposure, Developers will be required to agree to broad indemnification terms for FPD matters, which are aimed at protecting Fernley from any financial exposure or risk, under any circumstance related to FPD build-out and operations. In other words, Developers will be legally responsible for defending the Fernley and the FPD against any third-party claims, lawsuits, or damages arising from projects or operations within the FPD.

Because the FPD will operate as a municipal utility, Fernley can legally require and enforce such indemnification as a precondition of development activity within the FPD. In no case will Fernley, or the FPD, as an instrument of the City of Fernley, be responsible for conduct, liabilities or activities of the Developers within the FPD.

Example Indemnification Language:[11]

"[The Developers] shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the City and the FPD from and against any and all claims, losses, or liabilities, including reasonable attorney fees, arising out of or resulting from the development, construction, or operation of [District infrastructure]. This duty to defend is immediate from the date such claims, losses or liabilities arise."

E. CONCLUSION

As demonstrated throughout this Working Group report, the proposed FPD model provides a definitive roadmap for utility formation that fulfills the requirements of NRS 266.290 by outlining the estimated start-up and ongoing operational costs of establishing the FPD and also articulating the proposed manner and terms of payment for those costs. The model is not new. Rather, the model relies on long-established and well-utilized municipal utility models currently in use by municipal utilities like Boulder City, the City of Caliente, the City of Fallon, and Overton Power District, to name a few. By mandating that 100% of startup and ongoing operational costs are borne entirely by the Developers through up-front funding and securitized performance bonds, the FPD establishes a "Net-Zero Public Risk" environment that shields the Fernley from any fiscal or remediation liability. This structural insulation, combined with robust contractual step-in rights and projected $24 million in annual recurring franchise fees at full build-out, confirms that the FPD is not merely a viable utility, but a transformative economic

[11] Any contractual language provided by way of example in this working group narrative report is subject to ultimate approval by the FPD and contractual terms as negotiated between the Developers. Notwithstanding, the example language approximates or mirrors language in market-standard agreements used by other Utilities and municipalities for similar large infrastructure developments.

engine capable of doubling Fernley's General Fund without a single dollar of public investment or risk to existing resident utility rates.

Submitted by the Working Group organized pursuant to Resolution #26-005 for the purpose of developing cost estimates required by NRS 266.290(2)(b) in exploring the creation of the Fernley Power District.

Members
Barry Williams, Public Works Director, City of Fernley
Steve Kuntz, Representative from the North Lyon Fire
Rick Nelson, MIV Capital Representative
Nash Whitney, Stella Power Representative
Dated May 4, 2026.

EXHIBIT A ***to Working Group Report***

SPREADSHEET RE: WORKING GROUP REPORT

WORKING GROUP FINANCIAL PRO FORMA OF COST ESTIMATES AS REQUIRED BY NRS 266.290

Fernley Power District 5-Year Operational Revenue and Expense Scenarios

Note: City revenue estimates only include franchise fees; sales and other tax estimates to be determined but additive to city revenue in 2029 through 2034

All figures preliminary estimates and subject to change due to a host of variables not limited to final construction costs, customer load ramp, availability of natural gas, timing of emissions permitting for subsequest stages.

Year of District Operation	***0***	***1***	***2***	***3***	***4***	***5***
Calendar Year	*2029*	*2030*	*2031*	*2032*	*2033*	2034
High Franchise Fee Revenue Scenario	$1,738,223	$7,072,878	$14,425,110	$22,068,603	$22,509,975	$22,960,175
Low Franchise Fee Revenue Scenario	$1,816,564	$7,392,508	$15,077,156	$23,066,232	$23,527,557	$23,998,108

Based on MW at Year Start

Revenue Scenarios	**Notes**	**Units**	**2029**		**2030**		**2031**		**2032**		**2033**		**2034**	
			High	***Low***	***High***	***Low***	***High***	***Low***	***High***	***Low***	***High***	***Low***	***High***	***Low***
Energy Sales														
Power Plant Capacity	Based on full build out the previous year.	*MW*	150	150	600	600	1200	1200	1800	1800	1800	1800	1800	1800
Estimated Load Factor	High revenue estimate assumes 80%, low estimate assumes 90	%	80%	90%	80%	90%	80%	90%	80%	90%	80%	90%	80%	90%
Estimated Energy Sold	Estimated Annual Energy Consumed by Customer	MWh	1,051,200	1,182,600	4,204,800	4,730,400	8,409,600	9,460,800	12,614,400	14,191,200	12,614,400	14,191,200	12,614,400	14,191,200
Energy Price ($/MWh)	Based on high to low cost estimates to construct and operate generation and delivery infrastructure within the District; exclusive of franchise fee	*$/MWh*	$ 164.83	$ 153.14	$ 168.13	$ 156.20	$ 171.49	$ 159.33	$ 174.92	$ 162.51	$ 178.42	$ 165.76	$ 181.99	$ 169.08
Estimated Franchise Fee Revenue to City		$	**$ 1,732,692.96**	**$ 1,811,033.64**	**$7,069,387.28**	**$ 7,389,017.25**	**$ 14,421,550.04**	**$ 15,073,595.19**	**$ 22,064,971.57**	**$ 23,062,600.64**	**$ 22,506,271.00**	**$ 23,523,852.66**	**$ 22,956,396.42**	**$ 23,994,329.71**
Energy Service Company Startup and Operation Costs														
One-Time Equipment and Materials		$	$	150,000										
One-Time Legal		$	$	100,000										
Recurring Costs	Includes recurring costs for equipment and materials and legal, as well as other recurring costs (contract billing, admin, consultants, insurance, accounting, auditing)	$	$	303,000	$	349,060	$	356,041	$	363,162	$	370,425	$	377,834
Total District Costs	Total District Annual Costs (recovered in Energy Sales to end-customer)	$	$	553,000	$	349,060	$	356,041	$	363,162	$	370,425	$	377,834
Share of District Costs to Franchise Fee			$	5,530	$	3,491	$	3,560	$	3,632	$	3,704	$	3,778
Net Revenue/Estimated Franchise Fee to City			**$1,738,223**	**$1,816,564**	**$7,072,878**	**$7,392,508**	**$14,425,110**	**$15,077,156**	**$22,068,603**	**$23,066,232**	**$22,509,975**	**$23,527,557**	**$22,960,175**	**$23,998,108**

Core assumptions

Estimated customer load factor - Low		90%	
Estimated customer load factor - High		80%	
Franchise Fee		1%	
High price scenario - year 1 ($/MWh)	$	164.83	*Based on General Catalyst estimates of energy prices within the District associated with the construction and operation of generation and delivery infrastructure, exclusive of franchise fees. Actual prices will be negotiated directly with customers and are subject to change*
Low price scenario - year 1 ($/MWh)	$	153.14	
Price escalator		2%	

Contextual Note: *Assumptions presented are based on one of two models for FPD financing and cost recovery. The "Pioneer Model" contemplated here is an "all-in" cost recovery for both power generation and necessary transmission and distribution infrastructure, along with necessary costs for electric service company (ESCo) operations. This "Pioneer Model" contemplates a single Power Purchase Agreement with a single rate for all services provided (including infrastructure). Where additional power generation developers provide alternative electric energy services within FPD, ESCo may recover costs through this same Pioneer Model, or instead, recover such costs through more than one agreement, "Secondary Model". Under this "Secondary Model," it will be typical that a Power Purchase Agreement between a Subsequent Generator and End-Use customer will govern the costs of electric energy provided, while other agreements, like Line Extension Agreements or Electric Service Agreements, between the Franchise Electric Service Company and End-Use Customers, will govern up front-cost recovery from End-Use Customers to independently pay for their own power delivery infrastructure (like power lines and substations). Such agreements under this Secondary Model, like the Pioneer Model, will include the costs of the electric service company to operate and mantain that infrastructure, along with all other incremental operational costs of the electric service company to ensure full cost recovery for all infrastructure within the District.* **For Illustrative Purposes** the Secondary Model, even relying on the same numbers presented here, would have the effect of reducing the $/MWh price for End-Use Customers under the Power Purchase Agreement, while line item expenses for transmission, distribution, and ESCo services, would be left to separate agreements requiring up-front investments and securitization of long-term projects, or monthly billing agreements from the ESCo for an End-Use Customers proportionate share of ESCo costs.

From:	Scott Barnes
To:	Michele Rambo; Aaron Mouritsen
Cc:	Rick Nelson; Bob Sweetin
Subject:	Fernley Power District - Business Impact Statement
Date:	Wednesday, March 25, 2026 11:12:31 AM
Attachments:	image002.png

Good morning Michele and Aaron,

On behalf of Mark IV Capital, we would like to waive the Business Impact Statement requirement, as we are the only owners of the parcels to be included in the Fernley Power District at this time.

Please feel free to contact me with any questions or concerns; we appreciate your involvement and are here to assist you.

Thank you.

Scott Barnes

Vice President, Entitlements

D 775.525.9860
1740 N. Nevada Pacific Parkway, Suite 100
Fernley, NV 89408

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Treston Rodriguez**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:	No: x	Yes:	No: x	N/a

ACTION REQUESTED: Ordinance

AGENDA ITEM:

(For Possible Action) Discussion and first reading regarding DA22002AMD1, an amendment to a Development Agreement associated with Sherwood Village requested by 890 Fremont Street, LP to reflect changes in the project form and layout of the proposed development. The subject site consists of approximately ± 26.47 acres, is designated Mixed Residential in the Master Plan and zoned MDR14 (Medium Density Residential, maximum 14 du/ac), and is generally located north of Fremont Street, south of U.S. Interstate 80, west of Wildwood Drive, and east of Vine Street, Fernley, Nevada (APNs: 021-092-05, 021-092-23, 021-092-26, 021-092-27, 021-092-55, 021-092-58, 021-092-59, 021-092-60).

AGENDA ITEM BRIEF:

The applicant is requesting approval of DA22002AMD1, an amendment to Development Agreement DA22002 associated with the Sherwood Village project. The proposed amendment updates the existing Development Agreement to reflect changes in the form and layout of the approved development. The revised project consists of a 293-unit duplex-style residential development on approximately 26.47 acres designated Mixed Residential in the Fernley Comprehensive Master Plan and zoned MDR14 (Medium Density Residential, maximum 14 dwelling units per acre). Concurrent with this request, the applicant submitted a Conditional Use Permit CUP25004 under separate application.

RECOMMENDED MOTION:

N/a

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

None.

BACKGROUND:

The subject site consists of approximately 26.47 acres located north of Fremont Street, south of Interstate 80, west of Wildwood Drive, and east of Vine Street in Fernley, Nevada. The site is comprised of eight parcels identified as APNs 021-092-05, 021-092-23, 021-092-26, 021-092-27, 021-092-55, 021-092-58, 021-092-59, and 021-092-60. The property is designated Mixed Residential (MR) in the Fernley Comprehensive Master Plan and is zoned MDR14 (Medium Density Residential, maximum 14 dwelling units per acre).

The subject property has previously received multiple development-related approvals, including ZMA200003, CUP200003, CUP200003EXT, DA22002, T1VAC22001, and TSM22005. The most recent approval included a 316-unit apartment-style residential development approved under Tentative Subdivision Map TSM22005. Development Agreement DA22002 was subsequently recorded to establish the obligations and responsibilities associated with implementation of the approved project.

The applicant has since revised the project and is proposing a 293-unit duplex-style residential development. Concurrent with this request, the applicant is seeking approval of Conditional Use Permit CUP25004. Because the revised project differs from the previously approved development in both form and layout, the applicant has submitted Development Agreement Amendment DA22002AMD1.

The proposed amendment is structured as an Amended and Restated Development Agreement which supersedes the original Development Agreement in its entirety. The amendment updates project descriptions, development obligations, infrastructure responsibilities, and implementation procedures to reflect the revised development proposal.

The amended agreement establishes requirements related to construction of Fremont Street frontage improvements, utility infrastructure, storm drainage facilities, sidewalks, and other public improvements necessary to serve the development. The agreement also establishes procedures associated with acquisition of right-of-way necessary to complete Fremont Street improvements and provides a framework for development of a secondary emergency access connection to Vine Street.

Additionally, the agreement contains provisions related to reimbursement of City costs, financial security for required public improvements, project administration, and implementation of the revised development. Staff has reviewed the proposed amendment and finds that it provides an appropriate framework for development of the project while ensuring that public infrastructure obligations and associated costs remain the responsibility of the developer.

FINDINGS

Pursuant to FMC 32.03.100(a)(6), specific findings must be made in order to approve a Development Agreement. The proposed Development Agreement Amendment request has been evaluated against the

applicable review criteria contained within the Fernley Municipal Code, and the following findings can be made in support of the request:

a. Consistency with the City's Master Plan

The proposed Development Agreement Amendment is consistent with the Fernley Comprehensive Master Plan. The subject property is designated Mixed Residential (MR) and zoned MDR14 (Medium Density Residential, maximum 14 dwelling units per acre). The amended agreement facilitates development of the property in a manner consistent with the Mixed Residential land use designation and does not alter the underlying land use designation or zoning of the property.

The amended agreement updates the development obligations associated with the project, including public infrastructure improvements, right-of-way acquisition procedures, and project implementation measures necessary to support the revised development proposal. Therefore, the proposed Development Agreement Amendment is consistent with the Fernley Comprehensive Master Plan.

b. Consistency with Nevada and Federal Law

The proposed Development Agreement Amendment has been processed in accordance with the requirements of Nevada Revised Statutes and the Fernley Municipal Code. The amended agreement establishes a framework governing development of the property, allocation of responsibilities between the City and developer, construction of required public improvements, and implementation of the approved project.

Staff is not aware of any provisions contained within the proposed amendment that conflict with applicable Nevada or federal law. Therefore, the proposed Development Agreement Amendment is consistent with Nevada and federal law.

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 278.020 – Grant of power to cities and counties for regulation of land use and development
- NRS 278.0201 through 278.0207 – Development Agreements
- NRS 278.250 – Regulations for zoning districts and uses
- NRS 278.260 – Determination, establishment, enforcement, and amendment of zoning regulations
- FMC 32.03.020 – Application review procedures, general entitlement processing, hearings, and decision-making authority
- FMC 32.03.100(a) – Development Agreements

- FMC 32.06.080 – MDR14 zoning district regulations
- Development Agreement DA22002 and proposed Amendment DA22002AMD1

FINANCIAL IMPLICATIONS:

None.

ATTACHMENTS:

1. Exhibit 1- Bill #388
2. Exhibit 2 - Amended Sherwood Development Agreement

BILL #388
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AUTHORIZING THE CITY OF FERNLEY TO ENTER INTO AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT (DA22002AMD1) WITH 890 FREMONT STREET, LP, IN ASSOCIATION WITH THE SHERWOOD VILLAGE DEVELOPMENT RELATING TO PUBLIC IMPROVEMENTS, FREMONT STREET IMPROVEMENTS, UTILITY INFRASTRUCTURE, RIGHT-OF-WAY ACQUISITION, EMERGENCY ACCESS IMPROVEMENTS, AND OTHER RELATED MATTERS ON A SITE APPROXIMATELY 26.47 ACRES IN SIZE AND GENERALLY LOCATED NORTH OF FREMONT STREET, SOUTH OF INTERSTATE 80, WEST OF WILDWOOD DRIVE, AND EAST OF VINE STREET, FERNLEY, NEVADA (APNS: 021-092-05, 021-092-23, 021-092-26, 021-092-27, 021-092-55, 021-092-58, 021-092-59, AND 021-092-60).

