City of Fernley

NEVADA

AGENDA
Regular Meeting
City Council
Wednesday, August 5, 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

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 contract with Valley Collection Services, LLC, for collecting past-due utilities from Rockin T Trucking in the amount of $1,632.98.

2.5. Possible Action to approve the award of the 2026-2028 Water Treatment Plant Residuals Solids Removal Contract to Marshall's Sanitation Service LLC in amount not to exceed $0.48 per gallon.

2.6. Possible Action to Approve a Contract with DOWL, Reno, NV, for Strategic Asset Management Program Support
for professional services related to the continued implementation, training, and technical support of the City's
GIS and WebGIS viewer through ArcGIS Online, in an amount not to exceed $60,000

2.7. Possible Action to approve a Highway Agreement PR171-26-063, the Cooperative (Local Public Agency) Agreement between the City of Fernley and the Nevada Department of Transportation for the SR828 Multi-Use Path Phase III project.

2.8. Possible Action to purchase one (1) 1 & 1/2-ton, four-wheel drive pickup truck with service body and crane for the City of Fernley's Water Distribution Department for an amount not to exceed $120,645.25.

2.9. Possible Action to approve a contract with Stonehouse Drilling to rehabilitate Well 9A, in the amount not to exceed $32,980.00.

2.10. Possible Action to approve a contract with Stonehouse Drilling to rehabilitate Well 13, in the amount not to exceed $27,780.00.

2.11. Possible Action to approve the Professional Services Agreement with Shaw Engineering for the development and implementation support of the City of Fernley's Industrial Pretreatment Program in an amount not to exceed $45,500.

2.12. Possible Action to purchase one (1) hydraulic snowplow and one (1) mounted salt-sand spreader for the City of Fernley's Fleet Department for an amount not to exceed $26,801.30.

2.13. Possible Action to purchase one (1) heavy-duty large vehicle lift for the City of Fernley's Fleet Department for an amount not to exceed $70,000.

2.14. Possible Action to purchase one (1) backhoe for the Water Treatment Plant for an amount not to exceed $150,000.

2.15. Possible Action to purchase one (1) backhoe with attachments for the Wastewater Department for an amount not to exceed $250,000.

2.16. Possible Action to authorize the execution of the Water Rights Banking and Dedication Agreement with Gary Oberg, APN 021-162-20 TCID Serial Number 1014-1-E-3-A in the amount of 1.89 acre-feet.

2.17. Possible Action to authorize the execution of the Water Rights Banking and Dedication Agreement with Snowbird XIV, LLC, APN 020-222-21 TCID Serial Number 1024-9 in the amount of 3.78 acre-feet.

2.18. Possible Action to authorize the execution of the Water Rights Banking Agreement with Pefley 2023 Trust, APN 020-242-14 TCID Serial Number 1034-2-B in the amount of 4.68 acre-feet.

2.19. Possible Action to authorize the execution of the Water Rights Banking Agreement with Pefley 2023 Trust, APN 020-242-13 TCID Serial Number 1034-2-C in the amount of 2.385 acre-feet.

2.20. Possible Action to Approve the Collective Bargaining Union Agreement between the City of Fernley and IBEW 1245 effective 7/1/2026-6/30/2028.

2.21. Possible Action to ratify emergency electrical work previously completed by San Joaquin Electric, Inc. at the Fernley Wastewater Treatment Plant to maintain compliance with Nevada Division of Environmental Protection (NDEP) requirements, and approve payment in the amount of $28,200.27.

2.22. Possible Action to approve a grant agreement between the Nevada Department of Wildlife and City of Fernley for the Fernley Community Pond project. The agreement provides $100,000 in Wildlife Heritage Account grant funding to support the design and construction of a new community fishing pond and associated park amenities.

2.23. (Possible Action) Approval of an amendment to the City's organizational chart to change the position title of Facilities Foreman to General Services Foreman.

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. Possible Action, Presentation and adoption of Resolution 25-011, providing for the transfer of the City's 2026 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority

5.2. Presentation and discussion regarding the City's quarterly financial report.

6. ORDINANCES

6.1. (For Possible Action) Introduction and First Reading of Bill #390 (CA26002), an Ordinance to amend Section 32.02.030 and Section 32.03.050 of the Fernley Development Code to add a definition for a Minor Conditional Use Permit and to add a Minor Conditional Use Permit as an entitlement process.

7. RESOLUTIONS

7.1. (For Possible Action) Discussion and possible action on Resolution 20-015, a resolution of the City of Fernley to affirm that the City Council will not negotiate water rights dedication for new development.

7.2. (For Possible Adoption) Adopt a resolution to submit a grant application to the EDA for the EWWTP project design and to commit to a 20-40% cost match.

8. PUBLIC FORUM

9. ADJOURNMENT

Next Meeting: August 19th @ 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
AFLAC								
5690	AFLAC	577478	SUPPLEMENTAL INSURANCE	07/25/2026	526.88		100-217400 AFLAC Insurance Payable	726
	Total 5690:				526.88			
AIT ADVANCED INTERPRETING & TRANSLATION								
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202607-FMC-	Spanish - 26TR00231, 26CR00082, 26CR00382, 26CR00031	07/05/2026	680.00		100-425-330 Prof Serv-Interpreter	726
	Total 8498:				680.00			
ALL TRAFFIC SOLUTIONS LLC								
9165	ALL TRAFFIC SOLUTIONS LLC	SO - 050777	LYCSO- Traffic Equipment	07/23/2026	24,911.39		100-412-650 Community Support	726
	Total 9165:				24,911.39			
ALLDATA LLC								
8930	ALLDATA LLC	INVC07192161	ALL DATA AUTOMOTIVE SERVICES	07/13/2026	361.60	07/17/2026	100-480-342 Tech Services-Other	726
	Total 8930:				361.60			
ANTHEM BLUE CROSS AND BLUE SHIELD								
7125	ANTHEM BLUE CROSS AND BLUE SHIELD	1001988E	HEALTH INSURANCE	08/01/2026	124,577.78		100-217000 HEALTH INSURANCE PAYABLE	826
	Total 7125:				124,577.78			
APPLIED PAVEMENT TECHNOLOGY, INC.								
8726	APPLIED PAVEMENT TECHNOLOGY, INC.	JUL 15 2026	TRAFFIC CONTROL TRAINING - J. HATCH, Z. WHALEY, T.	07/15/2026	200.00		100-475-580 Training	726
	Total 8726:				200.00			
APPLIED SOFTWARE TECHNOLOGY LLC								
8999	APPLIED SOFTWARE TECHNOLOGY LLC	IN04-0005857	Bluebeam Revu Core renewal subscription (15 users)	07/15/2026	4,702.50	07/17/2026	100-418-342 Tech Services-Other	726
	Total 8999:				4,702.50			
AQUA BACKFLOW, INC								
8934	AQUA BACKFLOW, INC	2026-0192	BACKFLOW PROGRAM SERVICES	07/07/2026	351.50	07/17/2026	510-860-320 Prof Serv-Engineering	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 8934:				351.50			
ART OF BRONZE INC								
9124	ART OF BRONZE INC	20260721	Final payment - ""Wild Country"" bronze sculpture Main Street	07/20/2026	10,500.00	07/22/2026	100-410-650 Community Support	726
	Total 9124:				10,500.00			
AT&T								
13	AT&T	28574 JUL 26	131 252-7192 857 4	07/02/2026	308.16	07/24/2026	100-417-530 Communications	726
13	AT&T	28574 JUL 26	131 252-8129 614 5	07/02/2026	230.00	07/24/2026	100-417-530 Communications	726
13	AT&T	3293268112	07048 WTP Ethernet JUN 26	07/01/2026	2,575.28	07/17/2026	100-417-530 Communications	726
13	AT&T	81650 JUN 26	775-835-8598 165 0	06/26/2026	2,926.03	07/17/2026	100-417-530 Communications	626
13	AT&T	98670 JUL 26	775-786-2229 867 0	07/20/2026	1,373.18	08/12/2026	100-417-530 Communications	726
13	AT&T	98670 JUN 26	775-786-2229 867 0	06/20/2026	1,398.71	07/13/2026	100-417-530 Communications	626
	Total 13:				8,811.36			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343 JUN26	815519343 JUN 2026	07/04/2026	1,127.66	07/17/2026	100-417-530 Communications	726
	Total 448:				1,127.66			
AUTOZONE STORES LLC								
4473	AUTOZONE STORES LLC	3742585790	parts and oil for 2019 Ford F-250 Super Duty Lariat 4WD	07/10/2026	317.34	07/17/2026	100-480-610 Automotive Supplies	726
4473	AUTOZONE STORES LLC	3742595249	Refridgerant, Pigtail, Blower motor	07/24/2026	530.29		100-480-610 Automotive Supplies	726
	Total 4473:				847.63			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	24608/5	XL Cowhide HydroFlector driver gloves	07/09/2026	21.95	07/17/2026	100-575-616 Safety Supplies	726
20	BIG R OF FERNLEY	24613/5	For cut off wheels (5x1/16x7/8"")	07/09/2026	23.76	07/17/2026	100-475-600 General Supplies	726
20	BIG R OF FERNLEY	24633/5	Irrigation and plumbing parts for cemetery (pressure regulator	07/13/2026	94.21	07/17/2026	100-576-600 General Supplies	726
20	BIG R OF FERNLEY	24634/5	Spray Dye	07/13/2026	39.99	07/17/2026	520-810-600 General Supplies	726
20	BIG R OF FERNLEY	24639/5	Storage hangers	07/14/2026	11.98	07/17/2026	100-575-600 General Supplies	726
20	BIG R OF FERNLEY	24641/5	tape, gloves	07/14/2026	16.98	07/17/2026	100-417-600 General Supplies	726
20	BIG R OF FERNLEY	24642/5	Keys (single cut) for cottonwood shop	07/14/2026	19.90	07/17/2026	510-810-600 General Supplies	726
20	BIG R OF FERNLEY	24645/5	Drum liners and bottled water	07/15/2026	46.48	07/17/2026	100-575-600 General Supplies	726
20	BIG R OF FERNLEY	24646/5	Trimmer line	07/15/2026	10.99	07/17/2026	100-475-600 General Supplies	726
20	BIG R OF FERNLEY	24647/5	Tarp straps, post hole digging bars, drum liners, strap with hol	07/15/2026	220.24	07/17/2026	100-575-600 General Supplies	726
20	BIG R OF FERNLEY	24651/5	Car wash liquid, Clorox disinfecting wipes, Blast Purple -35, w	07/15/2026	48.91	07/17/2026	510-840-610 Automotive Supplies	726
20	BIG R OF FERNLEY	24656/5	Zip-loc gallon bags for lead and copper samples	07/16/2026	23.97	07/17/2026	510-810-614 Shop Supplies	726
20	BIG R OF FERNLEY	24657/5	Screw-in storage hook set and XL black synthetic palm pull str	07/16/2026	31.94	07/17/2026	100-575-600 General Supplies	726
20	BIG R OF FERNLEY	24659/5	Roller frame (4"")	07/16/2026	7.98	07/17/2026	100-475-600 General Supplies	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
20	BIG R OF FERNLEY	24660/5	Wasp/hornet instant knockdown spray (Buy 1 Get 1 Free)	07/16/2026	7.99	07/17/2026	100-575-617 Chemical Supplies	726
20	BIG R OF FERNLEY	24661/5	Hillman fasteners (assorted) and nozzle (quarter)	07/16/2026	4.53	07/17/2026	100-417-600 General Supplies	726
20	BIG R OF FERNLEY	24669/5	Trimmer line (.080) – twisted and standard, various brands	07/17/2026	73.96		100-475-600 General Supplies	726
20	BIG R OF FERNLEY	24671/5	Dewalt trimmer line .80 x 225'	07/17/2026	24.99		100-475-600 General Supplies	726
20	BIG R OF FERNLEY	24690/5	HP Ultra Mix synthetic 2-cycle oil, Autocut trimmer heads, and	07/21/2026	150.85		100-475-600 General Supplies	726
20	BIG R OF FERNLEY	24691/5	OB shoulder gloves (10ct)	07/21/2026	5.96		520-810-616 Safety Supplies	726
20	BIG R OF FERNLEY	24693/5	Key cutting (single and double cut keys)	07/21/2026	9.96		510-810-600 General Supplies	726
20	BIG R OF FERNLEY	24694/5	Annual Boot Allowance R. Pruden - 13W mens brown waterpr	07/21/2026	234.95		100-475-616 Safety Supplies	726
20	BIG R OF FERNLEY	24695/5	NeverBlock 2-port wall charger, 9' USB-C cable, GAN wall ch	07/21/2026	79.97		100-575-600 General Supplies	726
20	BIG R OF FERNLEY	24700/5	Faucet key and aluminum ties for parks	07/22/2026	24.84		100-575-600 General Supplies	726
20	BIG R OF FERNLEY	24702/5	Paint brushes, rollers, liners, mounting tape, and painter's tap	07/22/2026	71.81		100-417-600 General Supplies	726
20	BIG R OF FERNLEY	24710/5	3"" 275 GPM pump, long-handle wire brushes, and grade 5 b	07/23/2026	814.59		510-840-614 Shop Supplies	726
20	BIG R OF FERNLEY	24713/5	Hillman fasteners (asst)	07/24/2026	23.96		100-575-600 General Supplies	726
20	BIG R OF FERNLEY	24720/5	Orange post level and fiberglass drilling hammer	07/27/2026	24.98		100-475-600 General Supplies	726
20	BIG R OF FERNLEY	24732/5	Power nut driver set and nitrile gloves	07/28/2026	84.95		100-417-600 General Supplies	726
20	BIG R OF FERNLEY	24733/5	Guinea pig food, timothy hay, and small animal bedding	07/28/2026	54.75		100-575-600 General Supplies	726
20	BIG R OF FERNLEY	24736/5	Pool trowel (16"") and two 16"" magnesium floats	07/28/2026	79.96		100-475-600 General Supplies	726
20	BIG R OF FERNLEY	24743/5	Saw blade set, branch & stem pruner, garden trowel, and PV	07/29/2026	76.93		100-417-600 General Supplies	726
	Total 20:				2,469.21			
BISHOP, STEPHEN								
9157	BISHOP, STEPHEN	60826	COURT JUDGE COVERAGE, MILEAGE, MEALS, & LODGIN	06/08/2026	1,027.08	07/10/2026	100-425-335 Prof Serv-Senior Judge	626
	Total 9157:				1,027.08			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	62326-1	Fernley Courts - Setting Notices	07/02/2026	998.60		100-425-550 Printing and Postage	726
6970	BOB'S PRINTING AND SIGNAGE	72226-1	Authorized Personnel Only signs - Building/Code Enforcemen	07/28/2026	84.40		100-615-550 Printing and Postage	726
	Total 6970:				1,083.00			
BOYS & GIRLS CLUB OF TRUCKEE MEADOWS								
8833	BOYS & GIRLS CLUB OF TRUCKEE MEADOWS	Final FCTA R2 FY 25-26	BGC Final FCTA R2 FY25-26	06/30/2026	5,723.24	07/17/2026	225-575-650 Community Support	626
	Total 8833:				5,723.24			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	11959931	Windsor Sensor S15 upright vacuum	07/10/2026	761.60	07/17/2026	100-417-605 Minor Equipment	726
8837	BRADY INDUSTRIES OF NEVADA LLC	12015138	Paper towels, toilet paper, trash can liners	07/24/2026	652.36		100-417-612 Building Maint Supplies	726
	Total 8837:				1,413.96			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
BUREAU OF SAFE DRINKING WATER - NDEP								
3021	BUREAU OF SAFE DRINKING WATER - NDEP	LY-0062-C 2026	NDEP Water System Permit NV0000062 FERNLEY PUBLIC	07/15/2026	6,943.00	07/17/2026	510-840-642 Licenses and Permits	726
3021	BUREAU OF SAFE DRINKING WATER - NDEP	LY-0062-TPAS 2026	Water Treatment Plant Permit NV0000062	07/15/2026	4,968.00	07/17/2026	510-840-642 Licenses and Permits	726
	Total 3021:				11,911.00			
CARDIO PARTNERS INC								
9159	CARDIO PARTNERS INC	600376591	PM-AED OnSite, 2- at City Hall	07/17/2026	2,979.98		100-417-616 Safety Supplies	726
9159	CARDIO PARTNERS INC	600376591	PM-AED OnSite, 1- at WTP	07/17/2026	1,489.99		510-840-616 Safety Supplies	726
	Total 9159:				4,469.97			
CASELLE, INC.								
26	CASELLE, INC.	21484	Annual Cloud Hosting Platform fee prorated 08/01/2026-06/30	07/16/2026	14,025.00		100-418-342 Tech Services-Other	726
	Total 26:				14,025.00			
CFA, A BOWMAN COMPANY								
499	CFA, A BOWMAN COMPANY	569806	In Town Park Phase 2 - Design	06/30/2026	1,718.00	07/17/2026	230-575-730 Improve Other than Buildings	626
	Total 499:				1,718.00			
CHAMPION CHEVROLET								
405	CHAMPION CHEVROLET	841228	Parts for fleet vehicle VIN 1GCNKPEX8DZ240638	07/27/2026	192.86		100-126000 Intergovernmental Receivable	726
	Total 405:				192.86			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	156824401072126	24401 7/28-8/27/26 355 Cottonwood	07/21/2026	129.98		100-417-530 Communications	726
4479	CHARTER COMMUNICATIONS	175969701070126	69701 595 Silver Lace JUL 2026	07/01/2026	1,397.70	07/17/2026	100-417-530 Communications	726
4479	CHARTER COMMUNICATIONS	175970201070126	70201 355 Cottonwood 07/01-07/31/26	07/01/2026	417.70	07/17/2026	100-417-530 Communications	726
	Total 4479:				1,945.38			
CIVIC PLUS								
3028	CIVIC PLUS	376534	AudioEye Managed & DocAccess annual services 6/5/2026–6	07/01/2026	14,347.60	07/17/2026	100-418-342 Tech Services-Other	726
	Total 3028:				14,347.60			
CIVIL SOLUTIONS ASSOCIATES INC								
9158	CIVIL SOLUTIONS ASSOCIATES INC	260409	Good Earth Subdivision design	05/05/2026	8,727.50		100-475-745 RTC Reimbursable	526
9158	CIVIL SOLUTIONS ASSOCIATES INC	260565	Good Earth Subdivision design	06/05/2026	16,335.00		100-475-745 RTC Reimbursable	626
9158	CIVIL SOLUTIONS ASSOCIATES INC	260621	Good Earth Subdivision	06/30/2026	48,064.68	07/17/2026	100-475-745 RTC Reimbursable	626