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

Based on the provisions set forth in Nevada Revised Statutes and the City of Fernley Development Code, the Council does hereby authorize the City of Fernley to enter into an Amended and Restated Development Agreement (DA22002AMD1) with 890 Fremont Street, LP, as attached.

The Amended Development Agreement involves the Sherwood Village development approved pursuant to Chapter 278 of Nevada Revised Statutes. Current APNs: 021-092-05, 021-092-23, 021-092-26, 021-092-27, 021-092-55, 021-092-58, 021-092-59, and 021-092-60.

BILL #388 BEING HEREBY PROPOSED on the 17th day of June, 2026.

BILL #388 BEING HEREBY PASSED, APPROVED and ADOPTED this 15th day of July, 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

DRAFT AGREEMENT FOR DISCUSSION PURPOSES ONLY

When recorded, mail to:

City Clerk
City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Amended and Restated Development Agreement (this "**Agreement**") is made by and between the City of Fernley, a municipal corporation and political subdivision of the State of Nevada (the "**City**") and 890 Fremont Street LP, a Nevada limited partnership ("**Developer**"). Notwithstanding the date of signature or acknowledgment by the parties, this Agreement shall become effective as of the date on which it is recorded in the Official Records of Lyon County, Nevada (the "**Effective Date**").

RECITALS

A. Developer is the current owner of that certain real property located in the City of Fernley, County of Lyon, State of Nevada, more particularly described as Exhibit "A" attached hereto ("**Project Property**").

B. A prior developer and the City previously entered into that certain Development Agreement dated on or about February 1, 2023, and recorded February 10, 2023 as Document 666751 ("**Original Development Agreement**") in the Official Records of Lyon County, Nevada ("**Official Records**"). This Agreement shall supersede the Original Development Agreement in its entirety.

C. The Original Development Agreement set forth the mutual understanding of the City and the prior developer regarding the orderly development of the Project Property for a 316-unit multifamily residential development known as Sherwood Villages ("**Project**"), subject to the conditions of approval for a conditional use permit (CUP20003) approved by the Planning Commission on May 12, 2021.

D. Developer has applied for a new conditional use permit (CUP_____) ("**Entitlement**") to make modifications to the Project, and to reduce the overall unit count from 316 dwelling units to 293 dwelling units, among other changes. On _____, 2026, the Planning Commission approved the Entitlement, subject to the conditions of approval attached hereto as Exhibit "B" ("**Conditions**").

E. The development of the Project, including the Project Property, must be conducted pursuant to the provisions of the Nevada Revised Statutes ("**NRS**"), the Entitlement, the Conditions, and the City's Municipal Code ("**Code**").

F. The City is authorized, pursuant to NRS 278.0201 through 278.0207, inclusive, and Code §32.03.100(a), to enter into binding development agreements with any person having a legal or equitable interest in land concerning the development of that land provided that such agreement is consistent with the City of Fernley Comprehensive Master Plan August 2018 ("**Master Plan**").

G. The Master Plan includes the following goals:

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

- Encourage housing that supports sustainable development patterns by promoting the efficient use of land […and] easy access to services and public facilities […]. Master Plan §HP.1.2.

- Strive for viable mixed income neighborhoods throughout Fernley that collectively reflect the diversity of housing types and tenure (rental and ownership). Master Plan §HP.1.3.

- Provide opportunities for high-density residential development near the downtown core and elsewhere in the community where appropriate. Master Plan §HP.1.4.

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

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

- Promote infill development. Master Plan §LU.1.5.

H. By entering into this Agreement, the City will ensure the orderly development of the Project in accordance with the Conditions, and consistent with the City's goals set forth in the Master Plan as identified in Recital F above. As such, approval of this Agreement is consistent with the Master Plan, as required by NRS 278.0203 and Code §32.03.100(A)(6)(a).

I. Acknowledging the foregoing, the parties desire to enter into this Agreement to provide for the matters set forth herein.

NOW, THEREFORE, in exchange for mutual considerations, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEVELOPMENT MATTERS.

Section 1.1 Development Standards. The permitted uses of the Project Property, the density or intensity of its use, the maximum height and size of the proposed buildings, and any dedication of any portion of the Project Property to the City for public use shall be as provided in this Agreement, the Entitlements, the Conditions, the Code, and any future entitlements or approvals issued by the City for the Project or the Project Property, as the same may hereafter be revised, modified or amended from time to time in accordance with applicable law.

A. The density of the Project Property is approximately 11.1 dwelling units per acre.

B. The permitted uses of the Project Property are those approved in the Entitlement.

C. As of the Effective Date, Chapter 32.09 of the Code of Ordinances for the City of Fernley, Nevada, shall be the applicable development standards for the Project Property, except as otherwise provided by the Conditions or this Agreement.

D. Modifications to the Project that would qualify as "minor modifications" under Code §32.06.140(f), governing modifications to Planned Unit Developments (the "**Minor Modification Standards**") may be approved administratively by the Administrator without further public hearing, subject to the procedures and limitations set forth herein. The Minor Modification Standards are incorporated herein by reference and shall be applied to the Project as if the Project were a Planned Unit Development for purposes of this Agreement. The Director's determination shall be based on whether the proposed modification satisfies the Minor Modification Standards and is otherwise consistent with the conditions of the Entitlement, this Agreement, and applicable provisions of the Code. Notwithstanding anything in this Section to the contrary, no modification shall be approved administratively if it would reduce required open space, landscaping, parking, or buffers below applicable Code minimums or the standards approved under the Entitlement.

Section 1.2 Limitation. The provisions of NRS 278.0201 apply to this Agreement.

Section 1.3 Improvements related to Fremont Street.

A. Prior to the issuance of the certificate of occupancy for the first building in the Project, the Developer shall construct the following in accordance with the Conditions (collectively, the "**Fremont Street Improvements**"):

(i) back-of-curb to back-of-curb and all underground water, sanitary and storm facilities within the right-of-way as shown on Exhibit "C",

(ii) sidewalks on the northside of Fremont Street in areas of Developer acquired right-of-way as shown on "Exhibit C".

(iii) storm water facilities will utilize the methodology of the Fremont Street Drainage Improvements shown on Exhibit "D".

B. The parties acknowledge that Developer must acquire certain rights-of-way or easements from various third parties in order to construct the Fremont Street Improvements. If Developer is not able to acquire all necessary rights-of-way or easements for the Fremont Street Improvements, the City may, in its sole and absolute discretion, elect to exercise the power of eminent domain to acquire all or a portion of the remaining rights-of-way that the Developer is not able to acquire (the "**Remaining Fremont ROW**"); provided, however, that nothing in this Agreement shall be construed to require the City to condemn the Remaining Fremont Row. Developer shall provide legal descriptions prepared by a licensed surveyor in accordance with NRS 645.340 for each segment or section of the Remaining Fremont ROW concurrently with Developer's submission of plans for construction of the Fremont Street Improvements.

C. If the City does not acquire the Remaining Fremont ROW or obtain an order permitting immediate occupancy of the Remaining Fremont ROW within eighteen (18) months after the issuance of permits for construction of the Fremont Street Improvements, then: (i) Developer shall not be required to construct the improvements within those portions of the Remaining ROW, and (ii) any Conditions related to improvements in the Remaining ROW shall be deemed waived.

Section 1.4 Secondary Access Road. The parties acknowledge that Developer must provide emergency access to the Project as shown on Exhibit "E" ("**Vine ROW**"). Developer shall construct the improvements to the Vine ROW in accordance with the City's emergency access standards, including a minimum width of 20 feet and a surface load rating of 75,000 pounds. If, despite Developer's good faith efforts, Developer is unable to acquire the Vine ROW, the City shall exercise the power of eminent domain to acquire the Vine ROW. The City's obligation to commence the acquisition of the Vine ROW shall arise upon: (i) Developer's satisfaction of the requirements set forth in Section 2.1(A) and 2.1(B), and (ii) written notice from Developer that efforts to acquire the Vine ROW through direct negotiations have failed.

ARTICLE 2
RIGHT-OF-WAY ACQUISITIONS

Section 2.1 Acquisition of ROW on Fremont Street. If the City elects to commence a condemnation action to acquire all or a portion of the Remaining Fremont ROW or the Vine ROW (collectively, the "**Unacquired ROW**"), Developer shall comply with the requirements set forth in this Article 2.

A. For each segment of the Unacquired ROW that the City elects to condemn, Developer shall, at its sole cost and expense, provide the following to the City: (i) a preliminary title report, (ii) a legal description prepared by a licensed surveyor (if not already provided), and (iii) an appraisal of the estimated fair market value of such segment, prepared by a Nevada licensed appraiser selected by Developer.

B. Prior to the initiation of any condemnation action for the Unacquired ROW, Developer shall deposit with the City a cash amount (the "**Acquisition Deposit**") equal to the sum

of: (a) thirty thousand dollars ($30,000); plus (b) the fair market value of each segment of the Unacquired ROW the City has elected to condemn, as determined by the appraisal(s). The Acquisition Deposit shall be used by the City to pay costs and expenses incurred in connection with the acquisition of the Unacquired ROW, including but not limited to actual appraisal costs, title costs, escrow fees, expert fees, court costs, litigation expenses, attorneys' fees, settlement payments, judgments, and condemnation awards ("**Costs**"); provided, however, Developer's obligation shall not exceed the appraised fair market value of all Unacquired ROW plus $75,000 in Costs.

C. If, at any time, expenditures by the City reduce the balance of the Acquisition Deposit below $15,000, Developer shall, within ten (10) business days after written notice from the City, deposit additional funds in an amount sufficient to restore the balance of the Acquisition Deposit to not less than $30,000, unless the City expressly agrees in writing to a lesser balance. The City shall have no obligation to continue acquisition or condemnation activities if Developer fails to timely replenish the Acquisition Deposit as required by this Section. Upon completion of all condemnation actions and acquisition of the Unacquired ROW, and after payment of actual Costs incurred by the City (not to exceed $75,000), any remaining balance of the Acquisition Deposit shall be refunded to Developer, without interest.

Section 2.2 Security for Public Improvements. Prior to commencing construction within the Unacquired ROW, Developer shall furnish to the City a performance bond, letter of credit, or other form of security acceptable to the City (the "**Improvement Security**") guaranteeing the timely construction and completion of all required street improvements for the Project. The Improvement Security shall be in an amount equal to one hundred fifty percent (150%) of the total estimated cost to construct and complete the required street improvements, including any required contingency, as determined by a cost estimate provided by Developer's contractor subject to the reasonable review and approval of the City Engineer or other authorized City official. The Improvement Security shall remain in full force and effect until the City has determined that the street improvements have been completed in accordance with approved plans and applicable standards.

Section 2.3 Reimbursement. Notwithstanding anything to the contrary contained in this Agreement, Developer shall reimburse the City for any and all actual costs and expenses incurred by the City in: (a) acquiring the Unacquired ROW, whether by negotiation or condemnation; provided, however, the amount shall not exceed the Developer's appraisal and $75,000 in Costs unless specifically agreed to in writing by Developer; and (b) constructing, completing, repairing, or correcting the required street improvements, to the extent such costs and expenses are incurred as a result of Developer's failure to timely deposit required funds, replenish the Acquisition Deposit, construct the improvements, or otherwise perform its obligations under this Agreement and the Conditions. Such reimbursement obligation shall be independent of, and in addition to, any security provided by Developer and shall survive any termination of this Agreement.

ARTICLE 3
GENERAL TERMS.

Section 3.1 Effective Date; approved by ordinance. This Agreement is not effective until it has been approved by ordinance and recorded.

Section 3.2 Term; Cancellation. This Agreement shall continue in full force and effect until the earlier of (i) the date upon which a certificate of occupancy has been issued for all buildings in the Project, or (ii) twenty (20) years with an automatic one-year extension, unless cancelled in accordance with the terms NRS 278.0205. A cancellation of this Agreement is not effective or binding until approved by ordinance of the City Council and recorded in accordance with NRS 278.0205.

Section 3.3 Modifications and Amendments. Modifications and amendments to this Agreement are not effective or binding until approved by ordinance of the City Council and recorded in accordance with NRS 278.0205.

Section 3.4 Breach. A violation of this Agreement by a party hereto shall be a breach of this Agreement by that party if, within 60 days after receipt of notice of such violation delivered in accordance with Section 3.7 below by the non-violating party, the violating party fails to cure such violation, provided, however, that the violating party shall not be in breach of this Agreement if such party commences to cure the alleged violation within said sixty (60) day period and proceeds diligently to cure such default and does cure the alleged violations. If the violation is not cured, the breaching party shall be in default hereunder, and the party alleging the breach may elect any one or more of the following courses:

A. Amendment or Termination by City. After proper notice and the expiration of the above-referenced period for Developer to correct the alleged material breach, the City may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council. Following consideration of the evidence presented before the City Council and a finding that a material breach has occurred by Developer and remains uncured, City many amend or terminate this Agreement.

B. Termination by Developer. In the event City materially defaults under this Agreement, Developer shall have the right to terminate this Agreement after providing notice and an opportunity to cure as set forth in this Section. Developer shall have the option, in its discretion, to maintain this Agreement in effect and seek to enforce all of City's obligations by pursuing an action for specific performance or other appropriate judicial remedy.

Section 3.5 Entire Agreement. With respect to the matters addressed herein (including the recitals), this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties.

Section 3.6 Assignments; Transfer of rights. Developer acknowledges and agrees that the rights and obligations created by and resulting from this Agreement run with the land comprising the Property and may not be transferred nor assigned separate and apart from

ownership of the land comprising the Property. Further, the land comprising the Property may not be transferred free of the obligations and rights created by and under this Agreement. Developer further agrees and acknowledges that City's willingness to enter into this Agreement is based in substantial part on Developer developing the Project or being involved in the development of the Project. Therefore, City and Developer agree to the following restrictions on assignment and transfer:

A. The Project Property may be freely transferred or assigned to an affiliate of Developer, provided that such entity shall assume in writing all obligations of Developer hereunder and provide substitute security in form and amount acceptable to the City for any security previously provided by Developer in compliance with this Agreement or the Code, if any.

B. The Project Property may be transferred or assigned, either in its entirety or in a series of transactions, to a qualified developer which is reasonably acceptable to the City Manager, provided that such entity shall assume in writing all obligations of Developer hereunder, and provide substitute security in form and amount acceptable to the City for any security previously provided by Developer in compliance with this Agreement or the Code, if any.

C. Developer shall not sell or transfer all of the Project Property in its entirety to any other third person (other than as provided herein) without the written consent of the City. Any transfer in violation of this prohibition shall be deemed a default by Developer of this Agreement. Any transfer of more than forty (40%) percent of the ownership interests in Developer to a third person other than as provided herein shall be considered a transfer of the Project Property; provided, however, the following transfers of ownership interests shall be expressly permitted (a) transfers of ownership interests between the existing owners of the Developer; (b) for the Developer's Tax Credit Investor (as defined below) to transfer its investor limited partner interest in the Developer nor for the Investor Member to remove the Developer's general partner in accordance with the terms of the Developer's limited partnership agreement; or (c) assignment made by the Developer or its owners as security in connection with obtaining financing from any Designated Lenders (as defined below) and the exercise of lender remedies with respect thereto, including but not limited to, any transfer of the Project to such lender upon foreclosure, deed in lieu or similar event or any transfer by the lender after such foreclosure, deed in lieu or similar event.

D. No transfer of any portion of the Project Property shall relieve Developer of its obligations hereunder as to the portion of the Project Property so assigned or transferred, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement. This sub-section shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of the Project Property.

E. Developer has full discretion and authority to transfer, assign or encumber the Project Property or portions thereof, in connection with financing transactions, including without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds there from, and the ability to foreclose on and take title to the Project Property and may enter into such transactions at any time and from time to time without permission of or notice

to City. All such financing transactions shall be subject to the terms and conditions of this Agreement.

Section 3.7 Notices; when deemed sufficiently given.

A. Formal notices, demands and communications between the City and Developer must be in writing and sent to the following addresses:

If to Developer: 890 Fremont Street LP
_____
_____

If to City: City of Fernley, Attention: City Manager
595 Silver Lace Boulevard
Fernley, NV 89408

B. If notice is sent by registered or certified mail to the correct address, postage prepaid, it will be deemed sufficiently given the earlier of when actually received by the addressee or three business days after it is received by the U.S. Post Office as indicated on the receipt.

C. If notice is sent by courier, or overnight delivery service (Federal Express, UPS Overnight, U.S. Postal Priority Mail), and is properly addressed, it will be deemed sufficiently given when delivered as indicated in the records of the courier or service.

D. Either party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address.

Section 3.8 Further documents. Each party agrees to honor any reasonable requests by the other party to complete, execute, and deliver any document necessary to accomplish the purposes hereof.

Section 3.9 Attorney's fees and costs. If any party hereto institutes any action or proceeding (including arbitration, if authorized or mutually agreed upon) against the other or others arising out of or relating to this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs by the non-prevailing party.

Section 3.10 Time of Essence. Time is of the essence in the performance of this Agreement.

Section 3.11 Governing law. The laws of the State of Nevada, without regard to conflicts of law principles, shall govern the interpretation and enforcement of this Agreement.

Section 3.12 Severability of invalid or unenforceable provisions. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

Section 3.13 Binding effect; successors and assigns; assignment/delegation. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, and permitted successors and assigns of the parties hereto. To the extent that any assignment of any right under this Agreement changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Agreement, attempts to operate as 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 Agreement.

Section 3.14 No third-party beneficiaries intended. Unless otherwise specifically identified in this Agreement, there are no third-party beneficiaries intended by this Agreement and no third parties have any standing to enforce any of the provisions of this Agreement.

Section 3.15 Representation and warranties by persons who sign this Agreement. Each person who signs this Agreement represents and warrants to each other person who signs this Agreement that he or she is an authorized agent of and has actual authority to execute this Agreement on behalf of the party for whom he or she is signing, and that all required approvals and actions have been taken to authorize the execution of this Agreement with the intent and effect of binding the party to this Agreement.

Section 3.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original; and such counterparts shall constitute one and the same Agreement. Any signature page of the Agreement may be detached from any counterpart without impairing the legal effect of any signatures, and may be attached to another counterpart identical in form. This Agreement may be executed by signatures provided by facsimile or email, and such signatures shall be as binding and effective as original signatures.

Section 3.17 Construction. This Agreement is the product of joint collaboration and negotiations among the parties and their counsel. The terms and conditions of this Agreement shall be construed as a whole according to their fair meaning, and not strictly for or against any party. Further, any ambiguities are to be resolved according to their fair meaning, and not construed against the drafting party.

Section 3.18 Developer Financing. The City is aware that the Developer may obtain financing for the acquisition, development and/or construction of the real property and/or improvements to be constructed on the Project in whole or in part, from time to time, by one or more third parties (individually a "**Lender**", and collectively the "**Lenders**"). Copies of all notices provided to the Developer shall simultaneously be provided to any Lenders previously designated by the Developer to receive such notice (the "**Designated Lenders**") whose names and addresses are provided by written notice to the City in accordance with Section 3.7, including but not limited to any notices of breach or default. The City shall give the Developer copies of any such notice provided to such Designated Lenders. Each Lender shall have the right (but not the obligation) hereunder to cure a breach or default and/or to assume the breaching the Developer's position with respect to this Agreement and the City hereby agrees to recognize such rights of the Lender and to otherwise permit the Lender to assume all of the rights and obligations of the Developer under this Agreement. In addition to the foregoing, the Developer or its permitted assign may admit a limited partner or non-managing or investor member (the "**Tax Credit Investor**"), as applicable, in order

to facilitate an investment by the Tax Credit Investor of capital contributions which will be utilized to develop the Project. Copies of all notices provided to the Developer shall simultaneously be provided to any Tax Credit Investor previously designated by the Developer to receive such notice (the "**Designated Tax Credit Investor**") whose names and addresses are provided by written notice in accordance with Section 3.7, including but not limited to any notices of breach or default. Any Designated Tax Credit Investor shall have the right (but not the obligation) hereunder to cure a breach or default of the Developer, and the City agrees to accept any such cure tendered by a Designated Tax Credit Investor as if such cure was tendered by the Developer.

[Signature Pages Follows]

EXECUTED on the dates indicated:

City:

CITY OF FERNLEY,

a Nevada municipal corporation

Dated _____, 2026

By: _____

Name _____

Its: _____

Attest: _____

_____

City Clerk

State of Nevada
County of Lyon

This instrument was acknowledged before me on _____ by _____ as _____ of City of Fernley, a Nevada municipal corporation.

_____
(Signature of notarial officer)

(Seal, if any)

Developer: **890 Fremont Street LP,**
a Nevada limited partnership

Dated _____, 2026

By: _____

Name _____

Its: _____

Attest: _____

State of _____
County of _____

This instrument was acknowledged before me on _____ by _____ as _____ of 890 Fremont Street LP, a Nevada limited partnership.

_____
(Signature of notarial officer)

(Seal, if any)

EXHIBIT "A"

LEGAL DESCRIPTION

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

TRACT 1:

PARCEL A AS SHOWN ON THE PARCEL MAP FOR KENNETH D. HORTON & JIMMIE DALE HORTON, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF LYON COUNTY, NEVADA, ON JUNE 13, 1995, AS FILE NO. 183107.

TOGETHER WITH THAT PORTION OF DOLORES COURT AS VACATED IN THAT CERTAIN DOCUMENT RECORDED FEBRUARY 16, 2023 AS INSTRUMENT NO. 666931 OF OFFICIAL RECORDS.

TRACT 2:

PARCEL B AS SHOWN ON THE PARCEL MAP FOR KENNETH D. HORTON & JIMMIE DALE HORTON, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF LYON COUNTY, NEVADA, ON JUNE 13, 1995, AS FILE NO. 183107.

TOGETHER WITH THAT PORTION OF DOLORES COURT AS VACATED IN THAT CERTAIN DOCUMENT RECORDED FEBRUARY 16, 2023 AS INSTRUMENT NO. 666931 OF OFFICIAL RECORDS.

TRACT 3:

A PARCEL OF LAND LOCATED IN A PORTION OF SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.B.&M., BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE DOLORES COURT RIGHT OF WAY, AS SHOWN ON THE HORTON PARCEL MAP, FILE NO. 183107, LYON COUNTY RECORDS; THENCE NORTH 86°21'14" WEST A DISTANCE OF 328.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°38'46" EAST A DISTANCE OF 50.00 FEET; THENCE NORTH 55°24'20" WEST A DISTANCE OF 365.79 FEET; THENCE SOUTH 00°20'58" WEST A DISTANCE OF 238.51 FEET; THENCE SOUTH 03°54'16" WEST A DISTANCE OF 283.24 FEET; THENCE SOUTH 84°45'19" EAST A DISTANCE OF 138.94 FEET; THENCE NORTH 11°52'26" EAST A DISTANCE OF 239.84 FEET; THENCE AROUND A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIAL BEARING OF NORTH 11°53'20" EAST, AN ARC LENGTH OF 71.6 FEET, A CENTRAL ANGLE OF 82°02'39" AND A RADIUS OF 50.0 FEET; THENCE SOUTH 86°21'14" EAST A DISTANCE OF 170.90 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF DOLORES COURT AS VACATED IN THAT CERTAIN DOCUMENT RECORDED FEBRUARY 16, 2023 AS INSTRUMENT NO. 666931 OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF LYON COUNTY, NEVADA ON JANUARY 13, 2022, AS INSTRUMENT NO. 651337 OF OFFICIAL RECORDS.

TRACT 4:

A PARCEL OF LAND SITUATE IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.B.&M., MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.B.&M., AND RUNNING THENCE ALONG THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 12 AT A BEARING OF NORTH 1°23'40" EAST, FOR A DISTANCE OF 596 FEET TO A POINT AND THENCE SOUTH 85°14'30" EAST, FOR A DISTANCE OF 434.96 FEET TO A POINT AND THENCE SOUTH FOR A DISTANCE OF 26 FEET TO A POINT AND THENCE SOUTH 87° EAST, FOR A DISTANCE OF 628.85 FEET TO A POINT WHICH SAID POINT IS THE SOUTHWEST CORNER OF THIS PARCEL AND THE TRUE POINT OF BEGINNING AND THENCE AROUND THE PARCEL AS FOLLOWS:

NORTH FOR A DISTANCE OF 643.06 FEET TO THE NORTHWEST CORNER; SOUTH 87°30' EAST FOR A DISTANCE OF 337.15 FEET TO THE NORTHEAST CORNER; SOUTH FOR A DISTANCE OF 646.00 FEET TO THE SOUTHEAST CORNER; NORTH 87° WEST FOR A DISTANCE OF 337.15 FEET TO THE SOUTHWEST CORNER; THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF LYON COUNTY, NEVADA ON JANUARY 13, 2022, AS INSTRUMENT NO. 651337 OF OFFICIAL RECORDS.

TRACT 5:

A PARCEL OF LAND SITUATE IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.B.&M., MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.B.&M., AND RUNNING THENCE ALONG THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 12 AT A BEARING OF NORTH 1°23'40" EAST, FOR A DISTANCE OF 596 FEET TO A POINT AND THENCE SOUTH 85°14'30" EAST, FOR A DISTANCE OF 434.96 FEET TO A POINT AND THENCE SOUTH FOR A DISTANCE OF 26 FEET TO A POINT AND THENCE SOUTH 87° EAST, FOR A DISTANCE OF 291.70 FEET TO A POINT WHICH SAID POINT IS THE SOUTHWEST CORNER OF THIS PARCEL AND THE TRUE POINT OF BEGINNING AND THENCE AROUND THE PARCEL AS FOLLOWS:

NORTH FOR A DISTANCE OF 640.12 FEET TO THE NORTHWEST CORNER; SOUTH 87°30' EAST FOR A DISTANCE OF 337.15 FEET TO THE NORTHEAST CORNER; SOUTH FOR A DISTANCE OF 643.06 FEET TO THE SOUTHEAST CORNER; NORTH 87° WEST FOR A DISTANCE OF 337.15 FEET TO THE SOUTHWEST CORNER; THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF LYON COUNTY, NEVADA ON JANUARY 13, 2022, AS INSTRUMENT NO. 651337 OF OFFICIAL RECORDS.

TRACT 6:

A PARCEL OF LAND SITUATE IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.B.&M., MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON BOLT SET IN PAVEMENT WHICH MARKS THE SOUTHEAST CORNER OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.B.&M.; AND RUNNING THENCE NORTH ALONG THE EAST SIDE OF SAID WEST ½ OF THE SOUTHEAST ¼ FOR A DISTANCE OF 1786.03 FEET TO A POINT WHICH SAID POINT IS THE SOUTHEAST CORNER OF THIS PARCEL AND THE TRUE POINT OF BEGINNING, AND THENCE AROUND THE PARCEL AS FOLLOWS:

NORTH 87°30’00” WEST FOLLOWING GENERALLY PARALLEL TO AN EXISTING FENCE LINE FOR A DISTANCE OF 632.70 FEET TO THE SOUTHWEST CORNER; THENCE NORTH 0°17’34” EAST FOR A DISTANCE OF 354.20 FEET TO THE NORTHWEST CORNER; THENCE NORTH 86°58’00” EAST FOR A DISTANCE OF 352.49 FEET TO A POINT; AND THENCE NORTH 23°03’00” WEST FOR A DISTANCE OF 37.85 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY NO. 80; AND THENCE FOLLOWING SAID SOUTH LINE AT A BEARING OF SOUTH 79°42’05” EAST, FOR A DISTANCE OF 298 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ AFORESAID AND THENCE RUNNING SOUTH ALONG SAID EAST LINE OF A DISTANCE OF 382 FEET TO THE POINT OF BEGINNING,

AND ALSO THE RIGHT OF INGRESS AND EGRESS TO THE ABOVE PROPERTY OVER A 30 FOOT ROAD FOLLOWING GENERALLY PARALLEL TO THE NORTH RIGHT OF WAY LINE OF FERNLEY DRAIN NUMBER ONE, FROM THE EXISTING COUNTY ROAD TO THE SOUTHWEST CORNER OF THIS PARCEL.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF LYON COUNTY, NEVADA ON JANUARY 13, 2022, AS INSTRUMENT NO. 651337 OF OFFICIAL RECORDS.

TRACT 7:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.B.&M., BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE DOLORES COURT RIGHT OF WAY, AS SHOWN ON THE HORTON PARCEL MAP, FILE NO. 183107, LYON COUNTY RECORDS, THE POINT OF BEGINNING; THENCE NORTH 86°21’14” WEST A DISTANCE OF 328.92 FEET; THENCE NORTH 03°38’46” EAST A DISTANCE OF 50.00 FEET; THENCE NORTH 55°24’20” WEST A DISTANCE OF 365.79 FEET; THENCE NORTH 00°20’58” EAST A DISTANCE OF 69.64 FEET; THENCE SOUTH 89°15’15” EAST A DISTANCE OF 633.22 FEET; THENCE SOUTH 01°14’53” WEST A DISTANCE OF 339.97 FEET; TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF LYON COUNTY, NEVADA ON JANUARY 13, 2022, AS INSTRUMENT NO. 651337 OF OFFICIAL RECORDS.

TRACT 8:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.B.&M., BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER SECTION CORNER BETWEEN SECTIONS 12 AND 13, TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.B.&M.; THENCE NORTH 89°24' EAST ALONG THE SECTION LINE BETWEEN SECTIONS 12 AND 13, TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12; THENCE NORTH ALONG THE EASTERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, A DISTANCE OF 28.0 FEET; THENCE WEST PARALLEL TO THE SECTION LINE BETWEEN SECTIONS 12 AND 13, A DISTANCE OF 290.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH PARALLEL TO THE EASTERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, A DISTANCE OF 475.0 FEET TO A POINT; THENCE NORTH 87°24' WEST, A DISTANCE OF 183.53 FEET TO A POINT; THENCE SOUTH PARALLEL TO THE EASTERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, A DISTANCE OF 489.0 FEET TO A POINT; THENCE EAST PARALLEL TO THE SECTION LINE BETWEEN SECTIONS 12 AND 13, A DISTANCE OF 183.0 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF LYON COUNTY, NEVADA ON DECEMBER 9, 2021, AS INSTRUMENT NO. 649464 OF OFFICIAL RECORDS.