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 9158:				73,127.18			
CLARKE MOSQUITO CONTROL PRODUCT								
1936	CLARKE MOSQUITO CONTROL PRODUCT	5117116	COUGAR mosquito control unit with SMART & GPS	07/08/2026	19,600.00	07/17/2026	100-528-741 Machinery	726
	Total 1936:				19,600.00			
CONSTRUCTION MATERIALS ENGINEERS								
5587	CONSTRUCTION MATERIALS ENGINEERS	20084	4165 1.5MG Water Reservoir NACE Svcs	04/03/2026	3,087.50	07/23/2026	510-840-320 Prof Serv-Engineering	426
5587	CONSTRUCTION MATERIALS ENGINEERS	20720	Modular Office Building Pads	07/09/2026	540.00	07/17/2026	510-810-320 Prof Serv-Engineering	726
	Total 5587:				3,627.50			
CONTINENTAL BATTERY SYSTEMS								
9155	CONTINENTAL BATTERY SYSTEMS	10556854	batteries for fleet	07/29/2026	270.00		100-480-610 Automotive Supplies	726
	Total 9155:				270.00			
CSG FORTE PAYMENTS, INC								
8996	CSG FORTE PAYMENTS, INC	0015946483	FORTE CC MONTHLY STMT AND PROCESS FEES	06/30/2026	17.11	07/10/2026	100-417-420 Outside Services	626
8996	CSG FORTE PAYMENTS, INC	0015946483	FORTE CC MONTHLY STMT AND PROCESS FEES	06/30/2026	17.11	07/10/2026	100-575-420 Outside Services	626
8996	CSG FORTE PAYMENTS, INC	0015946484	FORTE CC MONTHLY STMT AND PROCESS FEES	06/30/2026	2.50	07/10/2026	100-417-420 Outside Services	626
8996	CSG FORTE PAYMENTS, INC	0015946484	FORTE CC MONTHLY STMT AND PROCESS FEES	06/30/2026	2.50	07/10/2026	100-575-420 Outside Services	626
	Total 8996:				39.22			
CUMMINS SALES AND SERVICE								
250	CUMMINS SALES AND SERVICE	58-260688890	Emergency Generator annual service- less tax	06/26/2026	4,408.00	07/17/2026	510-840-430 Outside Serv-Repair & Maint	626
	Total 250:				4,408.00			
DESIGN WORKSHOP, INC.								
8598	DESIGN WORKSHOP, INC.	85561	Fernley Roundabout US95A/US 50A design services Jun 202	07/13/2026	5,550.00	07/17/2026	100-475-320 Prof Serv-Engineering	726
	Total 8598:				5,550.00			
DOCUSIGN INC LOCKBOX								
8864	DOCUSIGN INC LOCKBOX	4070207	DocuSign eSignature Business Pro & Premier Support 8/20/2	08/20/2026	2,760.00		100-418-342 Tech Services-Other	826
	Total 8864:				2,760.00			
DONICA, DANIELLE								
9149	DONICA, DANIELLE	Final FY 25-26 R2	Fernley Public Market Final FY 25-26 R2	06/29/2026	781.73	07/17/2026	225-575-650 Community Support	626

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 9149:				781.73			
DOWL, LLC								
8931	DOWL, LLC	7363.30292.03-17	GIS Consulting	06/30/2026	1,552.00	07/17/2026	100-529-320 Prof Serv-Engineering	626
8931	DOWL, LLC	7363.30292.03-18	GIS services water May–Jun 2026	06/30/2026	2,060.00		510-810-342 Tech Services-Other	626
8931	DOWL, LLC	7363.30583.01-28	On-Call Engineering Support May–June 2026	06/30/2026	2,695.75	07/17/2026	100-610-320 Prof Serv-Engineering	626
8931	DOWL, LLC	7363.30583.01-29	Nevada Pacific Parkway 90% plan review May–June 2026	06/30/2026	2,931.25		100-529-320 Prof Serv-Engineering	626
8931	DOWL, LLC	7382.30332.02-10	Surveying Services - FY26 Map Reviews	06/30/2026	1,214.00	07/17/2026	100-610-320 Prof Serv-Engineering	626
	Total 8931:				10,453.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	071426	REIMB FOR ANNUAL BOOTS- K. SLOAN FY-26/27	07/14/2026	108.26	07/17/2026	510-850-600 General Supplies	726
8639	EMPLOYEES, CITY OF FERNLEY	071426	REIMB FOR ANNUAL BOOTS- K. SLOAN FY-26/27	07/14/2026	108.26	07/17/2026	520-850-600 General Supplies	726
8639	EMPLOYEES, CITY OF FERNLEY	072226	REIMB FOR ANNUAL BOOTS- J. LASSEN	07/22/2026	234.98	07/23/2026	520-810-616 Safety Supplies	726
8639	EMPLOYEES, CITY OF FERNLEY	103462/037402	REIMB FOR FSCAC- ICE CREAM SOCIAL SUPPLIES DOLL	07/22/2026	11.50		100-410-650 Community Support	726
8639	EMPLOYEES, CITY OF FERNLEY	1147	REIMB FOR EMERGENCY SUPPLIES FOR PROTECTIVE C	07/22/2026	129.96	07/23/2026	100-525-600 General Supplies	726
8639	EMPLOYEES, CITY OF FERNLEY	63026	PER DIEM, PARKING &TRANSPORTATION- R. CARSON G	06/30/2026	609.23	07/10/2026	100-415-582 Travel	626
8639	EMPLOYEES, CITY OF FERNLEY	71026	REIMB FOR LEADERSHIP & TEAM BUILDING CLASS J. M	07/10/2026	331.00	07/17/2026	100-610-580 Training	726
8639	EMPLOYEES, CITY OF FERNLEY	71026	REIMB FOR LEADERSHIP & TEAM BUILDING CLASS J. M	07/10/2026	413.00	07/17/2026	100-529-580 Training	726
8639	EMPLOYEES, CITY OF FERNLEY	71026	REIMB FOR LEADERSHIP & TEAM BUILDING CLASS J. M	07/10/2026	282.00	07/17/2026	100-605-580 Training	726
8639	EMPLOYEES, CITY OF FERNLEY	71326	REIMB FOR UNION NEGOTIATIONS SNACKS & WATER	07/13/2026	37.72	07/17/2026	100-419-600 General Supplies	726
8639	EMPLOYEES, CITY OF FERNLEY	72226	REIMB FOR CERTIFICATION TRAINING	07/22/2026	100.00	07/23/2026	520-810-580 Training	726
8639	EMPLOYEES, CITY OF FERNLEY	MO20260725	REIMB FOR NNO EVENT 8/4/26- HOT DOGS, BUNS, CHIP	07/25/2026	239.59		100-410-650 Community Support	726
	Total 8639:				2,605.50			
FERNLEY 4th OF JULY INC								
53	FERNLEY 4th OF JULY INC	R2FY25-26	Fernley 4th of July Final FCTA R2 FY 25-26	06/30/2026	10,000.00		225-575-650 Community Support	626
	Total 53:				10,000.00			
FERNLEY DOWNTOWN CORRIDOR ASSOC.								
8949	FERNLEY DOWNTOWN CORRIDOR ASSOC.	105 FY25-26	Main St Fernley Contribution for FY25-26	06/30/2026	25,000.00	07/17/2026	100-610-322 Prof Serv-Other	626
	Total 8949:				25,000.00			
FERNLEY SOFTBALL LITTLE LEAGUE								
8957	FERNLEY SOFTBALL LITTLE LEAGUE	71526	DONATION TO FSLL FOR TRAVEL EXPENSES	07/15/2026	5,000.00	07/15/2026	100-410-650 Community Support	726
	Total 8957:				5,000.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
FERNLEY YOUTH SOFTBALL TOURNAMENTS								
9088	FERNLEY YOUTH SOFTBALL TOURNAMENTS	Final FY 26-27 R1FYS	Final FY26-27 R1 July–Dec	07/01/2026	15,500.00		225-575-650 Community Support	726
	Total 9088:				15,500.00			
FLORES, ROBERT C.								
9012	FLORES, ROBERT C.	51326	PLANNING COMMISSION STIPEND 5/13/26	05/13/2026	80.00	07/23/2026	100-610-322 Prof Serv-Other	526
9012	FLORES, ROBERT C.	61026	PLANNING COMMISSION STIPEND 6/10/26	06/10/2026	80.00	07/23/2026	100-610-322 Prof Serv-Other	626
	Total 9012:				160.00			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-4666566	GASOLINE-PARKS	07/15/2026	570.05		100-575-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4666566	GASOLINE-WW	07/15/2026	1,357.04		520-810-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4666566	GASOLINE- UT BILLING SEWER	07/15/2026	130.99		520-860-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4666566	GASOLINE-ANIMAL CONTROL	07/15/2026	394.65		100-525-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4666566	GASOLINE-ENG	07/15/2026	47.40		100-529-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4666566	GASOLINE-WD	07/15/2026	1,280.94		510-810-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4666566	GASOLINE-UT ADMIN SEWER	07/15/2026	270.62		520-850-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4666566	GASOLINE-FLEET	07/15/2026	188.70		100-480-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4666566	GASOLINE-CODE ENFORCEMENT	07/15/2026	133.34		100-615-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4666566	GASOLINE-VECTOR	07/15/2026	82.49		100-528-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4666566	GASOLINE-UT ADMIN WATER	07/15/2026	461.27		510-850-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4666566	GASOLINE-STREETS	07/15/2026	2,131.74		100-475-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4666566	GASOLINE-BUILDING	07/15/2026	229.21		100-605-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4666566	GASOLINE-WTP	07/15/2026	134.36		510-840-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4666566	GASOLINE- UT BILLING WATER	07/15/2026	130.99		510-860-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4666566	GASOLINE-COURT	07/15/2026	189.41		100-425-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4666566	GASOLINE-FACILITIES	07/15/2026	505.95		100-417-626 Gasoline	726
	Total 18:				8,239.15			
GARVIN, TESSA								
9010	GARVIN, TESSA	51326	PLANNING COMMISSION STIPEND 5/13/26	05/13/2026	80.00	07/23/2026	100-610-322 Prof Serv-Other	526
9010	GARVIN, TESSA	61026	PLANNING COMMISSION STIPEND 6/10/26	06/10/2026	80.00	07/23/2026	100-610-322 Prof Serv-Other	626
	Total 9010:				160.00			
GOPHER CONSTRUCTION INC								
202	GOPHER CONSTRUCTION INC	38867	Black Mountain Type II Base - Waste Water	07/15/2026	147.36	07/17/2026	520-810-600 General Supplies	726
202	GOPHER CONSTRUCTION INC	38876	Black Mountain Type II Base - Waste Water	07/16/2026	150.72		520-810-600 General Supplies	726
	Total 202:				298.08			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
GRAINGER								
252	GRAINGER	9003230589	Mobile AC recharge machine – Fleet	07/13/2026	10,296.52		100-480-741 Machinery	726
252	GRAINGER	9005685525	Digital clamp meter TRMS 999.9A 1000VAC parts for well 9	07/15/2026	991.65	07/17/2026	510-840-614 Shop Supplies	726
252	GRAINGER	9005685533	Sage ranch tank parts	07/15/2026	276.86	07/17/2026	510-840-614 Shop Supplies	726
252	GRAINGER	9006704747	Reciprocating saw blades for service truck	07/15/2026	90.72	07/17/2026	510-810-614 Shop Supplies	726
252	GRAINGER	9007316566	Cooling headbands (PPE)	07/16/2026	51.30	07/17/2026	510-810-616 Safety Supplies	726
252	GRAINGER	9008815962	Micrometer torque wrench for service truck	07/17/2026	276.28		510-810-614 Shop Supplies	726
252	GRAINGER	9010657345	Axial fans for MF Feed Pump VFD Panels	07/20/2026	671.64		510-840-614 Shop Supplies	726
252	GRAINGER	9010657352	Hand ratchets Kordel and Gabe	07/20/2026	11.86		510-810-614 Shop Supplies	726
252	GRAINGER	9010657352	Hand ratchets Kordel and Gabe	07/20/2026	23.73		520-810-614 Shop Supplies	726
252	GRAINGER	9010657352	Hand ratchets Kordel and Gabe	07/20/2026	11.87		510-840-614 Shop Supplies	726
252	GRAINGER	9013934691	Low arc chrome Zurn Aquaspec brass faucet/fixture	07/21/2026	134.05		100-575-600 General Supplies	726
252	GRAINGER	9013934709	spill containment for northeast booster	07/21/2026	1,829.09		510-810-614 Shop Supplies	726
252	GRAINGER	9018621038	Evaporative cooler motor – replacement part	07/24/2026	111.73		510-810-614 Shop Supplies	726
252	GRAINGER	9979153211	Coated safety gloves – Cottonwood facility	07/08/2026	95.40	07/17/2026	510-810-616 Safety Supplies	726
252	GRAINGER	9979320315	Evaporative cooling towel and high performance caps (PPE)	07/08/2026	70.74	07/17/2026	510-810-616 Safety Supplies	726
252	GRAINGER	9980570734	Extension cords, rubber boots, hip waders, markers	07/09/2026	209.34	07/17/2026	510-840-614 Shop Supplies	726
	Total 252:				15,152.78			
GRANITE CONSTRUCTION CO								
64	GRANITE CONSTRUCTION CO	3261665	Hot Mix	07/07/2026	518.75	07/17/2026	100-475-600 General Supplies	726
64	GRANITE CONSTRUCTION CO	3266586	Cold Mix	07/14/2026	1,021.33	07/17/2026	100-475-600 General Supplies	726
	Total 64:				1,540.08			
GRANITE PROPANE SERVICE								
647	GRANITE PROPANE SERVICE	A513495	parts and fittings for propane service	06/08/2026	275.00	07/17/2026	100-575-600 General Supplies	626
647	GRANITE PROPANE SERVICE	s798001	parts and fittings – weed burning wand	06/12/2026	375.00	07/17/2026	100-575-600 General Supplies	626
	Total 647:				650.00			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	753657670	COMMUNICATIONS JULY 2026	07/01/2026	431.77	07/08/2026	100-417-530 Communications	726
	Total 8838:				431.77			
GUNDERSON LAW FIRM								
9105	GUNDERSON LAW FIRM	351	outside legal criminal	06/30/2026	2,102.50		100-414-310 Prof Serv-Legal	626
	Total 9105:				2,102.50			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	82014	LONG BARREL AIR HAMMER KIT FOR SHOP	07/15/2026	449.95	07/17/2026	100-480-600 General Supplies	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 8987:				449.95			
HACH COMPANY								
406	HACH COMPANY	15099314	water quality compliance instrumentation service agreements	07/26/2026	7,218.00		510-840-430 Outside Serv-Repair & Maint	726
	Total 406:				7,218.00			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111981	Misc. Service Labor	07/24/2026	145.00		100-615-420 Outside Services	726
70	HANNEMAN SERVICE	111982	Misc. Service Labor	07/20/2026	145.00		100-615-420 Outside Services	726
70	HANNEMAN SERVICE	111983	Misc. Service Labor	07/20/2026	145.00		100-615-420 Outside Services	726
70	HANNEMAN SERVICE	14901	2008 Chrysler 300 Red 328 Wildrose Drive Fernley	07/20/2026	55.00		100-615-420 Outside Services	726
70	HANNEMAN SERVICE	14904	2006 Ford F-250 white 337 Rosewood/Garden Lane 977E93	07/20/2026	55.00		100-615-420 Outside Services	726
70	HANNEMAN SERVICE	14908	2004 Honda Odyssey No Plates	07/24/2026	55.00		100-615-420 Outside Services	726
	Total 70:				600.00			
HARRIS INDUSTRIAL GASES								
8630	HARRIS INDUSTRIAL GASES	2022071	welding supplies and tools for shop	07/16/2026	182.67	07/17/2026	100-480-600 General Supplies	726
	Total 8630:				182.67			
HISKETT & SONS, LLC								
8487	HISKETT & SONS, LLC	129980	Concrete for 941 Julia, Fernley	06/10/2026	527.00	07/17/2026	100-475-420 Outside Services	626
	Total 8487:				527.00			
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-064	3721P GROUP HEALTH INSURANCE T. NORRIS, B. FERID	06/30/2026	481.36	07/17/2026	100-217000 HEALTH INSURANCE PAYABLE	626
	Total 4842:				481.36			
HSA BANK								
9164	HSA BANK	JUL 2026-1	HSA EMPLOYEE CONTRIBUTIONS	07/10/2026	130.76	07/24/2026	100-218300 HSA Contribution Payable	726
9164	HSA BANK	JUL 2026-2	HSA EMPLOYER CONTRIBUTIONS	07/24/2026	4,000.00	07/24/2026	100-218300 HSA Contribution Payable	726
9164	HSA BANK	JUL 2026-2	HSA EMPLOYEE CONTRIBUTIONS	07/24/2026	130.76	07/24/2026	100-218300 HSA Contribution Payable	726
	Total 9164:				4,261.52			
IBEW Local 1245								
83	IBEW Local 1245	JUL 2026-2	UNION DUES, ONE HALF OF MONTH	07/24/2026	1,801.02	07/24/2026	100-219900 OTHER PAYROLL PAYABLES	726
83	IBEW Local 1245	JULY 2026-1	UNION DUES, ONE HALF OF MONTH	07/10/2026	1,752.32	07/10/2026	100-219900 OTHER PAYROLL PAYABLES	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 83:				3,553.34			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	JUL 2026-2	W/HOLD TAX PAYABLE, PAYROLL	07/24/2026	31,093.78	07/24/2026	100-212000 FEDERAL WITHHOLDING PAYAB	726
7879	INTERNAL REVENUE SERVICE	JUL 2026-2	MED TAX PAYABLE, PAYROLL	07/24/2026	8,353.98	07/24/2026	100-211000 FICA PAYABLE	726
7879	INTERNAL REVENUE SERVICE	JUL 2026-2	FICA TAX PAYABLE, PAYROLL	07/24/2026	149.20	07/24/2026	100-211000 FICA PAYABLE	726
7879	INTERNAL REVENUE SERVICE	JULY 2026-1	FICA TAX PAYABLE, PAYROLL	07/10/2026	231.88	07/10/2026	100-211000 FICA PAYABLE	726
7879	INTERNAL REVENUE SERVICE	JULY 2026-1	W/HOLD TAX PAYABLE, PAYROLL	07/10/2026	30,369.28	07/10/2026	100-212000 FEDERAL WITHHOLDING PAYAB	726
7879	INTERNAL REVENUE SERVICE	JULY 2026-1	MED TAX PAYABLE, PAYROLL	07/10/2026	8,290.16	07/10/2026	100-211000 FICA PAYABLE	726
	Total 7879:				78,488.28			
ISOLVED INC								
8862	ISOLVED INC	1155240321	COBRA Notices Admin Core Service 7/1/2026-6/30/2027	07/21/2026	534.60		100-419-322 Prof Serv-Other	726
	Total 8862:				534.60			
JOHN ALLEN WOODS								
8994	JOHN ALLEN WOODS	277457	Trip charge and labor to rekey IT rooms and install hardware	07/07/2026	355.95	07/17/2026	100-417-420 Outside Services	726
	Total 8994:				355.95			
JOHNSON CONTROLS BUILDING SOLUTIONS LLC								
8667	JOHNSON CONTROLS BUILDING SOLUTIONS LLC	1-137509514160	Bldg 3 HVAC controls troubleshooting	04/08/2026	2,298.00	07/23/2026	510-840-430 Outside Serv-Repair & Maint	426
	Total 8667:				2,298.00			
JUB ENGINEERS, INC								
8846	JUB ENGINEERS, INC	198002	Mesa Drive Water Main Extension	06/30/2026	569.20	07/17/2026	510-166100 Construction In Progress	626
	Total 8846:				569.20			
KIMLEY-HORN AND ASSOCIATES, INC.								
8715	KIMLEY-HORN AND ASSOCIATES, INC.	192100009-0626	South Area Plan - June 2026	06/30/2026	33,150.00	07/17/2026	100-610-322 Prof Serv-Other	626
8715	KIMLEY-HORN AND ASSOCIATES, INC.	36158949	Bridge Grant Support	06/30/2026	50,000.00	07/17/2026	100-413-322 Prof Serv-Other	626
8715	KIMLEY-HORN AND ASSOCIATES, INC.	36285235	CIP/Impact Fee Study	06/30/2026	13,500.00	07/17/2026	100-610-322 Prof Serv-Other	626
8715	KIMLEY-HORN AND ASSOCIATES, INC.	36285236	COF Infrastructure Plan	06/30/2026	43,250.00	07/17/2026	100-610-322 Prof Serv-Other	626
	Total 8715:				139,900.00			
LEWIS, ANGELA								
9020	LEWIS, ANGELA	51326	PLANNING COMMISSION STIPEND 5/13/26	05/13/2026	80.00	07/23/2026	100-610-322 Prof Serv-Other	526
9020	LEWIS, ANGELA	61026	PLANNING COMMISSION STIPEND 6/10/26	06/10/2026	80.00	07/23/2026	100-610-322 Prof Serv-Other	626