EXHIBIT "B"

CONDITIONS OF APPROVAL FOR CUP_____

EXHIBIT "C"

RIGHTS-OF-WAY

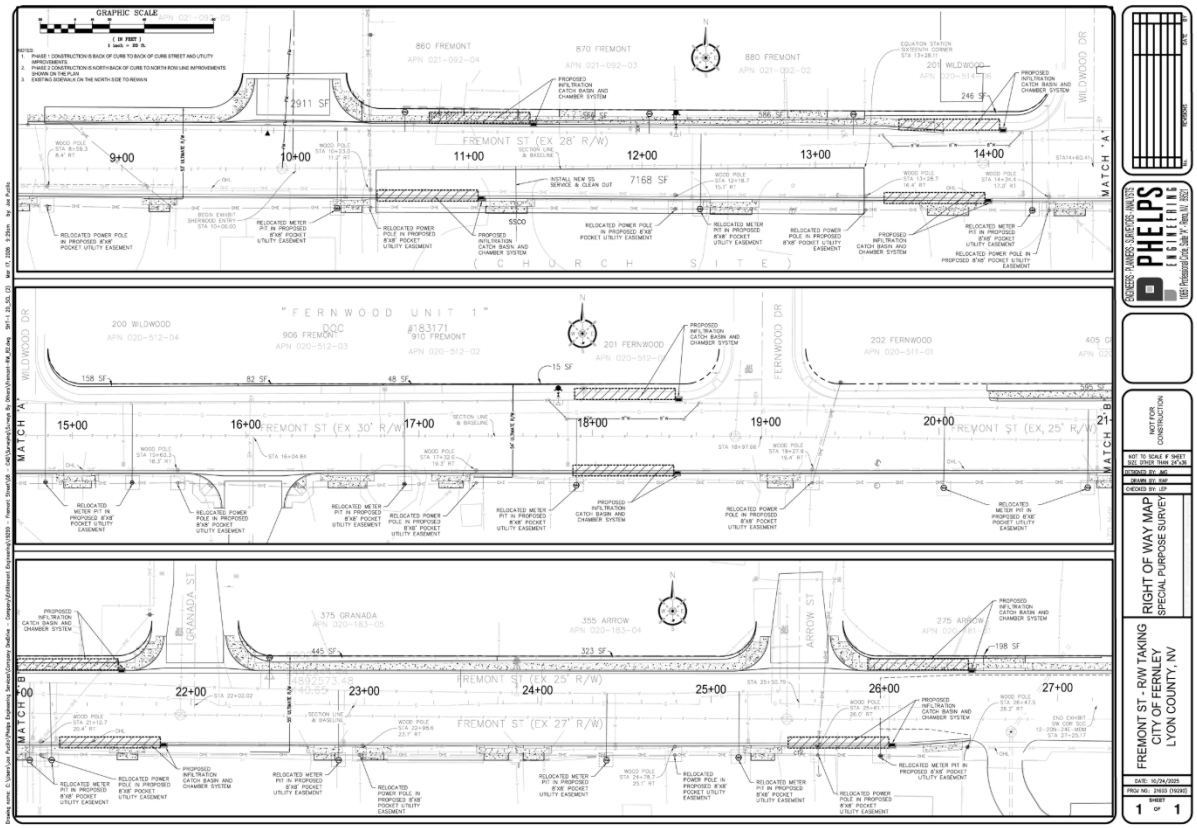


EXHIBIT "D"

FREMONT STREET DRAINAGE IMPROVEMENTS

PHELPS ENGINEERING
DESIGN & DEVELOPMENT SERVICES

Memo: Fremont Street Drainage Improvements

To: File

From: Joel McGuire, Senior Water Resource Engineer

Subject: Freemont Street Stormwater Mitigation

Date: 11/19/2025

Purpose

As a part of the Sherwood Village Apartments/Fernwood Duets project, Phelps Engineering Services (PES) has developed an improvement plan for a portion of Freemont Street in Fernley, NV (Figure 1).



Figure 1. Site Location

The plan includes widening approximately 1,850 LF of Freemont Street and relocating associated utilities. Traditional design methodology to mitigate the effects of increased runoff from the project area included sizing retention ponds in various locations and piping runoff from the street to be infiltrated in the basin. These efforts failed to produce a design which would fit within available project area.

Alternative Methodology

An alternative method to the traditional approach was developed to capture direct runoff in inlets designed to infiltrate excess runoff.



Figure 2. Inlet Calculations

These inlets, coupled with stormwater retention chambers produced a solution which will mitigate excess runoff and infiltrate the volume below street grade.

The required mitigation volume was first calculated by comparing existing runoff potential for the 100 Year storm to the proposed conditions. The volume required to insure adequate runoff is captured to meet required flow spread

PLANNERS ENGINEERS ANALYSTS
717 University Ave, UNIT B
Boulder, CO 80302
(303) 630-9048
10651 Professional Circle
Suite A
Reno, NV 89511

standards by the City of Fernley was then calculated and compared to the 100 Year mitigation requirements (Figure 2). The larger, 100-Year increase in runoff volume was then used to size the system.

The system is comprised of standard street inlets placed at intervals to satisfy flow spread requirements. (Figures 3, 4). Each inlet would be fitted with a baffle to capture debris. This interior baffle will be situated so as to provide a pathway into a series of infiltration chambers to be infiltrated (Figure 5). The required runoff volume was then divided by inlet catchment and apportioned to find the appropriate number of chambers needed for each system. In this way, both the street flow spread for the minor storm and the volume required for 100 Year mitigation runoff can be met.

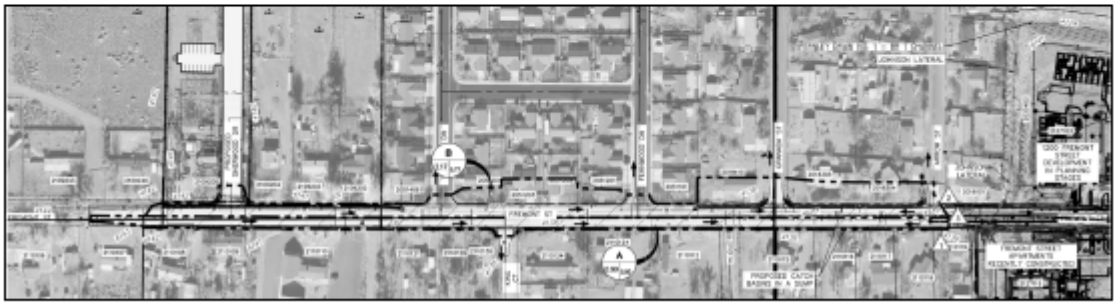


Figure 3. Drainage Catchments

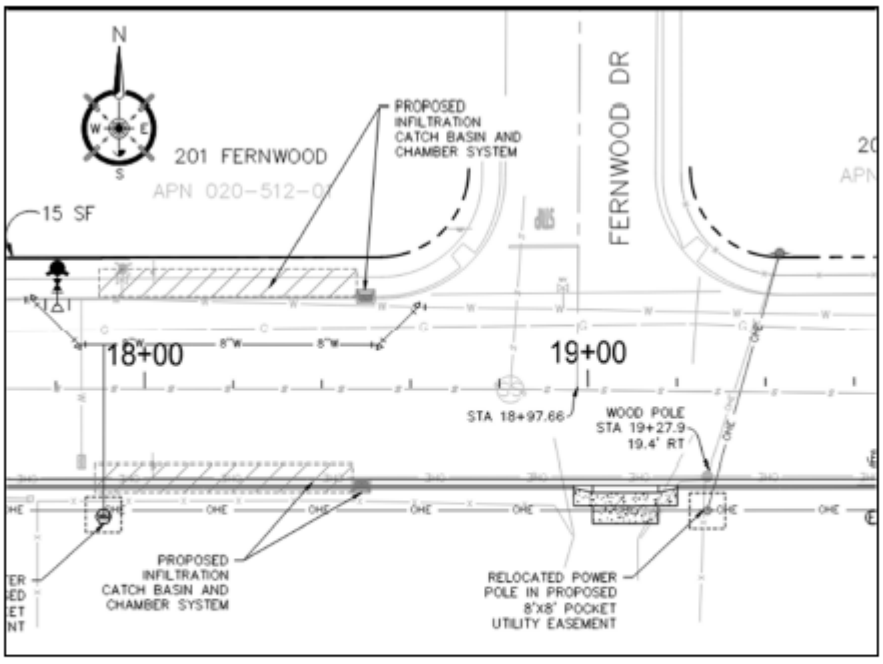


Figure 4. System Layout

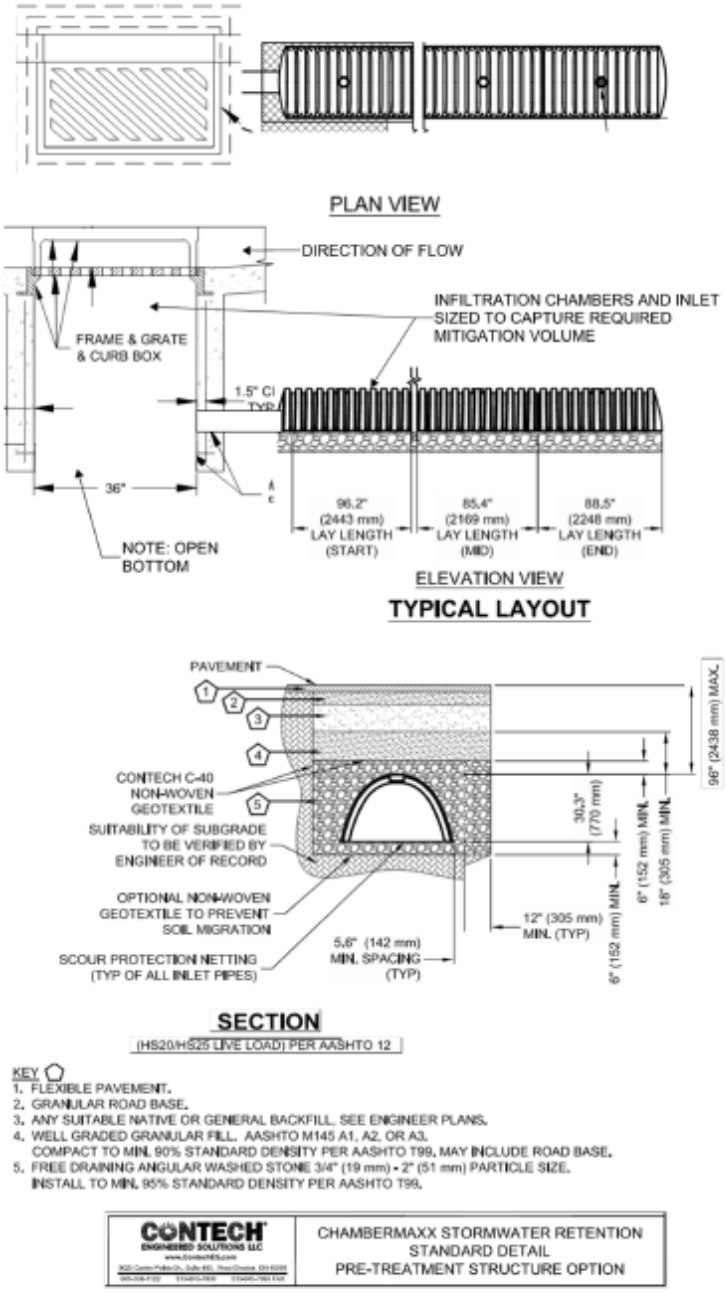
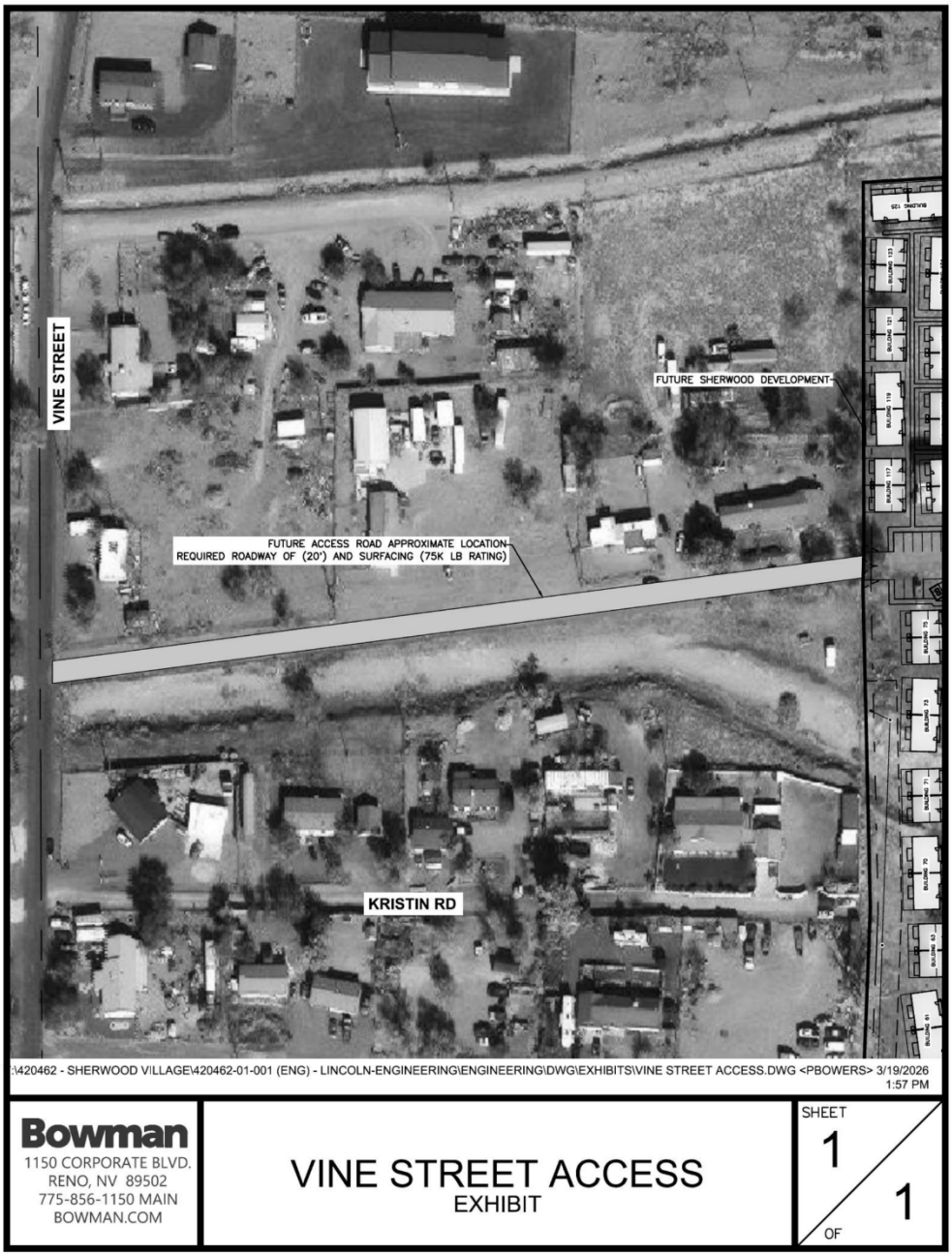


Figure 5. System Details

EXHIBIT "E"

SECONDARY ACCESS ROAD



CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Kim Swanson, City Clerk**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:	No:	Yes:	No:	NRS 293.387(1)

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and Possible Action to canvass the vote from the June 9, 2026, Primary Election per NRS 293.387.

AGENDA ITEM BRIEF:

Pursuant to NRS 293.387, the City Clerk has the obligation of canvassing the election returns. The Mayor and City Council must review and declare the election results as official. Election results were not available at the time of publication.

RECOMMENDED MOTION:

"I move to approve the Statement of Vote from the June 9, 2026 Primary Election."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

The election results were not available at the time of publication. Mail-in ballots must be postmarked by Election Day and received by the county clerk's office no later than the 4th day after the election (June 13th).

The signature cure deadline is Monday, June 15th.

The canvass of the vote must take place on or before the 10th day following the Primary Election.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 293.387(1)

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:
None

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Michele Rambo, Planning Director**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:	No: X	Yes:	No: X	N/A

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Review and discussion of two potential Zoning Code Amendments regulating data centers within the City of Fernley.

AGENDA ITEM BRIEF:

The development of large data centers is spreading into nearby communities. At the previous direction of City Council, staff has been working to stay ahead of any potential data centers within the City of Fernley by developing a section of the Development Code specifically addressing data centers. Staff has developed two potential draft Code Amendments and is looking for direction from the City Council before moving forward.

RECOMMENDED MOTION:

Staff is looking for any direction on which potential Zoning Code Amendment they would like staff to move forward with, in addition to any suggested additions or modifications they would like to see as part of that future Development Code section.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

None

BACKGROUND:
The City of Fernley, while not receiving any formal applications, is expecting the arrival of data centers within the next few months. After watching the impact that these data centers have had on nearby communities, City staff has been working to get out in front of the issues. To do this, staff has been researching data centers to understand the pros and cons, as well as researching other codes throughout the country to get ideas for how to address the biggest concerns. As a result, staff has developed two DRAFT Code Amendments and is now seeking direction on which one the City Council would like staff to focus on.

Both versions contain the same basic elements such as:

- Requiring a Conditional Use Permit and a Development Agreement.
- Requiring information such as a water study, backup power plan, noise study, and emergency response plan with the CUP application submittal.
- The Development Agreement must include provisions regarding on-going noise monitoring, water supply review, decommissioning procedures, and an agreement that the data center will cover all increased costs of energy use (i.e. costs will not be passed on to other users).
- All data centers must use a closed-loop cooling system to minimize water use.
- Setbacks of 200 feet to any property line and 1,000 feet from the nearest residentially-zoned parcels.
- Buffering and screening from the public right-of-way and other identified vantage points.
- A requirement that taller buildings be placed in the middle of the parcel with shorter buildings towards the edges.
- Noise dampening equipment is required to be installed and maintained.
- Power lines under a certain voltage are required to be put underground.

In addition to these design and development standards, staff has included a public notification process that includes the mailing of public hearing notices to all property owners within 1,000 of the subject property boundaries and the requirement that the developer must hold a public informational meeting before the applications are scheduled for a public hearing.

Version 2 includes the added requirement for a Zoning Map Amendment to put a newly created Data Center Overlay designation on each parcel before a CUP and Development Agreement can be requested by the developer. These differences can be seen on Pages 1 and 2 of the Version 2 document (highlighted in yellow). Essentially, what this would do is allow the City Council to identify parcels it feels are more appropriate for data centers instead of allowing them anywhere within the Industrial zoning designation as Version 1 does.

At this point, staff is requesting direction from the City Council on which version of the draft code they would like staff to move forward with and further develop. Staff is also looking for any additional requirements the City Council would like to see included in the final ordinance and/or anything they wish to see modified from its current form. While not technically a public hearing, staff would also be interested to hear any suggestions that the public may have as well.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC Title 32 - Development Code

FINANCIAL IMPLICATIONS:

The creation of an Ordinance will not have any financial implications.

ATTACHMENTS:

1. Data Centers Draft - V1
2. Data Centers Draft - V2

DRAFT DATA CENTER ORDINANCE – VERSION 1

Sec. 32.02.030 – Definitions

Data center. A facility consisting of one or more buildings used primarily for the ~~to store~~storage, management, processing, and ~~transmit~~transmission of digital data, which houses computer and/or network equipment, systems, servers, appliances, and other associated components related to digital data operations. The facility may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support sustained operations at a data center. Data center includes commercial cryptocurrency mining operations and processing.

Data processing, hosting, and related services ~~(including data centers)~~. Establishments that provide infrastructure for hosting or data processing services. These establishments may provide specialized hosting activities, such as web hosting, streaming services, or application hosting; provide application service provisioning; or may provide general timeshare mainframe facilities to clients. Data processing establishments provide complete processing and specialized reports from data supplied by clients or provide automated processing and data entry services.

Sec. 32.07.145 – Data Centers

Purpose:

The purpose of this use standard is to provide a clear, comprehensive, and predictable regulatory framework for the siting and operation of data centers. This use standard is intended to ensure that such facilities are evaluated, located, and developed in a manner consistent with the Comprehensive Plan and that their infrastructure and operational impacts are appropriately reviewed and mitigated.

(a) Applicability. This section applies to any data center with a total electrical design capacity greater than 20 MW and/or uses more than 50 gallons per minute of water on an annualized basis at full buildout.

(b) Accessory Uses:

(1) Battery energy storage systems (BESS)
(2) Solar arrays and other similar on-site renewable power generation systems.
(3) On-site standby or backup power generation
(4) Electrical substations, switchyards, or power distribution equipment
(5) District energy or microgrid infrastructure
(6) Office, maintenance, and employee support facilities incidental to the data center

(c) Permits Required.
(1) Conditional Use Permit. The following information shall be submitted by the applicant with any Conditional Use Permit application for a data center.
a. All items listed on the application checklist and Appendix A for a Conditional Use Permit. Plans shall show a full buildout scenario, but may include proposed individual phases.
b. Rough Grading Plan showing the estimated cut and fill amounts.
c. Photometric Plan. A photometric plan shall be submitted providing details of the light spread and intensity diagrams, fixture specifications and mounting height details. Lighting shall comply with the standards found in Section XXX of the Development Code.
d. Utility Plan.

e. Landscape Plan.
f. Water Study. A water study shall be submitted outlining the amount of water needed and demonstrating that sufficient water resources are available to support the proposed use.
g. Written verification from the proposed power provider that the applicant has calculated the maximum planned electrical consumption of the proposed use and has verified the utility supply and related electrical infrastructure is sufficient to accommodate the applicant's proposed use.
h. A description of a backup power plan describing the fuel source and expected usage of any standby, backup, or temporary power generation systems. The plan shall identify the anticipated number and size of generators or other power units, anticipated testing frequency and duration, anticipated noise and emission control measures, and anticipated fuel storage and delivery methods. The plan shall also demonstrate that the data center will comply with all applicable local, state, and federal permitting requirements.
i. Noise study. A noise study shall be submitted demonstrating that the average hourly noise level shall not exceed fifty-five (55) dBA or sixty-five (65) dBC as measured from the outer wall of any occupied structure within adjacent residentially zoned property or sixty-five (65) dBA or seventy-five (75) BC as measured from the outer wall of any other occupied structure.
j. Emergency Response Plan. The applicant shall submit an emergency response plan detailing the planned response actions that will be taken by facility representatives in the event of an emergency to minimize health risks to personnel and people in the surrounding community. The plan shall be developed in coordination with the North Lyon County Fire Protection District, Lyon County Sheriff's Office, and the Lyon County Department of Emergency Management.

(2) Development Agreement. In addition to the items described in Section 32.XX.XX of the Development Code, a Development Agreement associated with a data center shall include the following information.
a. Road Damage Mitigation. Applicants shall identify all roads planned to be used for the purpose of transporting equipment for construction, operation, or maintenance of the data center and obtain applicable weight and size permits from the impacted road authority prior to construction. Applicant shall also conduct a survey and provide evidence of pre-construction roadway conditions to determine baseline road conditions. The survey shall adequately document all road, road right-of-way, and public drainage infrastructure conditions requested for use during all phases of construction.

The Development Agreement shall require that the applicant be responsible for on-going road maintenance and dust control measures for all identified roads and/or drainage facilities during all phases of construction. This may require certain applicant undertakings, including, but not limited to, providing financial assurance in the form of an irrevocable letter of credit, bond, cash, escrow, or other form of security or guaranty acceptable to the City of Fernley. At construction completion, the applicant shall verify that road conditions, to the extent impacted by the applicant's use in the construction of its data center, have been restored, as far as reasonably practical, to pre-construction conditions.

b. Noise Monitoring. Commencing on the fifth anniversary of the end of construction, as defined hereafter, and continuing every five years thereafter, for so long as the data center operates, a noise evaluation shall be completed at the operator's expense by a certified

professional by the Institute of Noise Control Engineering (INCE) or a licensed professional engineer (PE) to verify compliance with the City's standards. Completion of all data center buildings, or end of construction, means the date on which all of the following have occurred:

1. Completion of construction of the data center or, in the case of a phased or multi-building campus, all buildings of the campus.
2. Certificate of occupancy has been issued for all buildings.
3. The data center operator has communicated, in writing that it has completed the data center campus.
4. Exception: If all construction has stopped on the property for more than six (6) consecutive calendar months, other than due to delays by the City in processing related permits or approvals, then "end of construction" as used herein shall be deemed to have occurred as of the last day of such calendar month.

c. Water Supply Review. This section of the Development Agreement will address, at a minimum, water use monitoring, reporting frequency, data sharing protocols, and verification of compliance with applicable permits and approvals. The agreement may also include provisions addressing response procedures during periods of water supply constraint, drought, emergency conditions, or other circumstances in which water use reductions or operational adjustments may be necessary to protect public health, safety, or existing water users. Additional terms related to adaptive management, mitigation measures, and enforcement may also be included.

d. Power Supply. As part of the Development Agreement, data centers shall agree to cover the increased cost of electricity to ensure that those costs are not passed on the citizens of Fernley.

e. Community Betterment Fund. ?? Can we do this?

f. Decommissioning Procedures. The Development Agreement shall include procedures and/or requirements for what is to occur when/if the data center site is decommissioned. These could include, but are not limited to, notifying the City of Fernley, timelines for the removal of hazardous materials, demolition of all buildings and electrical infrastructure at the owner's expense, providing a bond or other surety for abatement of the property, or providing a site restoration plan.

(d) Development Standards

(1) General

a. All data centers shall be designed with a closed-loop cooling system to reduce the amount of water needed to a minimum.
b. When possible, heat generated by data centers shall be piped underground for neighboring parcels to use in their operations.

(2) Setbacks

a. 200 feet to the property line
b. No building or structure within the data center parcel shall be located within 1,000 feet of any parcels zoned for residential use (includes multiple-family residential zones)

(3) Access
a. The site shall be accessed by a paved road of sufficient capacity to accommodate the generated traffic (both numbers and weight), with continuous paved connection to an arterial street, state highway, and/or federal highway.

(4) Parking and Loading
a. Parking shall be calculated as identified in Section 32.09.120 – Parking and Loading.
b. A minimum of one loading space is required.
c. Loading spaces/bays shall be located in such a way as to not interfere with employee parking spaces or traffic movement.

(5) Buffering.
a. Lot frontage along a public street shall be separated from the edge of sidewalk by a landscaped yard of a least 20 feet in width, except where driveway access occurs.
1. Screening walls shall be placed on the interior edge of this yard.

(6) Screening.
a. Any perimeter screening visible from public right-of-way shall consist of solid block wall or other material that looks like a block wall.
b. Wrought iron or chainlink fencing is only allowed where it is not visible from the public right-of-way.
c. Rooftop-mounted equipment shall be screened by a parapet wall, equipment penthouse, or visually solid screen on all four sides that is constructed of materials complementary to those used in the exterior construction of the building. The screening shall be of a height tall enough to screen the equipment from any public right-of-way and/or adjoining parcels.
d. Electric substations associated with data centers shall be screened from any public right-of-way and adjoining parcels.

(7) Building Placement and Orientation.
a. All principal and accessory structures associated with a data center shall be arranged, designed, and constructed to be compatible with the site and with the surrounding properties.
b. Data center campuses containing more than one building shall provide a variety in building size, massing, siting, and appearance by transitioning from small or lower buildings along street frontages to larger and taller structures on the interior of the site.
c. Data centers shall not place larger, taller, or more massive buildings in a prominent location on the property or along a public street (including state or federal highways).

(8) Height.
a. The maximum height of any building or accessory structure of a data center shall comply with Table 32.06.110-1 – Industrial Density/Intensity Standards.
b. A taller height may be requested through the approval of a separate Modification application.

(9) Noise.
a. Noise dampening equipment shall be utilized wherever possible and shall be maintained in good working condition at all times.

(10) Power Lines.

a. Burying power lines serving the property is strongly encouraged.

b. On-site power lines of 34.5 kV and below must be buried.

(e) Notification Requirements.

(1) In addition to the notification requirements found in Section 32.XX.XX, the Conditional Use Permit shall be noticed to property owners and tenants within 1,000 feet of the subject site.

(2) Prior to the application being heard and the Planning Commission meeting, the applicant shall host a public informational meeting held at a location reasonably accessible to all identified property owners in the radius identified above. Applicants must mail a notice of the public informational meeting via first class mail and submit to the Planning Department a list of the property owners and tenants contacted, a copy of the notice sent, and a notarized affidavit stipulating to the mailing.

Sec. 32.06.150 – Unlisted uses and use table

Use Type	Additional Standards	GR 20	RR 5	RR 1	RR 1/2	SF 20	SF 12	SF 9	SF 6	MDR 14	MF 21	MF 30	MU	C1	C2	TC	EC	I	PF
Data Processing, hosting, and related services ~~(including data centers)~~															P		P	P	
Data Center	32.07.145																	C	

Sec. 32.09.120 – Parking and loading

Manufacturing and Employment:		
	Data Processing, Hosting, and Related Services ~~(including Data Centers)~~	1 per 1,000 sf
	Data Center	1 per employee on largest shift plus 3 spaces for visitor parking

DRAFT

DRAFT DATA CENTER ORDINANCE – VERSION 2

Sec. 32.02.030 – Definitions

Data center. A facility consisting of one or more buildings used primarily for the ~~to store~~storage, management, processing, and ~~transmit~~transmission of digital data, which houses computer and/or network equipment, systems, servers, appliances, and other associated components related to digital data operations. The facility may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support sustained operations at a data center. Data center includes commercial cryptocurrency mining operations and processing.

Data processing, hosting, and related services ~~(including data centers)~~. Establishments that provide infrastructure for hosting or data processing services. These establishments may provide specialized hosting activities, such as web hosting, streaming services, or application hosting; provide application service provisioning; or may provide general timeshare mainframe facilities to clients. Data processing establishments provide complete processing and specialized reports from data supplied by clients or provide automated processing and data entry services.

Sec. 32.06.145 – Data Center Overlay (DCO)

Purpose:

The purpose of this overlay zone is to identify parcels that are appropriate for use as data centers. This overlay is intended to ensure that data centers are located in areas of minimal impact to residential uses and other non-compatible uses. All standards found in Section 32.07.145 – Data Centers shall be followed.

Sec. 32.07.145 – Data Centers

Purpose:

The purpose of this use standard is to provide a clear, comprehensive, and predictable regulatory framework for the siting and operation of data centers. This use standard is intended to ensure that such facilities are evaluated, located, and developed in a manner consistent with the Comprehensive Plan and that their infrastructure and operational impacts are appropriately reviewed and mitigated.

(a) Applicability. This section applies to any data center with a total electrical design capacity greater than 20 MW and/or uses more than 50 gallons per minute of water on an annualized basis at full buildout.