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9020:					160.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	70052	11pc 1/2-in SAE socket set and 1-in x 10-ft SCH40 PVC pipe	07/09/2026	86.25	07/17/2026	520-810-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	70393	Mayor's Office - paint and small tool supplies	07/23/2026	122.11		100-417-600 General Supplies	726
7650	LOWES CREDIT SERVICES	71138	parts for fire dept.	07/10/2026	54.11		100-126000 Intergovernmental Receivable	726
7650	LOWES CREDIT SERVICES	71219	Kobalt hex key set and four way key for parks	07/23/2026	56.92		100-575-600 General Supplies	726
7650	LOWES CREDIT SERVICES	71534	Mayor Office – discs and stripping pads	07/10/2026	44.59	07/17/2026	100-410-600 General Supplies	726
7650	LOWES CREDIT SERVICES	78252	Kordell- KT Precision Driver System	07/13/2026	23.74	07/17/2026	510-810-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	78252	Kordell- KT Precision Driver System	07/13/2026	47.48	07/17/2026	520-810-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	78252	Kordell- KT Precision Driver System	07/13/2026	23.74	07/17/2026	510-840-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	78447	Parks – plumbing and hardware supplies	07/13/2026	189.82	07/17/2026	100-575-600 General Supplies	726
7650	LOWES CREDIT SERVICES	79563	Extension cords – street	07/27/2026	128.19		100-475-600 General Supplies	726
7650	LOWES CREDIT SERVICES	80330	Curb Paint	07/14/2026	298.65	07/17/2026	100-475-600 General Supplies	726
7650	LOWES CREDIT SERVICES	80602	General shop/maintenance supplies	07/14/2026	186.03	07/17/2026	510-810-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	81591	tool bag & broom	07/14/2026	95.91	07/17/2026	520-810-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	82026	Badger 5XL 1/2-HP garbage disposal	07/28/2026	141.55		100-417-600 General Supplies	726
7650	LOWES CREDIT SERVICES	82383	Paint and paint supplies	07/15/2026	375.93	07/17/2026	100-475-600 General Supplies	726
7650	LOWES CREDIT SERVICES	82457	Aluminum sheeting, holesaw bit, self tappers	07/28/2026	109.17		100-575-600 General Supplies	726
7650	LOWES CREDIT SERVICES	82572	Kordell General Supplies	07/15/2026	30.88		520-810-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	82572	Kordell General Supplies	07/15/2026	15.44		510-810-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	82572	Kordell General Supplies	07/15/2026	15.44		510-840-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	82689	Paint/Paint Supplies	07/15/2026	117.49		100-475-600 General Supplies	726
7650	LOWES CREDIT SERVICES	84492	Mayor's table supplies	07/16/2026	15.18	07/17/2026	100-410-600 General Supplies	726
7650	LOWES CREDIT SERVICES	85113	Parks – brushes, rollers, paint tools, hose and lawn edging	07/16/2026	490.13		100-575-600 General Supplies	726
7650	LOWES CREDIT SERVICES	85588	Plastic tubs, paint tray, Purdy frame, roller and 5-gal bucket	07/16/2026	113.52		100-475-600 General Supplies	726
7650	LOWES CREDIT SERVICES	85588	Hard Hats	07/16/2026	132.98		100-475-616 Safety Supplies	726
7650	LOWES CREDIT SERVICES	94661	Safety red coating/paint - Streets	07/20/2026	484.30		100-475-600 General Supplies	726
7650	LOWES CREDIT SERVICES	94839	Mayor Office supplies – measuring containers, primer, spray g	07/07/2026	155.98	07/17/2026	100-417-600 General Supplies	726
7650	LOWES CREDIT SERVICES	95990	Fire Dept – Sharkbite disconnect and plumbing fittings (Fleet	07/21/2026	24.73		100-126000 Intergovernmental Receivable	726
7650	LOWES CREDIT SERVICES	96377	Tarps, Blankets, Paint, Irrigation Supplies	07/21/2026	334.20		100-417-600 General Supplies	726
7650	LOWES CREDIT SERVICES	96410	Tools for Gabe/Electrician	07/08/2026	550.75	07/17/2026	520-810-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	96410	Tools for Gabe/Electrician	07/08/2026	275.37	07/17/2026	510-840-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	96410	Tools for Gabe/Electrician	07/08/2026	275.37	07/17/2026	510-810-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	96604 7/8/26	Misc supplies: work light kit, batteries, Clorox wipes, shop tow	07/08/2026	669.19	07/17/2026	510-810-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	96972	PVC pipe, fittings, and related hardware	07/21/2026	131.03		510-810-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	972449 -QVHRGT	Wood trim and Kreg pocket hole jig – general use	06/03/2026	36.86	07/17/2026	100-417-600 General Supplies	626
7650	LOWES CREDIT SERVICES	97314	Air accessory kit	07/08/2026	35.13	07/17/2026	100-417-600 General Supplies	726
7650	LOWES CREDIT SERVICES	974516 -QWZSPF	3M ScotchBlue PROShp tape, Titebond wood glues, and spru	06/16/2026	79.46	07/17/2026	100-417-600 General Supplies	626
7650	LOWES CREDIT SERVICES	974591-qwzsph	Medium heavy duty boxes – PARKS	06/16/2026	19.40	07/17/2026	100-575-600 General Supplies	626
7650	LOWES CREDIT SERVICES	974979 -QYQZXX	Paint tools and tray liners	06/29/2026	39.03	07/17/2026	100-417-600 General Supplies	626
7650	LOWES CREDIT SERVICES	976234	15-oz FLR green marking paint – Waste Water	06/29/2026	56.88		520-810-600 General Supplies	626
7650	LOWES CREDIT SERVICES	977511-qvqfxd	UTL 6-outlet surge protectors	06/05/2026	159.52	07/17/2026	100-417-600 General Supplies	626