No portion of this Section shall be modified or waived.

(b) Accessory Uses:

(1) Battery energy storage systems (BESS)

(2) Solar arrays and other similar on-site renewable power generation systems.
(3) On-site standby or backup power generation
(4) Electrical substations, switchyards, or power distribution equipment
(5) District energy or microgrid infrastructure
(6) Office, maintenance, and employee support facilities incidental to the data center

(c) Permits Required.
(1) Zoning Map Amendment.
a. A Zoning Map Amendment is required to add the Data Center Overlay (DCO) zoning designation on the subject parcel. If the subject parcel is already designated as DCO, this requirement would not apply.
b. All requirements for Zoning Map Amendments found in Section XXX of the Development Code shall apply.
(2) Conditional Use Permit. The following information shall be submitted by the applicant with any Conditional Use Permit application for a data center.
a. All items listed on the application checklist and Appendix A for a Conditional Use Permit. Plans shall show a full buildout scenario, but may include proposed individual phases.
b. Rough Grading Plan showing the estimated cut and fill amounts.
c. Photometric Plan. A photometric plan shall be submitted providing details of the light spread and intensity diagrams, fixture specifications and mounting height details. Lighting shall comply with the standards found in Section XXX of the Development Code.
d. Utility Plan.
e. Landscape Plan.
f. Water Study. A water study shall be submitted outlining the amount of water needed and demonstrating that sufficient water resources are available to support the proposed use.
g. Written verification from the proposed power provider that the applicant has calculated the maximum planned electrical consumption of the proposed use and has verified the utility supply and related electrical infrastructure is sufficient to accommodate the applicant's proposed use.
h. A description of a backup power plan describing the fuel source and expected usage of any standby, backup, or temporary power generation systems. The plan shall identify the anticipated number and size of generators or other power units, anticipated testing frequency and duration, anticipated noise and emission control measures, and anticipated fuel storage and delivery methods. The plan shall also demonstrate that the data center will comply with all applicable local, state, and federal permitting requirements.
i. Noise study. A noise study shall be submitted demonstrating that the average hourly noise level shall not exceed fifty-five (55) dBA or sixty-five (65) dBC as measured from the outer wall of any occupied structure within adjacent residentially zoned property or sixty-five (65) dBA or seventy-five (75) BC as measured from the outer wall of any other occupied structure.
j. Emergency Response Plan. The applicant shall submit an emergency response plan detailing the planned response actions that will be taken by facility representatives in the event of an emergency to minimize health risks to personnel and people in the surrounding community. The plan shall be developed in coordination with the North Lyon County Fire Protection District, Lyon County Sheriff's Office, and the Lyon County Department of Emergency Management.

(3) Development Agreement. In addition to the items described in Section 32.XX.XX of the Development Code, a Development Agreement associated with a data center shall include the following information.

a. Road Damage Mitigation. Applicants shall identify all roads planned to be used for the purpose of transporting equipment for construction, operation, or maintenance of the data center and obtain applicable weight and size permits from the impacted road authority prior to construction. Applicant shall also conduct a survey and provide evidence of pre-construction roadway conditions to determine baseline road conditions. The survey shall adequately document all road, road right-of-way, and public drainage infrastructure conditions requested for use during all phases of construction.

The Development Agreement shall require that the applicant be responsible for on-going road maintenance and dust control measures for all identified roads and/or drainage facilities during all phases of construction. This may require certain applicant undertakings, including, but not limited to, providing financial assurance in the form of an irrevocable letter of credit, bond, cash, escrow, or other form of security or guaranty acceptable to the City of Fernley. At construction completion, the applicant shall verify that road conditions, to the extent impacted by the applicant's use in the construction of its data center, have been restored, as far as reasonably practical, to pre-construction conditions.

b. Noise Monitoring. Commencing on the fifth anniversary of the end of construction, as defined hereafter, and continuing every five years thereafter, for so long as the data center operates, a noise evaluation shall be completed at the operator's expense by a certified professional by the Institute of Noise Control Engineering (INCE) or a licensed professional engineer (PE) to verify compliance with the City's standards. Completion of all data center buildings, or end of construction, means the date on which all of the following have occurred:

1. Completion of construction of the data center or, in the case of a phased or multi-building campus, all buildings of the campus.
2. Certificate of occupancy has been issued for all buildings.
3. The data center operator has communicated, in writing that it has completed the data center campus.
4. Exception: If all construction has stopped on the property for more than six (6) consecutive calendar months, other than due to delays by the City in processing related permits or approvals, then "end of construction" as used herein shall be deemed to have occurred as of the last day of such calendar month.

c. Water Supply Review. This section of the Development Agreement will address, at a minimum, water use monitoring, reporting frequency, data sharing protocols, and verification of compliance with applicable permits and approvals. The agreement may also include provisions addressing response procedures during periods of water supply constraint, drought, emergency conditions, or other circumstances in which water use reductions or operational adjustments may be necessary to protect public health, safety, or existing water users. Additional terms related to adaptive management, mitigation measures, and enforcement may also be included.

d. Power Supply. As part of the Development Agreement, data centers shall agree to cover the increased cost of electricity to ensure that those costs are not passed on the citizens of Fernley.

e. Community Betterment Fund. ?? Can we do this?

f. Decommissioning Procedures. The Development Agreement shall include procedures and/or requirements for what is to occur when/if the data center site is decommissioned. These could include, but are not limited to, notifying the City of Fernley, timelines for the removal of hazardous materials, demolition of all buildings and electrical infrastructure at the owner's expense, providing a bond or other surety for abatement of the property, or providing a site restoration plan.

(d) Development Standards

(1) General
a. All data centers shall be designed with a closed-loop cooling system to reduce the amount of water needed to a minimum.
b. When possible, heat generated by data centers shall be piped underground for neighboring parcels to use in their operations.

(2) Setbacks
a. 200 feet to the property line
b. No building or structure within the data center parcel shall be located within 1,000 feet of any parcels zoned for residential use (includes multiple-family residential zones)

(3) Access
a. The site shall be accessed by a paved road of sufficient capacity to accommodate the generated traffic (both numbers and weight), with continuous paved connection to an arterial street, state highway, and/or federal highway.

(4) Parking and Loading
a. Parking shall be calculated as identified in Section 32.09.120 – Parking and Loading.
b. A minimum of one loading space is required.
c. Loading spaces/bays shall be located in such a way as to not interfere with employee parking spaces or traffic movement.

(5) Buffering.
a. Lot frontage along a public street shall be separated from the edge of sidewalk by a landscaped yard of a least 20 feet in width, except where driveway access occurs.
1. Screening walls shall be placed on the interior edge of this yard.

(6) Screening.
a. Any perimeter screening visible from public right-of-way shall consist of solid block wall or other material that looks like a block wall.
b. Wrought iron or chainlink fencing is only allowed where it is not visible from the public right-of-way.

c. Rooftop-mounted equipment shall be screened by a parapet wall, equipment penthouse, or visually solid screen on all four sides that is constructed of materials complementary to those used in the exterior construction of the building. The screening shall be of a height tall enough to screen the equipment from any public right-of-way and/or adjoining parcels.
d. Electric substations associated with data centers shall be screened from any public right-of-way and adjoining parcels.

(7) Building Placement and Orientation.
a. All principal and accessory structures associated with a data center shall be arranged, designed, and constructed to be compatible with the site and with the surrounding properties.
b. Data center campuses containing more than one building shall provide a variety in building size, massing, siting, and appearance by transitioning from small or lower buildings along street frontages to larger and taller structures on the interior of the site.
c. Data centers shall not place larger, taller, or more massive buildings in a prominent location on the property or along a public street (including state or federal highways).

(8) Height.
a. The maximum height of any building or accessory structure of a data center shall comply with Table 32.06.110-1 – Industrial Density/Intensity Standards.
b. A taller height may be requested through the approval of a separate Modification application.

(9) Noise.
a. Noise dampening equipment shall be utilized wherever possible and shall be maintained in good working condition at all times.

(10) Power Lines.
a. Burying power lines serving the property is strongly encouraged.
b. On-site power lines of 34.5 kV and below must be buried.

(e) Notification Requirements.
(1) In addition to the notification requirements found in Section 32.XX.XX, the Conditional Use Permit shall be noticed to property owners and tenants within 1,000 feet of the subject site.
(2) Prior to the application being heard and the Planning Commission meeting, the applicant shall host a public informational meeting held at a location reasonably accessible to all identified property owners in the radius identified above. Applicants must mail a notice of the public informational meeting via first class mail and submit to the Planning Department a list of the property owners and tenants contacted, a copy of the notice sent, and a notarized affidavit stipulating to the mailing.

Sec. 32.06.150 – Unlisted uses and use table

Use Type	Additional Standards	GR 20	RR 5	RR 1	RR 1/2	SF 20	SF 12	SF 9	SF 6	MDR 14	MF 21	MF 30	MU	C1	C2	TC	EC	I	PF
Data Processing, hosting, and															P		P	P	

related services ~~(including data centers~~)																			
Data Center	32.07.145																	C	

Sec. 32.09.120 – Parking and loading

Manufacturing and Employment:		
	Data Processing, Hosting, and Related Services ~~(including Data Centers)~~	1 per 1,000 sf
	Data Center	1 per employee on largest shift plus 3 spaces for visitor parking

DRAFT

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Robert Carson, Finance Director**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:	No: X	Yes:	No: X	N/A

ACTION REQUESTED: Resolution

AGENDA ITEM:

(For possible action) Discussion and possible action to approve resolution #26-012 to commit $3,996,000 of the City of Fernley's fiscal year 2026 general fund ending fund balance for the design and construction of capital projects and purchase of capital equipment approved in the fiscal year 2027 Capital Improvement Plan that was presented as part of the final budget.

AGENDA ITEM BRIEF:

Resolution #26-012 formally commits $3,996,000 of the City of Fernley's fiscal year 2026 general fund ending fund balance for the design and construction of capital projects and purchase of capital equipment approved in the fiscal year 2027 Capital Improvement Plan that was presented as part of the final budget.

RECOMMENDED MOTION:

I move to approve Resolution #26-012 and commit $3,996,000 for the City of Fernley's fiscal year 2026 general fund ending fund balance for the purpose of funding capital projects and purchasing capital equipment and vehicles.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

To not approve Resolution #26-012 and have all unspent committed fund balance revert to unassigned fund

balance per resolution #25-009.

BACKGROUND:

The fiscal year 2027 final budget proposes utilizing $9,382,431 of the general fund's fund balance to fund all of the proposed operating and capital expenditures, as well as a $2,000,000 transfer to the capital projects fund. This list includes $3,996,000 for capital expenditures, $2,350,000 carryover for the completion FY26 approved projects, $2,000,000 transfer to the capital projects fund and $903,255 in contingency.

The remaining amount of fund balance to be utilized ($133,176) will be assigned under the newly adopted fund balance policy by the City Manager or his/her designee. The remaining fund balance will remain in unassigned fund balance and will be available for any emergency or unexpected expenditures that arise during fiscal year 2027.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 354.6241
City of Fernley Fund Balance Policy

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Resolution 26-012 Commit Fund Balance - Final

CITY OF FERNLEY
RESOLUTION #26-012

RESOLUTION TO COMMIT FUND BALANCE TO FUND CAPITAL PROJECTS AN PURCHASE CAPITAL MACHINERY AND EQUIPMENT

WHEREAS, City Council took action on June 17, 2026 to commit budget savings fund the construction of capital project and the purchase of capital machinery and equipment; and

WHEREAS, the City of Fernley Fund Balance Policy states that it is the goal of the City of Fernley to maintain an ending Unassigned Fund Balance not less than 15% of total General Fund budgeted expenditures, less capital outlay in order to mitigate risk; and

WHEREAS, per NRS 354.6241, a budgeted ending fund balance of not more than 16.67% of the total budgeted expenditures, less capital outlay, for a general fund is not subject to negotiations with other local governments or employee organizations; and

WHEREAS, City Council wishes to formally commit $3,996,000 of general fund's fund balance, which is the budgeted cost of the items included in the General Fund Capital Improvement Plan approved as part of the fiscal year 2026-2027 final budget; and

WHEREAS, City Council took action on April 6, 2023 to formally commit Unassigned Fund Balance that is in excess of 8.3% of General Fund expenditures less capital outlay for the purpose of funding the CRRC through the end of fiscal year 2025, at which time excess fund balance shall revert back to roads capital projects; and

WHEREAS, City Council took action on June 18, 2025 to commit budget savings fund the construction of capital project and the purchase of capital machinery and equipment; and

NOW THEREFORE BE IT RESOLVED that the City of Fernley City Council authorizes $3,996,000 of the general fund's ending fund balance to be formally committed for the purpose of funding capital projects and purchasing capital machinery and equipment. Any committed fund balance not spent will revert to unassigned fund balance at the end of fiscal year 2026-2027.

PASSED, APPROVED AND ADOPTED this _____ day of June 17, 2026, by the following vote of the council:

AYES: _____ NAYS: ___ ABSTENTIONS: _____ ABSENT: _____

FERNLEY CITY COUNCIL

By:_____
Neal E. McIntyre, Mayor

ATTEST:

_____
Kim Swanson, City Clerk

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:	No:	Yes:	No:	

ACTION REQUESTED:

AGENDA ITEM:

(For possible action) Discussion and possible action to approve resolution #26-013 amending the City of Fernley Cost Allocation Plan.

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:

1. Resolution 26-013 Cost Allocation Plan - Final
2. Resolution 26-013 Cost Allocation Plan - Red Lined

CITY OF FERNLEY
RESOLUTION 26-013

RESOLUTION TO UPDATE THE CITY OF FERNLEY COST ALLOCATION PLAN

WHEREAS, the City of Fernley ("the City") has various departmental and fund budgets that are prepared, which include the General Fund, the Water Fund, the Sewer Fund, several special revenue funds, capital funds and a grants fund; and

WHEREAS, the City's Water and Sewer Funds ("Enterprise Funds") are provided services by City departments and personnel whose salaries and benefits and other indirect costs are paid out of the General Fund, including, but not limited to the Mayor, City Council, The City Attorney's office, The City Treasurer's office/Finance, the City Clerk's office, Information Technology, Human Resources, Engineering, Facilities, Fleet, and Debt Service; and

WHEREAS, the Enterprise Funds utilize such internal services and facilities that are funded and serviced in whole or in part by the General Fund; and

WHEREAS, a Cost Allocation Plan allocates the cost of providing such services and facilities provided by the General Fund to the Enterprise Funds to ensure that each fund is paying its fair share of the services and facilities provided and so that each fund and function has its "true cost" identified; and

WHEREAS, City Council has determined that the allocation plan is equitable and that it is appropriate that the Enterprise Funds share in the costs with the General fund for such expenses and costs of services as outlined in the plan; and

WHEREAS, City staff has researched best practices, cost allocation plans prepared by consulting firms and has conferred with the City's auditor; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Fernley, during this regular meeting of the City Council, held on this 17th day of June, 2026, that the updated cost allocation plan be adopted:

Section 1: CITY OF FERNLEY COST ALLOCATION PLAN

PURPOSE/OBJECTIVE

The primary purpose for preparing this cost allocation plan is to identify and allocate the cost of providing services internally and to quantify and capture the cost of services provided by the General Fund to the Enterprise Funds, to ensure that each fund and function has its "true" costs identified. The purpose of preparing a cost allocation plan is to identify a plan to allocate to those departments/divisions/funds not just direct services provided, but also the internal services that are required to support the direct services provided to the community.

What is Cost Allocation?

Cost allocation refers to a process of accounting and recording the full costs of a government service by including its indirect costs or "overhead" in addition to its direct costs. A cost allocation plan distributes these indirect costs to ensure that the respective funds are fairly and accurately paying for the services they receive.

Indirect costs include shared administrative expenses where a department or agency incurs costs for support that it provides to other departments/agencies (e.g. finance, human resources, facilities, maintenance, technology). These are "overhead costs" or central/support services that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

Direct costs are those that can easily and readily be identified and assigned as being directly associated and benefitting a particular cost objective. They are those that clearly and directly benefit a specific fund or program.

WHY DO LOCAL GOVERNMENT'S ALLOCATE COSTS?

- To identify the actual cost of services being provided to its citizens
- To equitably share the costs of shared facilities and support services between departments, programs and funds throughout the organization
- To ensure accuracy of cost-based user fees for public services such as utilities, development review, parks or any other service where the user pays a fee for service
- To relieve pressure on the general fund by allocating certain general fund costs to enterprise or other funds that receive a benefit from support services
- To receive reimbursement for allowable overhead costs from federal or state grants to the extent that this is allowed by the grant. This usually requires a formal cost allocation plan with internal controls to ensure accuracy.

GFOA Recommendation:

The Government Finance Officers Association (GFOA) encourages governments to allocate their indirect costs. However, a systematic and rational methodology should be used to calculate the amounts allocated so that there is an equitable distribution.

SERVICE TYPES

Indirect Service Type**:** Departments that provide such broad, general services that the costs cannot be directly tracked to a particular department/fund.

Direct Service Type: Those departments/positions such as City Attorney's Office, Engineering and Fleet, which provide distinct, specific services that can be directly tracked to a particular department/fund. These departments/positions shall track time associated with water and sewer activities. An allocation of department costs to water and sewer based on actual time spent will then be calculated.

CITY GOVERNMENT

The City's General Fund incurs expenditures in the range of $13-20 million annually and is supported by ad valorem tax revenues, licenses and permits, intergovernmental revenue, charges for services, and various other fees.

The General Fund is segregated into (14) departments and (6) divisions. They are:

- Mayor
- City Council
- City Attorney
- City Treasurer/Finance
- City Clerk
- Human Resources
- Information Technology
- Animal Control
- Municipal Court
- Chief Development Officer
    - Engineering
    - Building and Safety
        - Code Enforcement
    - Planning
- Chief Operating Officer
    - Public Works
        - Facilities
        - Streets and Storm Drains
        - Vector Control
        - Cemetery
        - Fleet
    - Parks & Recreation

In addition to the General Fund, there are four Special Revenue Funds, one Capital Projects Fund, two Enterprise Funds, and a Municipal Court Custodial Fund.

The four Special Revenue Funds are identified below:

- Court Administrative Assessment Fund
- Court Facilities Assessment Fund
- Grants Fund
- Transient Lodging Tax Fund

The two Enterprise Funds are identified below:

- Water Enterprise Fund
- Sewer Enterprise Fund

Currently, some General Fund costs are allocated to the enterprise funds.

CITY SERVICES AND ALLOCATION METHODOLOGY

Mayor and City Council: The Legislative, citywide lawmaking and decision making body responsible for determining the City's policies and goals. The Council consists of six members, including the Mayor as a non-voting member. The Mayor is the Chief Executive Officer (CEO) of the City.

Allocation: It is common practice to allocate City Council costs on a basis of FTEs, operating budgets, resolutions, ordinances, meeting agenda items or a combination of all. Salaries/benefits costs are allocated to each fund proportionate to the number of resolutions and ordinances executed each year.

City Attorney: Responsible for providing legal counsel and representation to the City, including advising on municipal, state, and federal laws; drafting and reviewing ordinances, resolutions, contracts, and agreements; managing litigation and risk; supporting compliance and ethics matters; and advising City leadership, departments, boards, and commissions on legal issues and policy implementation.

Allocation: Salaries/benefits are allocated to each fund based on hours worked reported in each fund.

City Treasurer/Finance: Responsible for overseeing the City's financial operations, including cash management, revenue collection, investment management, debt administration, financial reporting, payroll oversight, and safeguarding public funds. Ensures compliance with applicable federal, state, and local financial regulations and supports the City's fiscal planning and budgeting efforts.

Allocation: Total costs of this department are allocated in proportion to the total expenses of each fund.

City Clerk: Responsible for managing the City's official records. The custodian of records, Citywide document management, records retention, municipal code, ordinances and resolutions, countersigns all City contracts, prepares agendas and keeps records of proceedings of City Council, conducts municipal elections, issues and enforces all required licenses, franchise fees, passports, public records requests and manages publications.

Allocation: Salaries/benefits costs of this department are allocated in proportion to the total number of agenda items prepared each year for each department.

Human Resources: Responsible for implementing federal and state laws, employee and labor relations, employee benefits, classification and compensation, recruitment/hiring/staffing, performance management, HR policies and procedures.

Allocation: Total costs of this department are allocated in proportion to the total expenses of each fund.

Information Technology: Provides technical support and systems administration to all departments. IT administration, network and enterprise support, systems support, software updates

& requirements, server maintenance, information security, internet and web hosting, telephone and mobile device support and capital planning.

Allocation: Total costs of this department are allocated in proportion to the number of computers, cellular devices, cash drawers and servers in each fund.

Chief Operating Officer (COO): Responsible for overseeing the day-to-day operations of City government, including coordination of municipal departments, implementation of strategic initiatives, operational efficiency, performance management, and service delivery. Provides leadership in executing the CEO priorities, ensuring cross-departmental collaboration, policy implementation, and effective use of organizational resources to meet community goals and objectives.

Allocation: Total costs of this department are allocated in proportion to the total expenses of each fund.

Public Works: Manages infrastructure maintenance, facility operation, water and sewer operations, storm drains, streets maintenance, parks and recreation and open space.

Allocation: The allocation of salaries/benefits costs is based on the ratio of each department's total costs, less salaries/benefits, to the total costs of all departments serviced for the Public Works director, Deputy Public Works Director, General Services Field Superintendent and Admin Specialist II.

Vector Services: Provides public safety and environmental health services; mosquito abatement.

Allocation: Total costs of this department are allocated in proportion to the total expenses of the vector department and sewer department.

Facilities: Responsible for the management, maintenance, and operation of City-owned facilities and properties, including preventive maintenance, building repairs, custodial services, space planning, capital improvement coordination, safety compliance, and facility operations. Supports the efficient and safe use of municipal buildings and infrastructure to ensure continuity of City services and operations.

Allocation: Total costs of this department are allocated based on the total square footage of each City facility that is serviced by the facilities department.

Fleet Management: Responsible for the maintenance, repair, replacement, and management of the City's vehicle and equipment fleet, including preventive maintenance programs, fuel management, safety compliance, asset tracking, and lifecycle planning. Supports reliable and cost-effective transportation and operational services for City departments and staff.

Allocation: Total costs of this department will be allocated based on time servicing vehicles and equipment reported in each fund.

Engineering: Responsible for carrying out City infrastructure improvements and the review of public development projects. Planning and design services, project management, construction related services, inspection and review services**.** Deals with easements and rights-of-way.

Allocation: Total costs of this department will be allocated based on time reported in each fund.

***DEPARTMENTS THAT DO NOT HAVE COSTS ALLOCATED TO THE ENTERPRISE FUNDS:**

Chief Development Officer: Responsible for overseeing the City's development initiatives, including economic development, community development, planning, redevelopment, housing initiatives, and strategic growth opportunities. Provides leadership in advancing development projects, fostering partnerships with public and private stakeholders, supporting business attraction and retention, and implementing long-term strategies that promote sustainable growth and community investment.

Building and Safety: Committed to protecting the health, safety and welfare of the community. Provides a variety of information to the public pertaining to building procedures, licensing requirements, zoning issues and code complaints. Performs building inspections, permitting and licensing. Responsible for code compliance and ensuring compliance of City Ordinances, building standards and zoning.

Code Enforcement: Responsible for enforcing City codes and ordinances related to property maintenance, zoning, public health and safety, nuisance abatement, and land use compliance. Conducts inspections, investigates complaints, coordinates corrective actions, and works with residents, businesses, and property owners to maintain community standards and ensure compliance with applicable municipal regulations.

Planning: This department works with land use and construction activities, administers building, environmental and subdivision regulations, reviews development proposals, administers land use applications, refines land development regulations, maintains the City's Master Plan, maintains City's system of building permits, maintains land use and zoning maps. Provides all planning services for the City.

Parks & Recreation: Responsible for enforcing City codes and ordinances related to property maintenance, zoning, public health and safety, nuisance abatement, and land use compliance. Conducts inspections, investigates complaints, coordinates corrective actions, and works with residents, businesses, and property owners to maintain community standards and ensure compliance with applicable municipal regulations.

Animal Control: To protect the public health and welfare from the adverse acts or conditions associated with domestic animals, specifically dogs kept as pets, companions, or for breeding purposes. Further, to provide a service to insure the registration of canines and vaccination for the prevention of rabies as required by NRS 441A.410; and to regulate the care and control of dangerous or vicious animals**.**

*The costs associated with these departments are not allocated to any fund other than the general fund as it is general government services that are provided.

Allocation Methodology for Direct Service Types

Those departments/positions such as, but not limited to, the City Attorney's Office, Engineering, and Fleet Management, which provide distinct, specific services, shall directly track time associated with water and sewer activities. An allocation of department costs to water and sewer based on actual time spent will then be calculated.

****For indirect cost allocations, percentages have been calculated based on the most current year audited actual financials. Prior year allocations were reversed to normalize costs.**

REVIEW

This Cost Allocation Plan shall be reviewed and revised by Council as necessary.

Section 2. This Resolution shall take effect on July 1, 2026.

PASSED, APPROVED AND ADOPTED this 17th day of July, 2026, by the following vote of the council:

AYES: _____ NAYS: ___ ABSTENTIONS: _____ ABSENT: _____

FERNLEY CITY COUNCIL

By:_____

Neal E. McIntyre, Mayor

ATTEST:

_____

Kim Swanson, City Clerk

CITY OF FERNLEY
RESOLUTION ~~2019-005~~26-013

RESOLUTION TO ~~ADOPT~~ UPDATE THE CITY OF FERNLEY COST ALLOCATION PLAN

WHEREAS, the City of Fernley ("the City") has various departmental and fund budgets that are prepared, which include the General Fund, the Water Fund, the Sewer Fund, several special revenue funds, capital funds and a grants fund; and

WHEREAS, the City's Water and Sewer Funds ("Enterprise Funds") are provided services by City departments and personnel whose salaries and benefits and other indirect costs are paid out of the General Fund, including, but not limited to the Mayor, City ~~/~~Council, ~~the City Manager's office, Human Resources,~~The City Attorney's office, The City Treasurer's office/Finance, ~~IT,~~ the City Clerk's office, Information Technology, Human Resources, Engineering, Facilities, Fleet, and Debt Service; and

WHEREAS, the Enterprise Funds utilize such internal services and facilities that are funded and serviced in whole or in part by the General Fund; and

WHEREAS, a Cost Allocation Plan allocates the cost of providing such services and facilities provided by the General Fund to the Enterprise Funds to ensure that each fund is paying its fair share of the services and facilities provided and so that each fund and function has its "true cost" identified; and

WHEREAS, City Council has determined that the allocation plan is equitable and that it is appropriate that the Enterprise Funds share in the costs with the General fund for such expenses and costs of services as outlined in the plan; and

WHEREAS, City staff has researched best practices, cost allocation plans prepared by consulting firms and has conferred with the City's auditor; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Fernley, during this regular meeting of the City ~~budget~~ Council~~meeting workshop~~, held on this 417th day of ~~April~~June, 201926 ~~in Fernley, Nevada~~, that the updated ~~following policy be adopted~~cost allocation plan be adopted:

Section 1: ~~———————————~~ CITY OF FERNLEY

COST ALLOCATION PLAN

PURPOSE/OBJECTIVE

The primary purpose for preparing this cost allocation plan ~~was~~ is to identify and allocate the cost of providing services internally and to quantify and capture the cost of services provided by the

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General Fund to the Enterprise Funds, to ensure that each fund and function has its "true" costs identified. The purpose of preparing a cost allocation plan is to identify a plan to allocate to those departments/divisions/funds not just direct services provided, but also the internal services that are required to support the direct services provided to the community.

What is Cost Allocation?

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Cost allocation refers to a process of accounting and recording the full costs of a government service by including its indirect costs or "overhead" in addition to its direct costs. A cost allocation plan distributes these indirect costs to ensure that the respective funds are fairly and accurately paying for the services they receive.

Indirect costs include shared administrative expenses where a department or agency incurs costs for support that it provides to other departments/agencies (e.g. finance, human resources, facilities, maintenance, technology-). These are "overhead costs" or central/support services that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

Direct costs are those that can easily and readily be identified and assigned as being directly associated and benefitting a particular cost objective. They are those that clearly and directly benefit a specific fund or program.

WHY DO LOCAL GOVERNMENT'S ALLOCATE COSTS?

- To identify the actual cost of services being provided to its citizens
- To equitably share the costs of shared facilities and support services between departments, programs and funds throughout the organization
- To ensure accuracy of cost-based user fees for public services such as utilities, development review, parks or any other service where the user pays a fee for service
- To relieve pressure on the general fund by allocating certain general fund costs to enterprise or other funds that receive a benefit from support services
- To receive reimbursement for allowable overhead costs from federal or state grants to the extent that this is allowed by the grant. This usually requires a formal cost allocation plan with internal controls to ensure accuracy.

GFOA Recommendation:

The Government Finance Officers Association (GFOA) encourages governments to allocate their indirect costs. However, a systematic and rational methodology should be used to calculate the amounts allocated so that there is an equitable distribution.

SERVICE TYPES

Indirect Service Type**:**- Departments that provide such broad, general services that the costs cannot be directly tracked to a particular department/fund.

Direct Service Type: ~~–~~Those departments/positions such as City Attorney's Office, ~~City Engineer's~~Engineering ~~Office, GIS/Mapping~~ and Fleet, which provide distinct, specific services that can be directly tracked to a particular department/fund. These departments/positions shall track time associated with water and sewer activities. An allocation of department costs to water and sewer based on actual time spent will then be calculated.

CITY GOVERNMENT

The City's General Fund incurs expenditures in the range of $~~6-10~~13-20 million annually and is supported by ad valorem tax revenues, licenses and permits, intergovernmental revenue, charges for services, and various other fees.

The General Fund is segregated into (1~~0~~4) departments and (~~9~~6) divisions. They are:

- Mayor
- ~~/~~City Council
- ~~City Manager~~
- ~~Human Resources~~
- ~~Information Technology~~
- ~~Animal Control~~
- City Attorney
- City Treasurer/Finance
-
- City Clerk
- ~~City Treasurer/Finance~~Human Resources
- Information Technology
- Animal Control
-
- Municipal Court
- Chief Development Officer
  - Engineering
  - Building and Safety
    - Code Enforcement
  - Planning
- Chief Operating Officer
  - Public Works
    - ~~Facilities~~
    - ~~Streets and Storm Drains~~
    - Vector Control
    - ~~Cemetery~~
    - ~~Parks~~
    - ~~Cemetery~~
    - Fleet

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- Parks & Recreation
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In addition to the General Fund, there are ~~three~~ four Special Revenue Funds, ~~two~~ one Capital Projects Fund~~s~~, two Enterprise Funds, ~~a Grants Fund~~ and a Municipal Court Custodial Fund.