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7650	LOWES CREDIT SERVICES	977729 -QYVHUF	Masonry bit and flat Tapcon screws	06/30/2026	13.26	07/17/2026	100-417-600 General Supplies	626
7650	LOWES CREDIT SERVICES	978668-QYVHUH	Facilities – stand fans and vinyl folding chairs	06/30/2026	407.29	07/17/2026	100-417-600 General Supplies	626
7650	LOWES CREDIT SERVICES	979219-qxiyrf	Trash Cans	06/18/2026	20.31	07/17/2026	100-417-600 General Supplies	626
7650	LOWES CREDIT SERVICES	979222-qxiyrg	Trash cans Credit-Charged tax	06/18/2026	20.31-	07/17/2026	100-417-600 General Supplies	626
7650	LOWES CREDIT SERVICES	979230 -QXIYQR	Trash Cans	06/18/2026	18.96	07/17/2026	100-417-600 General Supplies	626
7650	LOWES CREDIT SERVICES	979523-QXIYQU	RB 4 x 16 SS pull plate – Parks	06/18/2026	41.78	07/17/2026	100-575-600 General Supplies	626
7650	LOWES CREDIT SERVICES	98212	Chem tubing for northeast booster	07/22/2026	38.46		510-810-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	985393	Sanding discs and wood filler	06/08/2026	56.92	07/17/2026	100-417-600 General Supplies	626
7650	LOWES CREDIT SERVICES	986171-qvwvlt	Paint	06/08/2026	206.72	07/17/2026	100-417-600 General Supplies	626
7650	LOWES CREDIT SERVICES	986358-QVWVLV	Craftsman wood action hoe and USB braided cable – Waste	06/08/2026	131.00		520-810-614 Shop Supplies	626
7650	LOWES CREDIT SERVICES	98958	Streets – 72"" box level and lumber	07/22/2026	139.52		100-475-600 General Supplies	726
7650	LOWES CREDIT SERVICES	99050	Paint supplies – Mayor's Office	07/09/2026	71.40	07/17/2026	100-417-600 General Supplies	726
7650	LOWES CREDIT SERVICES	992294 -QWKSQU	Magnetic cabinet catches	06/11/2026	7.42	07/17/2026	100-417-600 General Supplies	626
7650	LOWES CREDIT SERVICES	994412	Utility blades, compact lockback utility knife, desk fan, and win	06/24/2026	63.59	07/17/2026	100-418-600 General Supplies	626
7650	LOWES CREDIT SERVICES	99585	Tool bag and toolbox	07/09/2026	86.87	07/17/2026	520-810-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	996092	Well house paint	06/25/2026	167.76	07/17/2026	510-810-614 Shop Supplies	626
7650	LOWES CREDIT SERVICES	996162-qyglxf	Bulbs	06/25/2026	61.23	07/17/2026	100-417-612 Building Maint Supplies	626
7650	LOWES CREDIT SERVICES	99659	Electrical conduit fittings and clamps	07/09/2026	142.44	07/17/2026	510-810-614 Shop Supplies	726
	Total 7650:				7,897.07			
LP INSURANCE SERVICES, INC								
8746	LP INSURANCE SERVICES, INC	1174902	Policy POOLPACT2627 07/01/2026-07/01/2027	07/01/2026	37,772.00	07/17/2026	225-417-520 Insurance	726
8746	LP INSURANCE SERVICES, INC	1174902	Policy POOLPACT2627 07/01/2026-07/01/2027	07/01/2026	164,751.68	07/17/2026	100-417-520 Insurance	726
8746	LP INSURANCE SERVICES, INC	1174902	Policy POOLPACT2627 07/01/2026-07/01/2027	07/01/2026	83,870.00	07/17/2026	520-810-520 Insurance	726
8746	LP INSURANCE SERVICES, INC	1174902	Policy POOLPACT2627 07/01/2026-07/01/2027	07/01/2026	109,229.00	07/17/2026	510-810-520 Insurance	726
8746	LP INSURANCE SERVICES, INC	1174902	Policy POOLPACT2627 07/01/2026-07/01/2027	07/01/2026	80,277.00	07/17/2026	510-840-520 Insurance	726
8746	LP INSURANCE SERVICES, INC	1193856	Policy EB FEE SEP 2026	09/01/2026	2,500.00		100-419-322 Prof Serv-Other	926
	Total 8746:				478,399.68			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	131823	SR828 Phase 3 Bike Path	04/21/2026	19,380.00	07/17/2026	100-475-730 Improve Other than Buildings	426
370	LUMOS & ASSOCIATES INC	132094	Fernley EWWTP Pond 4A and 4B Relining CM	05/18/2026	15,289.50	07/23/2026	520-166100 Construction In Progress	526
370	LUMOS & ASSOCIATES INC	132287	Fernley EWWTP O & M Manual Updates	05/20/2026	323.00	07/23/2026	520-810-320 Prof Serv-Engineering	526
370	LUMOS & ASSOCIATES INC	132785	Construction Staking	06/30/2026	237.00	07/17/2026	100-475-745 RTC Reimbursable	626
370	LUMOS & ASSOCIATES INC	132786	Industrial Park Reconstruction (Design)	06/30/2026	27.55	07/17/2026	100-475-745 RTC Reimbursable	626
370	LUMOS & ASSOCIATES INC	132798	Fernley EWWTP O&M Manual Updates	06/30/2026	2,036.25	07/17/2026	520-810-320 Prof Serv-Engineering	626
370	LUMOS & ASSOCIATES INC	132807	Fernley Storm Drain Master Plan Professional Services	06/30/2026	16,016.00	07/17/2026	100-475-320 Prof Serv-Engineering	626
370	LUMOS & ASSOCIATES INC	132808	Design - SR 828 Phase 3 Bike Path	06/30/2026	13,162.50	07/17/2026	100-475-730 Improve Other than Buildings	626
	Total 370:				66,471.80			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
LYON COUNTY								
1126	LYON COUNTY	AUG 2026	PUBLIC DEFENDER - AUG 2026	08/01/2026	10,000.00		100-412-322 Prof Serv-Other	826
	Total 1126:				10,000.00			
LYON COUNTY ANIMAL SERVICES								
3320	LYON COUNTY ANIMAL SERVICES	JULY 2026	LYON COUNTY SHELTER AGREEMENT	07/01/2026	3,000.00		100-525-346 Co Shelter Agreement	726
	Total 3320:				3,000.00			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	JUL 2026	PROPERTY TAX APN: 022-011-19 BRADY'S HOT SPRINGS	07/01/2026	210.00	07/23/2026	510-810-643 Property Taxes/Assessmnts/Fees	726
	Total 106:				210.00			
MadisonAI								
9073	MadisonAI	7091	Madison AI Knowledge Assistant Annual Licensing 7/1/26–7/1	07/01/2026	15,000.00		100-418-342 Tech Services-Other	726
	Total 9073:				15,000.00			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	AUG 2026	MUNICIPAL COURT JUDGE	08/31/2026	7,916.67	07/17/2026	100-425-322 Prof Serv-Other	826
	Total 8042:				7,916.67			
MATRIX DESIGN GROUP INC								
9116	MATRIX DESIGN GROUP INC	50185	Master Plan Update	04/27/2026	14,799.00	07/17/2026	100-610-322 Prof Serv-Other	426
9116	MATRIX DESIGN GROUP INC	50934	Master Plan Update	06/30/2026	15,585.80		100-610-322 Prof Serv-Other	626
	Total 9116:				30,384.80			
MCCANDLESS TRUCK CENTER LLC								
265	MCCANDLESS TRUCK CENTER LLC	P109011555 : 01	PARTS FOR FIRE DEPT	07/11/2026	2,632.58	07/17/2026	100-126000 Intergovernmental Receivable	726
	Total 265:				2,632.58			
MCCULLAR, JENNI LEI								
9019	MCCULLAR, JENNI LEI	51326	PLANNING COMMISSION STIPEND 5/13/26	05/13/2026	80.00	07/23/2026	100-610-322 Prof Serv-Other	526
	Total 9019:				80.00			
MCDONALD CARANO								
322	MCDONALD CARANO	12527453	outside legal planning	06/30/2026	7,770.00		100-414-310 Prof Serv-Legal	626

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 322:				7,770.00			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	AUG 2026	5952725 GROUP VISION INSURANCE	08/01/2026	1,152.58		100-217200 Vision Insurance Payable MetL	826
5387	METLIFE SMALL BUSINESS CENTER	AUG 2026	5952725 GROUP DENTAL INSURANCE	08/01/2026	7,683.53		100-217100 Dental Insurance Payable MetL	826
5387	METLIFE SMALL BUSINESS CENTER	AUG 2026	5952725 GROUP LIFE/ADD LTD/STD INSURANCE	08/01/2026	4,320.72		100-217300 Life/ADD LTD/STD Anthem Payabl	826
	Total 5387:				13,156.83			
MICROSOFT								
8539	MICROSOFT	E0200ZGEBB	License Annual Renewal 06/11/26-6/10/27	07/01/2026	31,740.00	07/13/2026	100-418-342 Tech Services-Other	726
	Total 8539:				31,740.00			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	70726	OVERPAYMENT ON BUSINESS LICENSE RENEWAL BL20-	07/07/2026	37.50	07/17/2026	100-320-100 Business License Fees	726
1111	MISCELLANEOUS ONE TIME VENDOR	7-JUL-26	REFUND FOR KEY DEPOSIT 4TH OF JULY	07/09/2026	70.00	07/17/2026	245-360-700 Park Rental Fees	726
	Total 1111:				107.50			
MMS WEST								
8588	MMS WEST	INV37151	INHOUSE BILLING FREIGHT CHARGE	07/01/2026	7.50	07/17/2026	510-860-550 Printing and Postage	726
8588	MMS WEST	INV37151	INHOUSE BILLING FREIGHT CHARGE	07/01/2026	7.50	07/17/2026	520-860-550 Printing and Postage	726
	Total 8588:				15.00			
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	198063	Tamsen Cat 7/21/26 (# NE)	07/21/2026	679.69		100-525-322 Prof Serv-Other	726
	Total 6660:				679.69			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	64048301	Hydration Freezer	07/23/2026	61.76		100-475-616 Safety Supplies	726
	Total 115:				61.76			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	452431	waste water – upholstery cleaner and engine foam	07/14/2026	12.38	07/17/2026	520-810-600 General Supplies	726
58	NAPA AUTO & TRUCK PARTS	453048	Trailer hitch and wiring for fleet truck	07/24/2026	272.67		100-480-610 Automotive Supplies	726
	Total 58:				285.05			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
NATIONAL DATA & SURVEYING SERVICES INC								
9161	NATIONAL DATA & SURVEYING SERVICES INC	26-110012	Fernley Counts – counts at US ALT 50/US ALT 95 & Cottonwo	06/12/2026	2,045.00	07/17/2026	100-529-320 Prof Serv-Engineering	626
	Total 9161:				2,045.00			
NCE								
7617	NCE	675242510	Inspections	06/30/2026	3,097.33		100-529-320 Prof Serv-Engineering	626
7617	NCE	675242510	Mark IV Inspections	06/30/2026	20,542.67		100-228309 Project Plan Review - Mark IV	626
	Total 7617:				23,640.00			
NEVADA DEPT PUBLIC SAFETY - DPS								
7405	NEVADA DEPT PUBLIC SAFETY - DPS	10811	REF# 26T0264998	07/01/2026	39.00	07/17/2026	100-575-322 Prof Serv-Other	726
7405	NEVADA DEPT PUBLIC SAFETY - DPS	APR 2026	ARREAR BALANCE FROM APR 2026	04/30/2026	39.00		100-419-322 Prof Serv-Other	426
	Total 7405:				78.00			
NEVADA EMPLOYMENT SECURITY DIV								
300	NEVADA EMPLOYMENT SECURITY DIV	2ND QTR 2026	UNEMPLOYMENT CONTRIBUTIONS	06/30/2026	20,223.31	07/14/2026	100-218900 UNEMPLOYMENT PAYABLE	626
	Total 300:				20,223.31			
NEVADA STATE TREASURER								
127	NEVADA STATE TREASURER	2ND QTR 2026	CHILD SUPPORT WITHHOLDING FEES	06/30/2026	12.00	07/17/2026	100-219900 OTHER PAYROLL PAYABLES	626
	Total 127:				12.00			
NEVADA WATER RESOURCES ASSN - NWRA								
5586	NEVADA WATER RESOURCES ASSN - NWRA	72726	NWRA ANNUAL MEMBERSHIP - B. GOSSER	07/27/2026	150.00		510-850-581 Dues and Memberships	726
5586	NEVADA WATER RESOURCES ASSN - NWRA	72726	NWRA ANNUAL MEMBERSHIP - O. HENKE	07/27/2026	150.00		510-850-581 Dues and Memberships	726
	Total 5586:				300.00			
NEW YORK LIFE INSURANCE COMPANY								
9061	NEW YORK LIFE INSURANCE COMPANY	20260803	SUPPLEMENTAL INSURANCE - NEW YORK LIFE	08/01/2026	2,609.49		100-218200 New York Life	826
	Total 9061:				2,609.49			
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	JUN 26	SURESTAY HOTEL; HOTEL STAY EUREKA GRANT SUMMI	06/30/2026	237.76	07/10/2026	100-413-582 Travel	626
8649	NSB - BANKCARD CENTER	JUN 26	AMAZON; AIR COMPRESSOR PARTS FL	06/30/2026	37.61	07/10/2026	100-480-610 Automotive Supplies	626
8649	NSB - BANKCARD CENTER	JUN 26	AMAZON; INSIGNIA 50" SMART TV AND WALL MOUNT CC	06/30/2026	210.90	07/10/2026	100-416-605 Minor Equipment	626
8649	NSB - BANKCARD CENTER	JUN 26	AMAZON; 2- GALAXY TABLET CASES M. MURDOCK	06/30/2026	54.73	07/10/2026	100-413-600 General Supplies	626
8649	NSB - BANKCARD CENTER	JUN 26	APA; MEMBERSHIP FOR J. UMBACH PLN	06/30/2026	526.25	07/10/2026	100-610-581 Dues and Memberships	626

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	JUN 26	AWWA; MEMBERSHIP RENEWAL A. NAVARRO UTDIR	06/30/2026	173.50	07/10/2026	520-810-581 Dues and Memberships	626
8649	NSB - BANKCARD CENTER	JUN 26	NDEP; D1 TEST FOR B. BRANDENBURG WD	06/30/2026	112.75	07/10/2026	510-810-580 Training	626
8649	NSB - BANKCARD CENTER	JUN 26	BEST BUY; PASSPORT CAMERA CCO	06/30/2026	589.04	07/10/2026	100-416-605 Minor Equipment	626
8649	NSB - BANKCARD CENTER	JUN 26	MOHAWK; STAIN FOR MAYOR'S TABLE	06/30/2026	125.48	07/10/2026	100-412-600 General Supplies	626
8649	NSB - BANKCARD CENTER	JUN 26	GRANDVIEW LAS VEGAS HOTEL; HOTEL STAY DEPOSIT	06/30/2026	167.24	07/10/2026	510-840-582 Travel	626
8649	NSB - BANKCARD CENTER	JUN 26	APWA; JUNE 2026 LUNCHEON A. NAVARRO UTDIR	06/30/2026	8.75	07/10/2026	510-810-580 Training	626
8649	NSB - BANKCARD CENTER	JUN 26	NATURAL READERS.COM; PLUS PLAN 6/26-6/27 SUBSCR	06/30/2026	113.30	07/10/2026	100-418-342 Tech Services-Other	626
8649	NSB - BANKCARD CENTER	JUN 26	AMAZON; MARSHAL GLOVES FMC	06/30/2026	41.01	07/10/2026	100-425-341 Pretrial Services Program	626
8649	NSB - BANKCARD CENTER	JUN 26	TRI-STATE SEMINAR; WATER TREATMENT CONFERENCE	06/30/2026	124.00	07/10/2026	510-840-580 Training	626
8649	NSB - BANKCARD CENTER	JUN 26	SPRINGHILL SUITES; HOTEL STAY T. HALL INSP. TRAININ	06/30/2026	1,033.70	07/10/2026	100-605-582 Travel	626
8649	NSB - BANKCARD CENTER	JUN 26	TEAMVIEWER; REMOTE SCADA OPERATIONS SOFTWAR	06/30/2026	2,949.16	07/10/2026	510-840-429 Outside Serv-SCADA	626
8649	NSB - BANKCARD CENTER	JUN 26	ITE; PARKING GENERATION MANUAL PLN	06/30/2026	495.00	07/10/2026	100-610-640 Books and Periodicals	626
8649	NSB - BANKCARD CENTER	JUN 26	AMERICAN AIRLINES; FLIGHT FOR NLC NASHVILLE CON	06/30/2026	641.47	07/10/2026	100-412-582 Travel	626
8649	NSB - BANKCARD CENTER	JUN 26	APWA; JUNE 2026 LUNCHEON A. NAVARRO UTDIR	06/30/2026	8.75	07/10/2026	510-840-580 Training	626
8649	NSB - BANKCARD CENTER	JUN 26	AMAZON; IPAD CASE B. BIRKEL ENG	06/30/2026	39.99	07/10/2026	100-529-601 Office Supplies	626
8649	NSB - BANKCARD CENTER	JUN 26	INTERNATIONAL BRONZE; BRONZE PLAQUE FOR B. SAN	06/30/2026	760.00	07/10/2026	100-605-600 General Supplies	626
8649	NSB - BANKCARD CENTER	JUN 26	AWWA; MEMBERSHIP RENEWAL A. NAVARRO UTDIR	06/30/2026	86.75	07/10/2026	510-810-581 Dues and Memberships	626
8649	NSB - BANKCARD CENTER	JUN 26	7-ELEVEN; FSCAC FAN DRIVE ICE PURCHASE FROM DO	06/30/2026	12.28	07/10/2026	100-360-715 Donations-Misc	626
8649	NSB - BANKCARD CENTER	JUN 26	AMAZON; FSCAC FAN DRIVE PURCHASE FROM DONATI	06/30/2026	930.45	07/10/2026	100-360-715 Donations-Misc	626
8649	NSB - BANKCARD CENTER	JUN 26	AMAZON; SOLAR FLAG POLE LIGHT FAC	06/30/2026	113.99	07/10/2026	100-576-600 General Supplies	626
8649	NSB - BANKCARD CENTER	JUN 26	STAMPLI; MAY 2026	06/30/2026	1,059.00	07/10/2026	100-418-342 Tech Services-Other	626
8649	NSB - BANKCARD CENTER	JUN 26	APWA; JUNE 2026 LUNCHEON A. NAVARRO UTDIR	06/30/2026	17.50	07/10/2026	520-810-580 Training	626
8649	NSB - BANKCARD CENTER	JUN 26	AMAZON; 2- 5 PORT ETHERNET SWITCH WTP	06/30/2026	40.29	07/10/2026	510-840-614 Shop Supplies	626
8649	NSB - BANKCARD CENTER	JUN 26	AMAZON; GET WELL FLOWERS FOR R. BUSH CAO	06/30/2026	79.98	07/10/2026	100-414-600 General Supplies	626
8649	NSB - BANKCARD CENTER	JUN 26	AWWA; MEMBERSHIP RENEWAL A. NAVARRO UTDIR	06/30/2026	86.75	07/10/2026	510-840-581 Dues and Memberships	626
8649	NSB - BANKCARD CENTER	JUN 26	EWING OUTDOOR SUPPLY; ARTIFICIAL TURF FOR HELI P	06/30/2026	3,139.76	07/10/2026	100-475-600 General Supplies	626
8649	NSB - BANKCARD CENTER	JUN 26	ZOOM; CMO MONTHLY SUBSCRIPTION	06/30/2026	217.00	07/10/2026	100-418-342 Tech Services-Other	626
8649	NSB - BANKCARD CENTER	JUN 26	MASTERCRAFT; WOOD FOR MAYOR'S TABLE	06/30/2026	638.99	07/10/2026	100-412-600 General Supplies	626
Total 8649:					14,873.13			
NV ENERGY								
167	NV ENERGY	10601 JUL 26	80865908610601 ACH	06/30/2026	37.54	07/16/2026	100-475-622 Electricity	626
167	NV ENERGY	12019 JUL 26	34596505012019 ACH	07/16/2026	8,359.74	08/03/2026	510-810-622 Electricity	726
167	NV ENERGY	13050 JUL 26	48768103613050 ACH	07/09/2026	2,886.56	07/27/2026	100-417-622 Electricity	726
167	NV ENERGY	13818 JUN 26	34596405113818 ACH	06/25/2026	37.93	07/13/2026	100-475-622 Electricity	626
167	NV ENERGY	13924 JUL 26	48768108113924 ACH	07/25/2026	43.54	08/12/2026	100-475-622 Electricity	726
167	NV ENERGY	14319 JUL 26	34596405214319 ACH	07/08/2026	39.47	07/24/2026	100-575-622 Electricity	726
167	NV ENERGY	26093 JUL 26	34596402626093 ACH	07/07/2026	2,161.39	07/23/2026	100-575-622 Electricity	726
167	NV ENERGY	26100 JUL 26	34596502626100 ACH	07/07/2026	41.44	07/23/2026	520-810-622 Electricity	726
167	NV ENERGY	26100 JUL 26	34596502626100 ACH	07/07/2026	34,453.59	07/23/2026	510-810-622 Electricity	726
167	NV ENERGY	29499 JUL 26	1000213677906929499 ACH	06/27/2026	49.61	07/15/2026	100-475-622 Electricity	626
167	NV ENERGY	30037 JUL 26	34596403630037 ACH	07/16/2026	39.38	08/03/2026	100-576-622 Electricity	726
167	NV ENERGY	30672 JUN 26	213677908230672 ACH	06/25/2026	43.92	07/13/2026	100-575-622 Electricity	626

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
167	NV ENERGY	34991 JUL 26	34596407734991 ACH	07/10/2026	37.54	07/28/2026	510-810-622 Electricity	726
167	NV ENERGY	37594 JUL 26	80865904937594 ACH	07/10/2026	37.54	07/28/2026	100-475-622 Electricity	726
167	NV ENERGY	41110 JUL 26	82190403641110 ACH	07/07/2026	86.28	07/23/2026	520-810-622 Electricity	726
167	NV ENERGY	42683 JUL 26	82190404842683 ACH	07/07/2026	60.40	07/23/2026	100-475-622 Electricity	726
167	NV ENERGY	42683 JUL 26	82190404842683 ACH	07/07/2026	309.99	07/23/2026	510-810-622 Electricity	726
167	NV ENERGY	42683 JUL 26	82190404842683 ACH	07/07/2026	222.85	07/23/2026	100-575-622 Electricity	726
167	NV ENERGY	42683 JUL 26	82190404842683 ACH	07/07/2026	8,894.33	07/23/2026	520-810-622 Electricity	726
167	NV ENERGY	50573 JUL 26	34596508750573 ACH	07/09/2026	71.47	07/27/2026	100-417-622 Electricity	726
167	NV ENERGY	52067 JUL 26	82190407952067ACH	07/10/2026	112.07	07/28/2026	520-810-622 Electricity	726
167	NV ENERGY	65197 JUL 26	34596407565197 ACH	07/09/2026	37.54	07/27/2026	510-810-622 Electricity	726
167	NV ENERGY	67463 JUL 26	34596404867463 ACH	07/10/2026	79.13	07/28/2026	100-575-622 Electricity	726
167	NV ENERGY	68387 JUL 26	34596408268387 ACH	07/10/2026	37.54	07/28/2026	100-475-622 Electricity	726
167	NV ENERGY	71493 JUN 26	271223607571493 ACH	06/25/2026	43.22	07/13/2026	100-575-622 Electricity	626
167	NV ENERGY	79481 JUN 26	82190405179481 ACH	06/25/2026	57.46	07/13/2026	520-810-622 Electricity	626
167	NV ENERGY	84389 JUL 26	34596503684389 ACH	07/09/2026	175.00	07/27/2026	100-417-622 Electricity	726
167	NV ENERGY	97731 JUN 26	213677908197731 ACH	06/25/2026	47.06	07/13/2026	100-575-622 Electricity	626
167	NV ENERGY	97899 JUL 26	80865904797899 ACH	07/07/2026	10,617.19	07/23/2026	100-475-622 Electricity	726
167	NV ENERGY	98954 JUL 26	82190405098954 ACH	07/04/2026	2,898.64	07/22/2026	520-810-622 Electricity	726
Total 167:					72,019.36			
OFFICE DEPOT								
133	OFFICE DEPOT	472775144001	paper	06/26/2026	48.06	07/17/2026	100-413-600 General Supplies	626
133	OFFICE DEPOT	472775144001	Wall File Folder Mayor/April	06/26/2026	20.30	07/17/2026	100-412-600 General Supplies	626
133	OFFICE DEPOT	472787120001	Tabs, post-its, tape, sharpies	07/02/2026	76.62	07/17/2026	100-529-601 Office Supplies	726
133	OFFICE DEPOT	472787437001	Post-it flags	07/02/2026	34.81	07/17/2026	100-529-601 Office Supplies	726
133	OFFICE DEPOT	473564025001	Wall calendar AY26 T. Livingston	07/08/2026	27.99	07/17/2026	100-415-600 General Supplies	726
133	OFFICE DEPOT	473629410001	file folders, markers, notebook, hooks, tape, pads, pencil and	07/15/2026	89.69	07/17/2026	100-610-601 Office Supplies	726
133	OFFICE DEPOT	473732343001	CITY WIDE PAPER	07/08/2026	23.27	07/17/2026	100-413-600 General Supplies	726
133	OFFICE DEPOT	473732343001	CITY WIDE PAPER	07/08/2026	23.27	07/17/2026	100-610-600 General Supplies	726
133	OFFICE DEPOT	473732343001	CITY WIDE PAPER	07/08/2026	23.27	07/17/2026	100-475-600 General Supplies	726
133	OFFICE DEPOT	473732343001	CITY WIDE PAPER	07/08/2026	23.27	07/17/2026	100-529-600 General Supplies	726
133	OFFICE DEPOT	473732343001	CITY WIDE PAPER	07/08/2026	23.27	07/17/2026	100-575-600 General Supplies	726
133	OFFICE DEPOT	473732343001	CITY WIDE PAPER	07/08/2026	23.27	07/17/2026	100-605-600 General Supplies	726
133	OFFICE DEPOT	473732343001	CITY WIDE PAPER	07/08/2026	23.27	07/17/2026	100-416-600 General Supplies	726
133	OFFICE DEPOT	473732343001	CITY WIDE PAPER	07/08/2026	23.20	07/17/2026	510-810-601 Office Supplies	726
133	OFFICE DEPOT	473732343001	CITY WIDE PAPER	07/08/2026	23.27	07/17/2026	100-415-600 General Supplies	726
133	OFFICE DEPOT	473732343001	CITY WIDE PAPER	07/08/2026	23.27	07/17/2026	100-525-600 General Supplies	726
133	OFFICE DEPOT	473732343001	CITY WIDE PAPER	07/08/2026	23.27	07/17/2026	520-810-601 Office Supplies	726
133	OFFICE DEPOT	473732343001	CITY WIDE PAPER	07/08/2026	23.27	07/17/2026	100-419-600 General Supplies	726
133	OFFICE DEPOT	473732343001	CITY WIDE PAPER	07/08/2026	23.27	07/17/2026	100-418-600 General Supplies	726
133	OFFICE DEPOT	473732343001	CITY WIDE PAPER	07/08/2026	23.27	07/17/2026	100-414-600 General Supplies	726
133	OFFICE DEPOT	473732343001	CITY WIDE PAPER	07/08/2026	23.27	07/17/2026	510-840-601 Office Supplies	726
133	OFFICE DEPOT	473732343001	CITY WIDE PAPER	07/08/2026	23.27	07/17/2026	100-615-601 Office Supplies	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	473739412001	Office supplies - toner, envelopes, post-its, duster, cleaner	07/08/2026	162.21	07/17/2026	520-860-601 Office Supplies	726
133	OFFICE DEPOT	473739412001	Office supplies - toner, envelopes, post-its, duster, cleaner	07/08/2026	162.21	07/17/2026	510-860-601 Office Supplies	726
133	OFFICE DEPOT	473741966001	TONER SET UT PRINTERS	07/09/2026	147.73	07/17/2026	520-860-601 Office Supplies	726
133	OFFICE DEPOT	473741966001	TONER SET UT PRINTERS	07/09/2026	147.73	07/17/2026	510-860-601 Office Supplies	726
133	OFFICE DEPOT	474228499001	FSCAC paper for resource guides	06/30/2026	158.60	07/17/2026	100-413-600 General Supplies	626
133	OFFICE DEPOT	474240650001	Equipment for computer up front – MX Master 3S BT mouse	07/22/2026	105.09		100-605-605 Minor Equipment	726
133	OFFICE DEPOT	474268712001	Office supplies – mesh 5-compartment organizer for Planning	07/15/2026	34.20		100-610-601 Office Supplies	726
133	OFFICE DEPOT	474268714001	File cabinet organizer for Planning	07/15/2026	158.67		100-610-601 Office Supplies	726
133	OFFICE DEPOT	474465964001	Office supplies – whiteboard cleaner (EXPO 22oz)	06/25/2026	13.98		100-414-600 General Supplies	626
133	OFFICE DEPOT	474466240001	Office supplies – Centon DataStick Pro USB flash drives	06/25/2026	197.95		100-414-600 General Supplies	626
133	OFFICE DEPOT	474616041001	File cabinet - vertical, cherry Locking for Building Official	07/22/2026	142.15		100-605-601 Office Supplies	726
133	OFFICE DEPOT	474781628001	4pk Toner for finance printer	07/15/2026	291.02	07/17/2026	100-415-600 General Supplies	726
133	OFFICE DEPOT	475076571001	Toner	07/07/2026	209.54		100-425-600 General Supplies	726
133	OFFICE DEPOT	475076806001	Toner	07/07/2026	323.13		100-425-600 General Supplies	726
133	OFFICE DEPOT	475076807001	Toner	07/07/2026	113.53		100-425-600 General Supplies	726
133	OFFICE DEPOT	475076809001	Toner	07/07/2026	211.30		100-425-600 General Supplies	726
133	OFFICE DEPOT	475095703001	CITY WIDE PAPER	07/07/2026	17.29	07/17/2026	100-415-600 General Supplies	726
133	OFFICE DEPOT	475095703001	CITY WIDE PAPER	07/07/2026	17.29	07/17/2026	100-525-600 General Supplies	726
133	OFFICE DEPOT	475095703001	CITY WIDE PAPER	07/07/2026	17.29	07/17/2026	520-810-601 Office Supplies	726
133	OFFICE DEPOT	475095703001	CITY WIDE PAPER	07/07/2026	17.29	07/17/2026	100-419-600 General Supplies	726
133	OFFICE DEPOT	475095703001	CITY WIDE PAPER	07/07/2026	17.29	07/17/2026	100-413-600 General Supplies	726
133	OFFICE DEPOT	475095703001	CITY WIDE PAPER	07/07/2026	17.29	07/17/2026	100-610-600 General Supplies	726
133	OFFICE DEPOT	475095703001	CITY WIDE PAPER	07/07/2026	17.29	07/17/2026	100-475-600 General Supplies	726
133	OFFICE DEPOT	475095703001	CITY WIDE PAPER	07/07/2026	17.29	07/17/2026	100-529-600 General Supplies	726
133	OFFICE DEPOT	475095703001	Office chairs	07/07/2026	738.72	07/17/2026	100-417-600 General Supplies	726
133	OFFICE DEPOT	475095703001	CITY WIDE PAPER	07/07/2026	17.29	07/17/2026	100-418-600 General Supplies	726
133	OFFICE DEPOT	475095703001	CITY WIDE PAPER	07/07/2026	17.29	07/17/2026	100-414-600 General Supplies	726
133	OFFICE DEPOT	475095703001	CITY WIDE PAPER	07/07/2026	17.29	07/17/2026	510-840-601 Office Supplies	726
133	OFFICE DEPOT	475095703001	CITY WIDE PAPER	07/07/2026	17.29	07/17/2026	100-615-601 Office Supplies	726
133	OFFICE DEPOT	475095703001	CITY WIDE PAPER	07/07/2026	17.24	07/17/2026	100-575-600 General Supplies	726
133	OFFICE DEPOT	475095703001	CITY WIDE PAPER	07/07/2026	17.29	07/17/2026	100-605-600 General Supplies	726
133	OFFICE DEPOT	475095703001	CITY WIDE PAPER	07/07/2026	17.29	07/17/2026	100-416-600 General Supplies	726
133	OFFICE DEPOT	475095703001	CITY WIDE PAPER	07/07/2026	17.29	07/17/2026	510-810-601 Office Supplies	726
Total 133:					4,264.07			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-421200	oil filters for fleet	07/08/2026	26.45	07/17/2026	100-480-610 Automotive Supplies	726
6230	O'REILLY AUTO PARTS	3599-421309	A/T filter and gasket for 2019 Ford F-250 (waste 2008)	07/09/2026	91.10	07/17/2026	100-480-610 Automotive Supplies	726
6230	O'REILLY AUTO PARTS	3599-421371	HEPA filter for 2024 Chevrolet Silverado 2500 HD (waste2002	07/09/2026	26.07	07/17/2026	100-480-610 Automotive Supplies	726
6230	O'REILLY AUTO PARTS	3599-421995	COP boots for fleet F-250 truck	07/13/2026	76.32	07/17/2026	100-480-610 Automotive Supplies	726
6230	O'REILLY AUTO PARTS	3599-423412	FUSE ASSRTMT for waste water	07/21/2026	4.94		520-810-614 Shop Supplies	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 6230:					224.88			
PACIFIC OFFICE AUTOMATION								
8929	PACIFIC OFFICE AUTOMATION	7R03056-19	HR	07/05/2026	347.94	07/17/2026	100-419-550 Printing and Postage	726
8929	PACIFIC OFFICE AUTOMATION	7R03056-19	Main	07/05/2026	695.88	07/17/2026	100-417-550 Printing and Postage	726
8929	PACIFIC OFFICE AUTOMATION	7R03056-19	Utilities	07/05/2026	347.94	07/17/2026	520-810-550 Printing and Postage	726
8929	PACIFIC OFFICE AUTOMATION	7R03056-19	CAO	07/05/2026	695.88	07/17/2026	100-414-550 Printing and Postage	726
8929	PACIFIC OFFICE AUTOMATION	7R03056-19	Clerk	07/05/2026	695.88	07/17/2026	100-416-550 Printing and Postage	726
8929	PACIFIC OFFICE AUTOMATION	7R03056-19	Mayor	07/05/2026	347.94	07/17/2026	100-410-550 Printing and Postage	726
8929	PACIFIC OFFICE AUTOMATION	7R03056-19	Utilities	07/05/2026	347.94	07/17/2026	510-810-550 Printing and Postage	726
8929	PACIFIC OFFICE AUTOMATION	7R03056-19	OLD FMC Printer- Mayor budget for now Gen Supplies	07/05/2026	695.88	07/17/2026	100-410-600 General Supplies	726
8929	PACIFIC OFFICE AUTOMATION	7R03362-10	Utilities Billing Printer	07/05/2026	235.00	07/17/2026	520-810-550 Printing and Postage	726
8929	PACIFIC OFFICE AUTOMATION	7R03362-10	Utilities Billing Printer	07/05/2026	235.00	07/17/2026	510-810-550 Printing and Postage	726
8929	PACIFIC OFFICE AUTOMATION	7R03490-8	Clerk 7R03490 Wide Tek 44	07/05/2026	364.97	07/17/2026	100-416-441 Rentals	726
8929	PACIFIC OFFICE AUTOMATION	7R03490-8	Bldg 7R03491 Cannon Prograf	07/05/2026	364.97	07/17/2026	100-605-441 Rentals	726
8929	PACIFIC OFFICE AUTOMATION	7R03559-6	Clerk 7R03560 Cannon DR-G2140	07/05/2026	207.00	07/17/2026	100-416-441 Rentals	726
8929	PACIFIC OFFICE AUTOMATION	7R03559-6	Bldg R03559 Cannon DR- G2140	07/05/2026	207.00	07/17/2026	100-605-441 Rentals	726
8929	PACIFIC OFFICE AUTOMATION	7R03584-5	7R03584 - Konika C25i	07/05/2026	49.22	07/17/2026	510-840-550 Printing and Postage	726
8929	PACIFIC OFFICE AUTOMATION	7R03584-5	7R03584 - Konika C25i	07/05/2026	49.22	07/17/2026	510-810-550 Printing and Postage	726
8929	PACIFIC OFFICE AUTOMATION	7R03584-5	7R03584 - Konika C25i	07/05/2026	98.44	07/17/2026	520-810-550 Printing and Postage	726
Total 8929:					5,986.10			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5323803	Shred Services	07/22/2026	99.00		100-416-420 Outside Services	726
Total 8876:					99.00			
POOL PACT; NV PUBLIC AGENCY INS POOL								
271	POOL PACT; NV PUBLIC AGENCY INS POOL	7435	Outside Legal Counsel HR- Claim# P243-25-09592-01	06/30/2026	680.00	07/17/2026	100-419-322 Prof Serv-Other	626
271	POOL PACT; NV PUBLIC AGENCY INS POOL	7436	Outside Legal Counsel HR- Claim # 7008-10-50001	06/30/2026	75.00	07/17/2026	100-419-322 Prof Serv-Other	626
271	POOL PACT; NV PUBLIC AGENCY INS POOL	7437	Outside Legal Counsel HR -Claim # P243-26-09886-01 / 02	06/30/2026	1,240.85	07/17/2026	100-419-322 Prof Serv-Other	626
Total 271:					1,995.85			
PUBLIC AGENCY COMPENSATION TRU								
145	PUBLIC AGENCY COMPENSATION TRU	4TH QTR 2025-2026	WORKERS COMP 4TH QTR 2025-2026	06/30/2026	54,449.50	07/20/2026	100-219000 WORKERS COMPENSATION PA	626
Total 145:					54,449.50			
PUBLIC EMPLOYEES RETIREMENT SYSTEM								
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	JUN 2026	#621 RETIREMENT CONTRIBUTIONS	06/30/2026	212,724.60	07/16/2026	100-216000 RETIREMENT PAYABLE	626