The ~~three~~ four Special Revenue Funds are identified below:

- Court Administrative Assessment Fund
- Court Facilities ~~Fees~~ Assessment Fund
- Grants Fund
- Transient Lodging Tax Fund

The two Enterprise Funds are identified below:

- Water Enterprise Fund
- Sewer Enterprise Fund

Currently, some General Fund costs are allocated to the enterprise funds.

CITY SERVICES AND ALLOCATION METHODOLOGY

Mayor and City ~~/~~Council: ~~–~~The Legislative, citywide lawmaking and decision making body responsible for determining the City's policies and goals. The Council consists of six members, including the Mayor as a non-voting member. The Mayor is the Chief ~~Operating~~ Executive Officer (C~~O~~EO) of the City.

Allocation: It is common practice to allocate City Council costs on a basis of FTEs, operating budgets, resolutions, ordinances, meeting agenda items or a combination of all. Salaries/benefits costs are allocated to each fund proportionate to the number of resolutions and ordinances executed each year.

City Attorney: Responsible for providing legal counsel and representation to the City, including advising on municipal, state, and federal laws; drafting and reviewing ordinances, resolutions, contracts, and agreements; managing litigation and risk; supporting compliance and ethics matters; and advising City leadership, departments, boards, and commissions on legal issues and policy implementation.~~**City Manager:** Provides executive leadership in the management of all departments and enterprises of the City. The City Manager reports to the Mayor. The Chief Administrative Officer of the City responsible for enforcing the City's vision, budget and ordinances established by Council. Provides oversight of the City as a whole; strategic planning, risk management services, economic development, legislative, media and communications, PR services, grants management, budget development and administration.~~

Allocation: Salaries/benefits are allocated to each fund based on hours worked reported in each fund.~~Allocation: Salaries/benefits costs of this office are allocated to each fund in proportion to the total expenses of each fund.~~

~~**Finance and Treasury Services**~~**City Treasurer/Finance:** Responsible for overseeing the City's financial operations, including cash management, revenue collection, investment management, debt administration, financial reporting, payroll oversight, and safeguarding public funds. Ensures compliance with applicable federal, state, and local financial regulations and supports the City's fiscal planning and budgeting efforts.~~Manages and monitors all of the financial transactions of the City. Provides support to all City departments and has several functional areas to include Audit, Budget, Accounting, Internal/External Reporting, Cash Management/Monitoring, Internal Controls, Payroll, A/P, Investments, Debt. Also provides financial systems support.~~

Allocation: Total costs of this department are allocated in proportion to the total expenses of each fund.

City Clerk: Responsible for managing the City's official records. The custodian of records, Citywide document management, records retention, municipal code, ordinances and resolutions, countersigns all City contracts, prepares agendas and keeps records of proceedings of City Council, conducts municipal elections, issues and enforces all required licenses, franchise fees, passports, public records requests and manages publications.

Allocation: Salaries/benefits costs of this department are allocated in proportion to the total number of agenda items prepared each year for each department.

Human Resources: Responsible for implementing federal and state laws, employee and labor relations, employee benefits, classification and compensation, recruitment/hiring/staffing, performance management, HR policies and procedures.~~ Falls under the umbrella of the City Manager.~~

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Allocation: Total costs of this department are allocated in proportion to the total expenses of each fund.

~~Salaries/benefits costs are allocated to each fund in proportion to the total FTEs of each fund.~~

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~~**IT Services**~~**Information Technology:** Provides technical support and systems administration to all departments. IT administration, network and enterprise support, systems support, software updates & requirements, server maintenance, information security, internet and web hosting, telephone and mobile device support and capital planning.~~ Falls under the umbrella of the City Manager.~~

Allocation: Total costs of this department are allocated in proportion to the number of computers, cellular ~~phones~~devices, cash drawers and servers in each fund.

Chief Operating Officer (COO): Responsible for overseeing the day-to-day operations of City government, including coordination of municipal departments, implementation of strategic initiatives, operational efficiency, performance management, and service delivery. Provides leadership in executing the CEO priorities, ensuring cross-departmental collaboration, policy

implementation, and effective use of organizational resources to meet community goals and objectives.

Allocation: Total costs of this department are allocated in proportion to the total expenses of each fund.

~~**Finance and Treasury Services:** Manages and monitors all of the financial transactions of the City. Provides support to all City departments and has several functional areas to include Audit, Budget, Accounting, Internal/External Reporting, Cash Management/Monitoring, Internal Controls, Payroll, A/P, Investments, Debt. Also provides financial systems support.~~

~~Allocation: Total costs of this department are allocated in proportion to the total expenses of each fund.~~

~~**City Clerk:** Responsible for managing the City's official records. The custodian of records, Citywide document management, records retention, muni code, ordinances and resolutions, countersigns all City contracts, prepares agendas and keeps records of proceedings of City Council, conducts municipal elections, issues and enforces all required licenses, franchise fees, passports, public records requests and manages publications.~~

~~Allocation: Salaries/benefits costs of this department are allocated in proportion to the total number of agenda items prepared each year for each department.~~

Public Works: –Manages infrastructure maintenance, facility operation, water and sewer operations, storm drains, streets maintenance, parks and recreation and open space.

Allocation: The allocation of salaries/benefits costs is based on the ratio of each department's total costs, less salaries/benefits, to the total costs of all departments serviced ~~F~~for the ~~general services foreman, parks field staff, the~~ Public Works director, ~~d~~Deputy Public Works ~~d~~Director, General Services Field Superintendent and Admin Specialist ~~2~~II, ~~the allocation of salaries/benefits costs is based on the ratio of each department's total costs, less salaries/benefits, to the total costs of all departments serviced.~~

Vector Services: -Provides public safety and environmental health services; mosquito abatement.

Allocation: -Total costs of this department are allocated in proportion to the total expenses of the vector department and sewer department.

Facilities: -Responsible for the management, maintenance, and operation of City-owned facilities and properties, including preventive maintenance, building repairs, custodial services, space planning, capital improvement coordination, safety compliance, and facility operations. Supports the efficient and safe use of municipal buildings and infrastructure to ensure continuity of City services and operations.~~Communications, technology, utilities, supplies, building maintenance~~

Allocation: -Total costs of this department are allocated based on the ~~budgeted number of FTEs in each fund that occupy the administration building to the total number of FTEs occupying the~~

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~~administration building~~total square footage of each City facility that is serviced by the facilities department.

Fleet ~~Service~~ Management: ~~–~~Responsible for the maintenance, repair, replacement, and management of the City's vehicle and equipment fleet, including preventive maintenance programs, fuel management, safety compliance, asset tracking, and lifecycle planning. Supports reliable and cost-effective transportation and operational services for City departments and staff. ~~This is a new department responsible for providing maintenance and repair of City vehicles and equipment.~~

Allocation: ~~After the first year, t~~Total costs of this department will be allocated based on time servicing vehicles and equipment reported in each fund.

~~**Space/Debt Service:** City Hall houses administrative staff for several departments crossing three funds.~~

~~Allocation: Total costs of debt service are allocated based on the budgeted number of FTEs in each fund that occupy the administration building to total number of FTEs occupying the administration building.~~

~~**GIS/Mapping Services:** Manages geographical data; mapping and modeling, infrastructure and land. Falls under the umbrella of engineering.~~

~~Allocation: After the first year, total costs of these positions will be allocated based on time reported in each fund.~~

Engineering~~/Capital Planning Services~~: Responsible for carrying out City infrastructure improvements and the review of public development projects. Planning and design services, project management, construction related services, inspection and review services**.** Deals with easements and rights-of-way.

Allocation: ~~After the first year, t~~Total costs of this department will be allocated based on time reported in each fund.

~~*~~**~~Legal Services:~~** ~~The office of the City Attorney acts as the City's general counsel. Oversees all litigation and provides legal support for all three branches of government; Contracts and review, Criminal Court services, protects the interests related to City owned property.~~**DEPARTMENTS THAT DO NOT HAVE COSTS ALLOCATED TO THE ENTERPRISE FUNDS:**

Chief Development Officer: Responsible for overseeing the City's development initiatives, including economic development, community development, planning, redevelopment, housing initiatives, and strategic growth opportunities. Provides leadership in advancing development projects, fostering partnerships with public and private stakeholders, supporting business attraction and retention, and implementing long-term strategies that promote sustainable growth and community investment.

~~Allocation: After the first year, total costs of this department will be allocated based on time reported in each fund.~~

Building and Safety: ~~-~~Committed to protecting the health, safety and welfare of the community. Provides a variety of information to the public pertaining to building procedures, licensing requirements, zoning issues and code complaints. Performs building inspections, permitting and licensing. Responsible for code compliance and ensuring compliance of City Ordinances, building standards and zoning.

Code Enforcement: Responsible for enforcing City codes and ordinances related to property maintenance, zoning, public health and safety, nuisance abatement, and land use compliance. Conducts inspections, investigates complaints, coordinates corrective actions, and works with residents, businesses, and property owners to maintain community standards and ensure compliance with applicable municipal regulations.

~~Allocation: The costs associated with this department are not allocated to any fund other than the general fund as it is general government services that are provided.~~

Planning: This department works with land use and construction activities, administers building, environmental and subdivision regulations, reviews development proposals, administers land use applications, refines land development regulations, maintains the City's Master Plan, maintains City's system of building permits, maintains land use and zoning maps. Provides all planning services for the City.

Parks & Recreation: Responsible for enforcing City codes and ordinances related to property maintenance, zoning, public health and safety, nuisance abatement, and land use compliance. Conducts inspections, investigates complaints, coordinates corrective actions, and works with residents, businesses, and property owners to maintain community standards and ensure compliance with applicable municipal regulations.

~~Allocation: The costs associated with this department are not allocated to any fund other than the general fund as it is general government services that are provided.~~

Animal Control: ~~-~~To protect the public health and welfare from the adverse acts or conditions associated with domestic animals, specifically dogs kept as pets, companions, or for breeding purposes. Further, to provide a service to insure the registration of canines and vaccination for the prevention of rabies as required by NRS 441A.410; and to regulate the care and control of dangerous or vicious animals**.**

~~Allocation:~~ *The costs associated with th~~is~~ese department**s** are not allocated to any fund other than the general fund as it is general government services that are provided.

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~~**Allocation Percentages for Indirect Service Types**~~

~~(Departments that provide broad, general services that benefit ALL departments and funds)~~

City Manager Costs Allocated	Total Expenses	Salaries/Benefits %
General Fund	$6,396,832.57	36.95%
Water Fund	$8,479,702.35	48.98%
Sewer Fund	$2,436,343.88	14.07%
	$17,312,878.80	100.00%
HR Costs Allocated	FTEs	Salaries/Benefits %
General Fund	38.13	59.77%
Water Fund	16.88	26.46%
Sewer Fund	8.78	13.76%
	63.79	100.00%
Mayor/Council Costs Allocated	Resolutions/Ordinances	Salaries/Benefits %
General Fund	22	70.97%
Water Fund	4	12.90%
Sewer Fund	5	16.13%
	31	100.00%
IT Costs Allocated	Comp/Phones/Drawers/Server	IT Expenses %
General Fund	62.75	60.92%
Water Fund	27.30	26.50%
Sewer Fund	12.95	12.57%
	103.00	100.00%
Finance Costs Allocated	Total Expenses	Finance Expenses %
General Fund	$6,396,832.57	36.95%
Water Fund	$8,479,702.35	48.98%
Sewer Fund	$2,436,343.88	14.07%
	$17,312,878.80	100.00%
City Clerk Costs Allocated	Agenda Items	Salaries/Benefits %
General Fund	96	80.00%
Water Fund	12	10.00%
Sewer Fund	12	10.00%
	120	100.00%

~~(Departments that provide services that benefit 2 or more departments or funds)~~

Vector Costs Allocated	Expenses	Vector Expenses %
Vector	$156,072.70	6.02%
Sewer Fund	$2,436,343.88	93.98%
	$2,592,416.58	100.00%

~~NRS 555 requires the City have in place a "Vector" mosquito abatement program for sewer operations.~~

~~(Positions that provide services that benefit 2 or more departments or funds)~~

1)		
General Services Salaries/Benefits Allocated	Salary/benefits Expenses	Salaries/Benefits %
Parks	$552,904.74	50.86%
Facilities	425,250.63	39.12%
Vector	108,880.60	10.02%
	$1,087,035.97	100.00%
Salaries/benefits included for general services **Foreman		
2)		
General Services Salaries/Benefits Allocated	Salary/benefits Expenses	Salaries/Benefits %
Parks	$552,904.74	56.53%
Facilities	425,250.63	43.47%
	$978,155.37	100.00%
Salaries/benefits included for **parks field staff		
3)		
Public Works Salaries/Benefits Allocated	Salary/benefits Expenses	Salaries/Benefits %
Facilities	425,250.63	3.90%
Streets	$1,077,159.00	9.87%
Parks	$552,904.74	5.07%
WD	6,526,287.86	59.83%
WTP	$541,020.51	4.96%
Sewer	1,785,851.83	16.37%
	10,908,474.57	100.00%
Salaries/benefits for public works admin staff: **PW director, deputy PW director, Admin 2		

~~(City Hall Shared Costs: Debt and Facilities)~~

	Budgeted	%
ADMIN DEBT Costs Allocated	# Employees/Dept	Employees/Bldg
General Fund	28.36	63.76%
Water Fund	10.79	24.26%
Sewer Fund	5.33	11.98%
	44.48	100.00%
	Budgeted	%
FACILITIES Costs Allocated	# Employees/Dept	Employees/Bldg
General Fund	28.36	63.76%
Water Fund	10.79	24.26%
Sewer Fund	5.33	11.98%
	44.48	100.00%

Allocation Methodology for Direct Service Types

Those departments/positions such as, but not limited to, the City Attorney's Office, ~~City Engineer's Office~~Engineering, ~~GIS/Mapping and~~and Fleet Management, which provide distinct, specific services, shall directly track time associated with water and sewer activities. An allocation of department costs to water and sewer based on actual time spent will then be calculated.

****For indirect cost allocations, percentages have been calculated based on the most current year audited actual financials. Prior year allocations were reversed to normalize costs.**

REVIEW

This Cost Allocation Plan shall be reviewed and revised by Council as necessary. ~~on an annual basis.~~

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Section 2. This Resolution shall take effect on July 1, 2026~~this 22nd day of May, 2019, the public welfare requiring it~~.

PASSED, APPROVED AND ADOPTED this ~~_____~~17th day of ~~May~~July, 20~~19~~26, by the following vote of the council:

AYES: _____ NAYS: ____ ABSTENTIONS: _____ ABSENT: _____

FERNLEY CITY COUNCIL

By:_____

~~Roy Edgington~~Neal E. McIntyre, Mayor

ATTEST:

_____

Kim Swanson, City Clerk

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CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: June 17, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:	No:	Yes:	No:	

ACTION REQUESTED:

AGENDA ITEM:

Possible action to request staff to cease work on the preparation of the title 16 rewrite and to create an ordinance allowing a civil penalty for existing code violations as an alternate to current criminal penalities.

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