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 144:				212,724.60			
Q & D CONSTRUCTION - FERNLEY								
7612	Q & D CONSTRUCTION - FERNLEY	17436-001	Water Leak- Patch Paving on Nevada Pacific Parkway	07/31/2026	58,050.00		510-810-430 Outside Serv-Repair & Maint	726
	Total 7612:				58,050.00			
RAFTELIS								
9163	RAFTELIS	47292	Municipal Electric Utility District Support – Professional Servic	06/30/2026	15,831.25		100-610-322 Prof Serv-Other	626
	Total 9163:				15,831.25			
RENO TYPE								
9136	RENO TYPE	185022	CCR Printing and Mailing Services – 4/4 newsletter, #10 outer	06/17/2026	4,032.60	07/23/2026	510-810-550 Printing and Postage	626
	Total 9136:				4,032.60			
RENO UNIFORMS / UNIFORMS 2 YOU								
9160	RENO UNIFORMS / UNIFORMS 2 YOU	57927-1	Body Armor for Tammy Richardson Code Enforcement	05/27/2026	1,516.13	07/17/2026	100-615-600 General Supplies	526
9160	RENO UNIFORMS / UNIFORMS 2 YOU	58598-1	Body Armor for Beth Engbrecht- Code Enforcement	06/23/2026	1,516.13	07/17/2026	100-615-600 General Supplies	626
	Total 9160:				3,032.26			
RENOWN HEALTH								
190	RENOWN HEALTH	5364009	MRN 3147171	07/13/2026	13.75		510-810-322 Prof Serv-Other	726
190	RENOWN HEALTH	5364009	MRN 3147171	07/13/2026	13.75		510-840-322 Prof Serv-Other	726
190	RENOWN HEALTH	5364009	MRN 1050062	07/13/2026	266.00		510-810-322 Prof Serv-Other	726
190	RENOWN HEALTH	5364009	MRN 3147171	07/13/2026	27.50		520-810-322 Prof Serv-Other	726
	Total 190:				321.00			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	26-0979	Water rights services - updated groundwater production recor	06/30/2026	3,815.00		510-810-698 Water Rights Protection	626
	Total 8602:				3,815.00			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	26070618	ARMORED SERVICES-GF	07/10/2026	260.12	07/17/2026	100-415-322 Prof Serv-Other	726
8629	SECTRAN SECURITY, INC.	26070618	ARMORED SERVICES-WATER	07/10/2026	260.12	07/17/2026	510-810-342 Tech Services-Other	726
8629	SECTRAN SECURITY, INC.	26070618	ARMORED SERVICES-SEWER	07/10/2026	260.12	07/17/2026	520-810-342 Tech Services-Other	726
	Total 8629:				780.36			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
SHAPE INCORPORATED								
9037	SHAPE INCORPORATED	70102B56525	E-One grinder pumps and freight	07/23/2026	7,942.00		520-810-615 E-One Supplies	726
	Total 9037:				7,942.00			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	187644	COF Water Improvements CL review	12/18/2025	5,000.00	07/17/2026	100-529-320 Prof Serv-Engineering	1225
1897	SHAW ENGINEERING	187662	Permit Review - Cof VL Ph1 Lift Station 2	12/18/2025	3,500.00	07/17/2026	100-529-320 Prof Serv-Engineering	1225
1897	SHAW ENGINEERING	188081	CoF - Inglewood Drive Sewer Modeling	06/30/2026	1,000.00	07/17/2026	100-529-320 Prof Serv-Engineering	626
1897	SHAW ENGINEERING	188099	CoF - Fernley Art Center	06/30/2026	7,500.00		100-529-320 Prof Serv-Engineering	626
1897	SHAW ENGINEERING	188100	Permit Review - VL Nevada Pacific Parkway	06/30/2026	2,500.00		100-529-320 Prof Serv-Engineering	626
1897	SHAW ENGINEERING	260409	Good Earth Design	05/05/2026	8,727.50	07/17/2026	100-475-745 RTC Reimbursable	526
1897	SHAW ENGINEERING	260565	Good Earth Subdivision Design	06/05/2026	16,335.00	07/17/2026	100-475-745 RTC Reimbursable	626
	Total 1897:				44,562.50			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN337574	WWTP Samples	12/18/2025	202.00		520-810-423 Outside Serv-Analytical	1225
7856	SILVER STATE ANALYTICAL LABORATORIES	RN338579	WWTP Samples	01/29/2026	202.00		520-810-423 Outside Serv-Analytical	126
7856	SILVER STATE ANALYTICAL LABORATORIES	RN344072	July monthly samples	07/09/2026	286.00	07/17/2026	510-810-423 Outside Serv-Analytical	726
7856	SILVER STATE ANALYTICAL LABORATORIES	RN344182	Truckee Canal samples	06/30/2026	4,847.00	07/17/2026	510-840-423 Outside Serv-Analytical	626
7856	SILVER STATE ANALYTICAL LABORATORIES	RN344464	July monthly samples	07/21/2026	264.00		510-810-423 Outside Serv-Analytical	726
7856	SILVER STATE ANALYTICAL LABORATORIES	RN344502	Samples for Stor-all	07/22/2026	66.00		510-810-423 Outside Serv-Analytical	726
7856	SILVER STATE ANALYTICAL LABORATORIES	RN344559	compliance lab sample	07/23/2026	20.00		510-840-423 Outside Serv-Analytical	726
7856	SILVER STATE ANALYTICAL LABORATORIES	RN344584	Samples for Stor-All project	07/23/2026	75.00		510-810-423 Outside Serv-Analytical	726
7856	SILVER STATE ANALYTICAL LABORATORIES	RN344649	Day 3 samples for Stor-All project	07/24/2026	75.00		510-810-423 Outside Serv-Analytical	726
7856	SILVER STATE ANALYTICAL LABORATORIES	RN344737	quarterly hardness and TDS sampling	07/28/2026	348.00		510-810-423 Outside Serv-Analytical	726
	Total 7856:				6,385.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	119991 7/9/26	Arrow Kit	07/09/2026	210.00	07/17/2026	100-475-615 Sign & Stripe Supplies	726
	Total 170:				210.00			
SNAP-ON INDUSTRIAL								
8735	SNAP-ON INDUSTRIAL	ARV/68698229	tools for shop	07/27/2026	274.95		100-480-600 General Supplies	726
	Total 8735:				274.95			
SOSU TV CORP								
8909	SOSU TV CORP	WC1748	Fernley Focus Videos - Monthly Retainer - July '26	07/01/2026	1,659.00		100-410-322 Prof Sev-Other	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 8909:				1,659.00			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	29586 JUL 26	910005029586 ACH	07/17/2026	30.24	08/05/2026	520-810-621 Natural Gas	726
204	SOUTHWEST GAS CORP	40647 JUL 26	910005040647 ACH	07/23/2026	146.81	08/11/2026	100-417-621 Natural Gas	726
204	SOUTHWEST GAS CORP	86744 JUL 26	910001086744 ACH	07/14/2026	210.17	08/03/2026	510-840-621 Natural Gas	726
	Total 204:				387.22			
STANTEC CONSULTING SERVICES INC								
9049	STANTEC CONSULTING SERVICES INC	2590918	Hwy 50 Water Main Loop to FDR, 510-166100	06/30/2026	7,509.50		510-166100 Construction In Progress	626
	Total 9049:				7,509.50			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	JUL 2026-2	CHILD SUPPORT	07/24/2026	319.84	07/23/2026	100-219900 OTHER PAYROLL PAYABLES	726
	Total 176:				319.84			
SUNRISE ENVIRONMENTAL SCIENTIFIC								
230	SUNRISE ENVIRONMENTAL SCIENTIFIC	161983	Lift Station Scent Control	07/14/2026	2,707.50	07/17/2026	520-810-617 Chemical Supplies	726
	Total 230:				2,707.50			
TAGGART & TAGGART LTD								
3275	TAGGART & TAGGART LTD	1068	Water Right Contract FY25/26 JUN26	06/30/2026	13,083.90		510-810-698 Water Rights Protection	626
	Total 3275:				13,083.90			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2026250102055	Ferric Chloride	06/30/2026	11,929.60	07/17/2026	510-840-617 Chemical Supplies	626
8646	THATCHER COMPANY, INC.	2026250102225	Ferric Chloride	07/23/2026	11,484.16		510-840-617 Chemical Supplies	726
8646	THATCHER COMPANY, INC.	2026400102967	WWTP chlorine	07/09/2026	10,628.08	07/17/2026	520-810-617 Chemical Supplies	726
	Total 8646:				34,041.84			
TWISTED STEEL								
8822	TWISTED STEEL	1323	COF 25 year monument approved 5/20/26 FCC Mtg.	07/20/2026	9,500.00	07/22/2026	100-410-650 Community Support	726
	Total 8822:				9,500.00			
U S POSTAL SERVICE								
7344	U S POSTAL SERVICE	71726	POSTAGE FOR ANNUAL CUSTOMER NOTICE (LEAD & CO	07/17/2026	1,181.33	07/23/2026	510-810-550 Printing and Postage	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7344	U S POSTAL SERVICE	AUG 2026	PREPAID POSTAGE FOR IN-HOUSE BILLING	08/01/2026	2,250.00		520-860-550 Printing and Postage	826
7344	U S POSTAL SERVICE	AUG 2026	PREPAID POSTAGE FOR IN-HOUSE BILLING	08/01/2026	2,250.00		510-860-550 Printing and Postage	826
	Total 7344:				5,681.33			
ULINE, INC								
8965	ULINE, INC	210949679	Toilet seat self-sustaining hinges	07/22/2026	133.82		100-575-600 General Supplies	726
	Total 8965:				133.82			
ULTIMATE AIR, INC.								
8575	ULTIMATE AIR, INC.	8820	HVAC Commercial hrly rate - shorted compressor diagnosis	07/21/2026	155.00		100-417-424 Outside Serv-HVAC	726
	Total 8575:				155.00			
UNITED RENTALS INC								
337	UNITED RENTALS INC	264357760-001	equipment rental – light tower	07/06/2026	641.84	07/17/2026	100-575-441 Rentals	726
337	UNITED RENTALS INC	264357760-002	Parks - light tower rental for City Truck Yard	07/07/2026	409.92		100-575-441 Rentals	726
337	UNITED RENTALS INC	264357760-003	equipment rental credit – pickup charge INPUT ERROR	07/20/2026	231.92-		100-575-441 Rentals	726
	Total 337:				819.84			
USA BLUEBOOK								
464	USA BLUEBOOK	INV01096332	Micro Algae BART test kit for water quality/lab testing	07/08/2026	254.14	07/17/2026	510-840-614 Shop Supplies	726
464	USA BLUEBOOK	INV01097566	Sludge Judge complete 15' set for water/wastewater field ope	07/09/2026	646.16	07/17/2026	510-840-614 Shop Supplies	726
464	USA BLUEBOOK	INV01101644	Arsenic Quick II Test kits	07/14/2026	500.57	07/17/2026	510-840-614 Shop Supplies	726
464	USA BLUEBOOK	INV01104785	Magnetomatic pipe locators for wastewater operations	07/16/2026	136.08		520-810-614 Shop Supplies	726
464	USA BLUEBOOK	INV01106071	Submersible level transmitters for level monitoring	07/20/2026	1,024.63		510-810-614 Shop Supplies	726
	Total 464:				2,561.58			
USA TODAY MEDIA CORP								
152	USA TODAY MEDIA CORP	7765318	Legal ads - June 2026	06/30/2026	631.56	07/17/2026	100-610-540 Advertising	626
	Total 152:				631.56			
UTILITY DEPOSITS								
2202	UTILITY DEPOSITS	10104506	WATER DEPOSIT REFUND	07/27/2026	15.16		510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	10215302	CREDIT BALANCE	07/15/2026	18.28	07/17/2026	010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	10227909	WATER DEPOSIT REFUND	07/21/2026	75.00		510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	10227909	SEWER DEPOSIT REFUND	07/21/2026	80.00		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	10774910	CREDIT BALANCE	07/21/2026	55.84		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	10947007	SEWER DEPOSIT REFUND	07/06/2026	21.75	07/17/2026	520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	10990001	SEWER DEPOSIT REFUND	07/15/2026	46.37		520-228200 Customer Deposits	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
2202	UTILITY DEPOSITS	10990501	SEWER DEPOSIT REFUND	07/07/2026	80.00		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	10990501	WATER DEPOSIT REFUND	07/07/2026	18.24		510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	10990601	WATER DEPOSIT REFUND	07/10/2026	12.24		510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	10990601	SEWER DEPOSIT REFUND	07/10/2026	80.00		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	1117020	WATER DEPOSIT REFUND	07/10/2026	24.66	07/17/2026	510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	1117020	SEWER DEPOSIT REFUND	07/10/2026	80.00	07/17/2026	520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	11193012	WATER DEPOSIT REFUND	07/02/2026	15.92	07/17/2026	510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	11193012	SEWER DEPOSIT REFUND	07/02/2026	80.00	07/17/2026	520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	11254602	CREDIT BALANCE	07/27/2026	66.85		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	133480.08	CREDIT BALANCE	07/27/2026	78.08		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	13348008	SEWER DEPOSIT REFUND	07/20/2026	80.00		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	13348008	WATER DEPOSIT REFUND	07/20/2026	75.00		510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	13352301	CREDIT BALANCE	07/24/2026	443.16		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	13379312	SEWER DEPOSIT REFUND	07/16/2026	47.15		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	13424601	CREDIT BALANCE	07/22/2026	13.05		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	135602.18	CREDIT BALANCE	07/16/2026	64.52		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	13953303	CREDIT BALANCE	07/16/2026	133.41		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	15585809	CREDIT BALANCE	07/16/2026	35.38		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	15585811	CREDIT BALANCE	07/16/2026	214.62		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	16398407	CREDIT BALANCE	07/21/2026	60.53		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	16416007	CREDIT BALANCE	07/21/2026	27.85		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	164183.05	CREDIT BALANCE	07/24/2026	178.32		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	16418303	CREDIT BALANCE	07/16/2026	86.64		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	16418305	WATER DEPOSIT REFUND	07/20/2026	75.00		510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	16418305	SEWER DEPOSIT REFUND	07/20/2026	80.00		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	16419212	WATER DEPOSIT REFUND	07/09/2026	44.60		510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	16419212	SEWER DEPOSIT REFUND	07/09/2026	80.00		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	16419929	SEWER DEPOSIT REFUND	07/06/2026	9.33	07/17/2026	520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	16501918	SEWER DEPOSIT REFUND	07/15/2026	80.00		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	16501918	WATER DEPOSIT REFUND	07/15/2026	20.19		510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	16551020	SEWER DEPOSIT REFUND	07/15/2026	80.00		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	16551020	WATER DEPOSIT REFUND	07/15/2026	11.91		510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	16552422	SEWER DEPOSIT REFUND	07/10/2026	80.00		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	16552422	WATER DEPOSIT REFUND	07/10/2026	40.10		510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	16576209	CREDIT BALANCE	07/23/2026	159.14		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	168429.05	CREDIT BALANCE	07/20/2026	132.99		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	16842905	SEWER DEPOSIT REFUND	07/16/2026	80.00		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	16842905	WATER DEPOSIT REFUND	07/16/2026	75.00		510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	16871207	SEWER DEPOSIT REFUND	07/22/2026	64.14		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	18611615	CREDIT BALANCE	07/22/2026	206.09		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	19633905	CREDIT BALANCE	07/16/2026	180.28		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	20683411	CREDIT BALANCE	07/23/2026	96.62		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	21.9927.01	CREDIT BALANCE	07/16/2026	101.86		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	21.9928.01	CREDIT BALANCE	07/16/2026	97.72		010-115100 Cash Clearing-Utilities	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
2202	UTILITY DEPOSITS	21865807	SEWER DEPOSIT REFUND	07/01/2026	42.78	07/17/2026	520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	21896604	CREDIT BALANCE	07/21/2026	52.35		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	21985701	CREDIT BALANCE	07/16/2026	330.96		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	219913.01	CREDIT BALANCE	07/16/2026	118.84	07/17/2026	010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	21991301	SEWER DEPOSIT REFUND	07/08/2026	9.14	07/17/2026	520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	219915.01	CREDIT BALANCE	07/23/2026	32.84		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	21991501	WATER DEPOSIT REFUND	07/01/2026	75.00		510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	21991501	SEWER DEPOSIT REFUND	07/01/2026	80.00		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	219917.01	CREDIT BALANCE	07/06/2026	87.78	07/17/2026	010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	21991701	WATER DEPOSIT REFUND	07/01/2026	75.00	07/17/2026	510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	21991701	SEWER DEPOSIT REFUND	07/01/2026	80.00	07/17/2026	520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	219918.01	CREDIT BALANCE	07/15/2026	250.00	07/17/2026	010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	21991801	SEWER DEPOSIT REFUND	07/02/2026	25.26	07/17/2026	520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	21992001	CREDIT BALANCE	07/16/2026	262.96		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	2855502	CREDIT BALANCE	07/23/2026	156.36		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	3194005	CREDIT BALANCE	07/16/2026	175.57		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	5306304	CREDIT BALANCE	07/14/2026	537.25		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	5774203	CREDIT BALANCE	07/16/2026	141.96		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	5877503	CREDIT BALANCE	07/22/2026	110.76		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	6754910	CREDIT BALANCE	07/16/2026	148.87		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	7361207	CREDIT BALANCE	07/16/2026	76.55		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	7487215	SEWER DEPOSIT REFUND	07/01/2026	46.92	07/17/2026	520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	7492308	CREDIT BALANCE	07/01/2026	141.92	07/17/2026	010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	7698211	SEWER DEPOSIT REFUND	07/20/2026	58.48		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	7780510	WATER DEPOSIT REFUND	07/06/2026	54.73	07/17/2026	510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	7780510	SEWER DEPOSIT REFUND	07/06/2026	80.00	07/17/2026	520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	7932602	CREDIT BALANCE	07/22/2026	37.16		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	7933002	CREDIT BALANCE	07/14/2026	110.00	07/17/2026	010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	7933802	CREDIT BALANCE	07/24/2026	23.64		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	8118407	CREDIT BALANCE	07/01/2026	168.18	07/17/2026	010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	92007.14	CREDIT BALANCE	07/15/2026	130.00	07/17/2026	010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	9200714	SEWER DEPOSIT REFUND	07/01/2026	22.08	07/17/2026	520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	99825.03	CREDIT BALANCE	07/15/2026	135.59	07/17/2026	010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	9982503	WATER DEPOSIT REFUND	07/14/2026	75.00	07/17/2026	510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	9982503	SEWER DEPOSIT REFUND	07/14/2026	80.00	07/17/2026	520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	99826.03	CREDIT BALANCE	07/16/2026	131.45		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	9982603	WATER DEPOSIT REFUND	07/14/2026	75.00		510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	9982603	SEWER DEPOSIT REFUND	07/14/2026	80.00		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	99827.03	CREDIT BALANCE	07/16/2026	181.45		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	9982703	WATER DEPOSIT REFUND	07/14/2026	75.00		510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	9982703	SEWER DEPOSIT REFUND	07/14/2026	80.00		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	99828.03	CREDIT BALANCE	07/15/2026	152.47	07/17/2026	010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	9982803	SEWER DEPOSIT REFUND	07/14/2026	80.00	07/17/2026	520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	9982803	WATER DEPOSIT REFUND	07/14/2026	75.00	07/17/2026	510-228200 Customer Deposits	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
2202	UTILITY DEPOSITS	99829.03	CREDIT BALANCE	07/21/2026	173.17		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	9982903	WATER DEPOSIT REFUND	07/14/2026	75.00		510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	9982903	SEWER DEPOSIT REFUND	07/14/2026	80.00		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	99830.03	CREDIT BALANCE	07/21/2026	181.45		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	9983003	SEWER DEPOSIT REFUND	07/14/2026	80.00		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	9983003	WATER DEPOSIT REFUND	07/14/2026	75.00		510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	99831.03	CREDIT BALANCE	07/21/2026	185.59		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	9983103	SEWER DEPOSIT REFUND	07/14/2026	80.00		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	9983103	WATER DEPOSIT REFUND	07/14/2026	75.00		510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	99832.03	CREDIT BALANCE	07/21/2026	135.59		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	9983203	SEWER DEPOSIT REFUND	07/14/2026	80.00		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	9983203	WATER DEPOSIT REFUND	07/14/2026	75.00		510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	99833.03	CREDIT BALANCE	07/21/2026	135.59		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	9983303	WATER DEPOSIT REFUND	07/14/2026	75.00		510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	9983303	SEWER DEPOSIT REFUND	07/14/2026	80.00		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	99834.03	CREDIT BALANCE	07/21/2026	181.45		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	9983403	SEWER DEPOSIT REFUND	07/14/2026	80.00		520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	9983403	WATER DEPOSIT REFUND	07/14/2026	75.00		510-228200 Customer Deposits	726
	Total 2202:				10,990.13			
VANDERHEIDEN, JACOB RAY								
9027	VANDERHEIDEN, JACOB RAY	51326	PLANNING COMMISSION STIPEND 5/13/26	05/13/2026	80.00	07/23/2026	100-610-322 Prof Serv-Other	526
	Total 9027:				80.00			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	6147438538	Planning	06/30/2026	12.80		100-610-530 Communications	626
8495	VERIZON WIRELESS	6147438538	IT	06/30/2026	195.09		100-418-530 Communications	626
8495	VERIZON WIRELESS	6147438538	Animal Control	06/30/2026	144.11		100-525-530 Communications	626
8495	VERIZON WIRELESS	6147438538	Building	06/30/2026	297.47		100-605-530 Communications	626
8495	VERIZON WIRELESS	6147438538	Code Enf	06/30/2026	77.86		100-615-530 Communications	626
8495	VERIZON WIRELESS	6147438538	City Treasurer	06/30/2026	64.15		100-415-530 Communications	626
8495	VERIZON WIRELESS	6147438538	Streets	06/30/2026	52.05		100-475-530 Communications	626
8495	VERIZON WIRELESS	6147438538	Engineering	06/30/2026	184.84		100-529-530 Communications	626
8495	VERIZON WIRELESS	6147438538	WTP	06/30/2026	369.72		510-840-530 Communications	626
8495	VERIZON WIRELESS	6147438538	City Attorney	06/30/2026	240.06		100-414-530 Communications	626
8495	VERIZON WIRELESS	6147438538	FMC	06/30/2026	56.20		100-425-530 Communications	626
8495	VERIZON WIRELESS	6147438538	Vector	06/30/2026	92.06		100-528-530 Communications	626
8495	VERIZON WIRELESS	6147438538	Water Dist	06/30/2026	632.55		510-810-530 Communications	626
8495	VERIZON WIRELESS	6147438538	Mayor/Council	06/30/2026	220.30		100-410-530 Communications	626
8495	VERIZON WIRELESS	6147438538	Facilities	06/30/2026	392.63		100-417-530 Communications	626
8495	VERIZON WIRELESS	6147438538	Fleet	06/30/2026	52.05		100-480-530 Communications	626
8495	VERIZON WIRELESS	6147438538	Parks	06/30/2026	76.35		100-575-530 Communications	626

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8495	VERIZON WIRELESS	6147438538	Sewer	06/30/2026	495.92		520-810-530 Communications	626
8495	VERIZON WIRELESS	6147528326	52267 Jun 2- Jul 01 26	07/01/2026	40.01	07/17/2026	520-810-530 Communications	726
	Total 8495:				3,696.22			
VERUS ASSOCIATES NEVADA, LLC								
8606	VERUS ASSOCIATES NEVADA, LLC	3100	WTP SCADA Support - HMI Rework for Water Treatment Tan	06/30/2026	700.00	07/17/2026	510-840-429 Outside Serv-SCADA	626
	Total 8606:				700.00			
VESTIS								
1895	VESTIS	5980389462	shirt contract	07/14/2026	119.06	07/17/2026	100-480-420 Outside Services	726
1895	VESTIS	5980389463	Clothing/Mats	07/14/2026	70.27	07/17/2026	100-475-420 Outside Services	726
1895	VESTIS	5980389464	floor mat service	07/14/2026	40.21	07/17/2026	510-810-420 Outside Services	726
1895	VESTIS	5980390943	shirt contract	07/21/2026	119.06		100-480-420 Outside Services	726
1895	VESTIS	5980390944	SHOP MAT SERVICE	07/21/2026	121.81		100-475-420 Outside Services	726
1895	VESTIS	5980390945	Clothing/Mats	07/21/2026	70.27		100-475-420 Outside Services	726
1895	VESTIS	5980390946	floor mat service	07/21/2026	40.21		510-810-420 Outside Services	726
1895	VESTIS	5980390948	Floor Mats	07/21/2026	264.14		100-417-420 Outside Services	726
1895	VESTIS	5980392414	shirt contract	07/28/2026	119.06		100-480-420 Outside Services	726
1895	VESTIS	5980392415	Clothing/Mats	07/28/2026	70.27		100-475-420 Outside Services	726
	Total 1895:				1,034.36			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	JUL 2026-1	DEFERRED COMPENSATION, 457	07/10/2026	5,142.30	07/13/2026	100-215000 457 PAYABLE	726
8591	VOYA FINANCIAL	JUL 2026-1	ROTH IRA	07/10/2026	190.00	07/13/2026	100-215000 457 PAYABLE	726
	Total 8591:				5,332.30			
WAGNER, CODY								
9013	WAGNER, CODY	51326	PLANNING COMMISSION STIPEND 5/13/26	05/13/2026	80.00	07/23/2026	100-610-322 Prof Serv-Other	526
9013	WAGNER, CODY	61026	PLANNING COMMISSION STIPEND 6/10/26	06/10/2026	80.00	07/23/2026	100-610-322 Prof Serv-Other	626
	Total 9013:				160.00			
WEDCO, A DIVISION OF BORDER STATES								
3350	WEDCO, A DIVISION OF BORDER STATES	S100256909.001	Gabe's Tool Set/Electrician	07/08/2026	667.80	07/17/2026	510-840-614 Shop Supplies	726
3350	WEDCO, A DIVISION OF BORDER STATES	S100256909.001	Gabe's Tool Set/Electrician	07/08/2026	1,335.62	07/17/2026	520-810-614 Shop Supplies	726
3350	WEDCO, A DIVISION OF BORDER STATES	S100256909.001	Gabe's Tool Set/Electrician	07/08/2026	667.81	07/17/2026	510-810-614 Shop Supplies	726
3350	WEDCO, A DIVISION OF BORDER STATES	S100256919.001	Parts for sage ranch tank	07/08/2026	11.44	07/17/2026	510-810-614 Shop Supplies	726
3350	WEDCO, A DIVISION OF BORDER STATES	S100256919.002	Parts for well 11	07/09/2026	34.32	07/17/2026	510-810-600 General Supplies	726
3350	WEDCO, A DIVISION OF BORDER STATES	S100257768.001	Parts for well 11	07/13/2026	95.33	07/17/2026	510-810-600 General Supplies	726
3350	WEDCO, A DIVISION OF BORDER STATES	S100257950.001	3697-27 Milwaukee elect 7-tool for Gabe	07/13/2026	696.12		520-810-614 Shop Supplies	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
3350	WEDCO, A DIVISION OF BORDER STATES	S100257950.001	3697-27 Milwaukee elect 7-tool for Gabe	07/13/2026	348.05		510-810-614 Shop Supplies	726
3350	WEDCO, A DIVISION OF BORDER STATES	S100257950.001	3697-27 Milwaukee elect 7-tool for Gabe	07/13/2026	348.06		510-840-614 Shop Supplies	726
	Total 3350:				4,204.55			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	AUG 2026	SUPPLEMENTAL INSURANCE	08/01/2026	117.65		100-218100 Western Insurance Payable	826
	Total 881:				117.65			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	12336295	HVAC belts	07/09/2026	187.20	07/17/2026	510-840-614 Shop Supplies	726
195	WESTERN NEVADA SUPPLY CO.	12348197	Single and dual port mxu	07/10/2026	3,108.90	07/17/2026	510-166100 Construction In Progress	726
195	WESTERN NEVADA SUPPLY CO.	12348197	Bin stock	07/10/2026	252.12	07/17/2026	510-810-613 Meter Service Supplies	726
195	WESTERN NEVADA SUPPLY CO.	12355147	WT solvents WD40 & PB Blaster	07/16/2026	201.30		510-840-614 Shop Supplies	726
195	WESTERN NEVADA SUPPLY CO.	12355148	lubricants for WT plant maintenance	07/23/2026	150.96		510-840-614 Shop Supplies	726
195	WESTERN NEVADA SUPPLY CO.	12355393	Bin stock	07/10/2026	1,352.05	07/17/2026	510-810-613 Meter Service Supplies	726
195	WESTERN NEVADA SUPPLY CO.	12355794	Bin stock	07/10/2026	835.77	07/17/2026	510-810-613 Meter Service Supplies	726
195	WESTERN NEVADA SUPPLY CO.	12357011	Bin stock	07/13/2026	1,296.38	07/17/2026	510-810-613 Meter Service Supplies	726
195	WESTERN NEVADA SUPPLY CO.	12357011	iperl 3/4 inch 1000 gal water meters	07/13/2026	1,683.44	07/17/2026	510-166100 Construction In Progress	726
195	WESTERN NEVADA SUPPLY CO.	12363484	PS G5 CI lid marked water	07/16/2026	669.10		510-810-613 Meter Service Supplies	726
195	WESTERN NEVADA SUPPLY CO.	12376746	Irrigation valves and rotors	07/24/2026	2,043.30		100-417-600 General Supplies	726
195	WESTERN NEVADA SUPPLY CO.	CM12355393	Bin stock return	07/10/2026	877.20-	07/17/2026	510-810-613 Meter Service Supplies	726
	Total 195:				10,903.32			
WETLAB - WESTERN ENVIRON TESTING LAB								
8709	WETLAB - WESTERN ENVIRON TESTING LAB	26060592	WWTP samples – Pond 2 effluent	06/16/2026	779.66	07/17/2026	520-810-423 Outside Serv-Analytical	626
	Total 8709:				779.66			
WHITE, JULIANNE								
9026	WHITE, JULIANNE	61026	PLANNING COMMISSION STIPEND	06/10/2026	80.00	07/23/2026	100-610-322 Prof Serv-Other	626
	Total 9026:				80.00			
WILLIAMS, BARRY REGINALD								
9018	WILLIAMS, BARRY REGINALD	51326	PLANNING COMMISSION STIPEND 5/13/26	05/13/2026	80.00	07/23/2026	100-610-322 Prof Serv-Other	526
9018	WILLIAMS, BARRY REGINALD	61026	PLANNING COMMISSION STIPEND 6/10/26	06/10/2026	80.00	07/23/2026	100-610-322 Prof Serv-Other	626
	Total 9018:				160.00			
WILLSCOT								
9156	WILLSCOT	9026516070	64x36 modular building purchase, ramps, delivery and setup	07/02/2026	287,237.85	07/17/2026	510-163000 Buildings and Improvements	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
9156	WILLSCOT	9026527898	Advance payment BLD 1 – mobile building rental	07/06/2026	260,992.00	07/17/2026	520-163000 Buildings and Improvements	726
	Total 9156:				548,229.85			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	205006	BLM Conveyance Parcels Survey thru 06/30/2026	06/30/2026	13,970.00	07/17/2026	100-610-322 Prof Serv-Other	626
2454	WOOD RODGERS, INC.	205057	Corridor Action Plan - June 2026	06/30/2026	24,566.25	07/17/2026	100-475-320 Prof Serv-Engineering	626
	Total 2454:				38,536.25			
	Grand Totals:				2,625,746.82			

Dated: _____

Mayor: _____

City Treasurer: _____

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

MINUTES OF THE

FERNLEY CITY COUNCIL MEETING

MAY 20, 2026

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilwoman Felicity Zoberski, Councilman Albert Torres, Councilman Ryan Hanan, Councilman Joe Mendoza, Acting City Manager Lydia Altick, HR Manager Mitzi Carter, Executive Admin Assistant April Homme, City Attorney Aaron Mouritsen, Deputy City Attorney Brandi Jensen, City Clerk Kim Swanson, Admin Specialist II Rachael Goetz, Building Official Charity Birkel, Planning Director Michele Rambo, Public Works Director Barry Williams, City Engineer Salvador Pleitez, Utilities Engineer II Aaron Smith, Utilities Director Seong Kim, Grant Administrator Trisha Livingston, City Treasurer Robert Carson.

1.3. Public Forum

Gregory Baer came to discuss the Title 16 code enforcement. He asks the council to slow down, engage the public and put Fernley first.

John Reichlein expressed his feelings regarding the new proposed job descriptions.

John Barchie requested the org chart change not be locked in stone, and he suggested moving the meeting time to 5:30 pm so more citizens can attend without missing work.

Mike McMordie requested the council wait to hear resolution 26-011. He feels the proposed fees are too high. He's requesting smaller fees to bring in a larger vendor crowd.

Ryan Cross stated he was not representing Fernley High or Lyon County School District. He addressed the speed limit in front of the schools stating that 55 MPH is too high, and it is unsafe for drivers to navigate. He suggested moving the speed limit to 45 MPH in front of the high school. He also encouraged the council to do something about the traffic at 95A and Cottonwood.

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA AFTER MOVING ITEM 9.2 AFTER ITEM 4 AND REMOVING ITEM 8.1 AND PUTTING IT ON THE NEXT AGENDA. **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

2. CONSENT AGENDA

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. Consideration and Possible Action to approve a Final Subdivision Map (FSM24001) for Friendly 5, Phase 3 on a site approximately ± 81.31-acres in size generally located at the termini of Carson Way, Lorelai Lane, and Evelynn Street in a Planned Development (PD) zoning district.

2.5. Possible Action to Approve the Will-Serve Request from Golden Years Castle Group Home - Addition for 2.34 ERC's of water and 5.35 ERC's for sewer for Lyon County Parcel 021-111-49 located at 575 Farm District Road, Fernley, NV 89408.

2.6. (Possible Action) To approve Amendment A to the contract signed between Eastern Sierra Engineering and the City of Fernley for the Engineering Design Services of the Good Earth Subdivision Road Reconstruction. Amendment A contains additions to the project scope to include Utility Improvements, including Existing Condition Survey, Waterline and Sewer Design, and Bid Support. The additional tasks total to $227,750.00.

Benjamin Ferriro, Engineering Department, stated the Good Earth Subdivision Road Reconstruction was initially for $227,750 but after negotiations with the consultant, they have cut approximately $80,000 out of Task 3A. There was a bit of funding added to permitting for NDEP in Task 5A and that is about $40,000. The new total is $161,660.

Motion: I MOVE TO APPROVE THE CONSENT AGENDA AND PULLING 2.6 AND PUTTING IT ON THE REGULAR AGENDA FOR DISCUSSION AND POSSIBLE ACTION. **Action:** Approve, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Passed, **Summary:** Yes 4 **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza

Motion: I MOVE TO APPROVE THE NEW AMOUNT OF $161,660. **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

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

Chief Deputy Mitch Brantingham of the Lyon County Sheriff's Office report on things happening with LCSO adding last week there were social media posts regarding a woman and her 7-month-old baby that went missing. He is happy to report the woman and baby have been recovered safe and healthy. There will be an increase in staff and DUI enforcement for Memorial Day weekend and law enforcement at the Veterans Cemetery for the services on Memorial Day. He reported the LCSO obtained grant money and has implemented a new program called the Resource Router, and it analyzes the last 5 years of crime data that has come into the sheriff’s office. It tracks calls through a GPS coordinate of where those crimes occurred with intelligent data into the future of where we are most likely to run into crime in the city. That, combined with the experience of the deputies, can have more efficient responses.

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

Acting City Manager, Altick, reported three out of the three community project funding requests made to the federal government have moved forward according to Congressman Amodei. The first is the Highway 50 looping main, Ricci Tank site and the third is the Gustafson Bridge.

Councilwoman Zoberski reported the travel ball softball teams are starting this weekend.

Councilman Torres reported the FCTA is now accepting grant applications for FY 26–27. Applications will be accepted until May 30th. The FCTA board will review and make selections for their June 15th meeting. There

are several events in May, Old-Time Riders Group at the Motocross track, on May 23rd and 24th. Legacy Sport is holding their Memorial Day Classic Fast Pitch event at the Out of Town Park and at In Town Park. Monday, May 25th is the Memorial Day Event at the Northern Nevada Veterans Cemetery. The Northern Nevada Veterans Coalition is looking for volunteers for Saturday, May 23rd in preparation for the Memorial Day event.

Councilman Hanan attended the Friends of the Friendly Animal Services meeting. They received a donation of $25,000 from a local company towards a new animal shelter. He attended the Rotary Satellite Club of Northwestern Nevada. There was a presentation by the Tahoe Pyramid Trail Association. He also attended the Search and Rescue meeting for Lyon County. There is also a $3.5 million project to reduce speed and put a crossing area in front of the high school.

Mayor McIntyre reported The Mayors Clean Sweep will be on May 30th at Out of Town Park at 8 AM. There is going to be a bike trail that goes south from the high school to the subdivision with the crosswalk and lights. NDOT is looking at lowering the speed limit to 35 going south. On May 12th, there were 88-second graders from Fernley Elementary school that went with the Mayor to the water treatment plant. He also attended the 3M event, Music, Murals and Margaritas on Friday night. He thanked the Fernley ACES for that event.

Charity Birkel, Building Official, reported the City will be hosting workshops pertaining to Title 16, June 4th at 5.30pm, and the second one will be June 6th, at 10 a.m.

Michele Rambo, Planning Director, updated the Council on the South Area Plan.

Barry Williams, Public Works Director. This week is National Public Works Week. During this week, the city will be highlighting the dedicated departments within Public Works throughout the week by sharing information on the City's social media pages.

Kim Swanson, City Clerk, reminded everyone that early voting starts on Saturday at 10 a.m. and runs through June 5th at 5 p.m. and Primary Election Day is June 9th.

4. PROCLAMATIONS BY THE MAYOR

Mayor Neal E. McIntyre proclaimed the week of May 17th – 23rd 2026 as National Public Works Week.

5. PRESENTATIONS

5.1. Presentation by Kimley Horn and Possible discussion of the recently completed Local Road Safety Plan.

Annabelle Hernandez with Kimley Horn presented stated they have been working with NDOT on the Local Road Safety Plan (LRSP). The LRSP identifies crash trends and identifies driver behaviors as well as roadway risk factors that contribute to these crashes. The purpose of the plan was to create greater awareness of the roadway safety risk within the community with the goal of reducing fatal and serious injuries. This will also provide opportunities for the city to gather additional funding to pursue implementation of other recommendations. The plan will establish a baseline that the City can continue to monitor safety throughout the years and have an overall goal of reducing serious injury and fatal crashes through 2050.

Some of the recommendations that are covered in the plan that are low cost improve, include improving signage and striping of the roadway, fixing the pedestrian push buttons at signalized intersections, as well

as adding the retro-reflective backplate and reflective tape to the back of signs. Also, with the low-cost improvements speed changes. Some mid-and-high-cost improvements are repaving roadways, adding intersection lighting and the enhancements of pedestrian crossings.

6. PUBLIC HEARINGS

6.1. (For possible action) Discussion regarding the Fiscal Year 2026/2027 final 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, explained the tentative revenue budget was $23.5 million and the final budget is just over $23.5 million. Director Carson continued to explain the proposed changes to the budget.

Councilman Joe Mendoza stated per NRS 281A420 I am required to disclose my conflicts of interest, since I am battalion Chief at North Lyon Fire, I'll be withdrawing my vote allowing the rest of the council to make that decision.

Motion: I MOVE TO APPROVE THE EXPENDITURE, THE ONETIME PAYMENT TO THE FIRE DEPARTMENT FOR $110,000 AND THAT NORTH LYON COUNTY FIRE PROTECTION DISTRICT. **Action:** Approve, **Moved by:** Councilman Hanan, **Seconded by:** Councilwoman Zoberski. **Vote:** Passed, **Summary:** Yes 3, Abstained 1. **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan. **Abstain:** Councilman Mendoza

Motion: I MOVE TO APPROVE THE REST OF THE BUDGET AS PRESENTED TONIGHT. **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

7. ORDINANCES

7.1. (For Possible Action) Introduction and first 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.

Michele Rambo, Planning Director, gave the first reading. The second will come back to Council on June 17th.

7.2. (Discussion and Possible Action) First reading of Bill #387 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 the Mayor and City Council.

Aaron Mouritsen, City Attorney, gave the first reading.

7.3. Discussion and Possible Action to Introduction Bill #384, an Ordinance modifying Fernley Municipal Code, Section 10, Business License regulations, updating definitions, adding an Event Organizer definition, removing the hobby crafter exemption.

Kim Swanson, City Clerk, gave the first reading.

8. RESOLUTIONS

8.1. Discussion and Possible Action to adopt Resolution 26-011, updating the Business License Fee Schedule by adding a special event organizer and updating the special event licensing process.

This item was pulled from the agenda and will be added to the future agenda.

8.2. Possible Action to adopt Resolution 26-010, adding in-coming and out-going fax service to the City Services Fee Schedule.

Kim Swanson, City Clerk, presented. There has been a noticeable increase of demand for fax services. The proposed fee is $1.50 for the first page and $1.00 for each page after.

Motion: I MOVE TO APPROVE RESOLUTION 20-010 ADDING FAX SERVICES TO THE CITY SERVICES FEE SCHEDULE. **Action:** Approve, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Joe Mendoza. **Vote:** Passed, **Summary:** Yes 4, **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza

8.3. Discussion and possible action to adopt Resolution 26-008 authorizing the City Staff to submit an application to the U.S. Department of Transportation for a Safe Streets and Roads for All FY 2026 Implementation Grant for pedestrian safety improvements along the US 95A corridor in the vicinity of Fernley High School,

Trisha Livingston, Grant Administrator presented. There is a grant opportunity from the U.S. Dept. of Transportation called the Safe Streets and Roads for All. They are soliciting grant applications for projects that prevent fatalities and serious injuries on our roads and streets that involve all users, including pedestrians, bicyclists, public transportation, motorists, and commercial vehicle operators. These projects can be planned in nature, infrastructure, and behavior and operational initiatives. The City of Fernley is eligible for planning for this funding. She suggested submitting an application that will complete the design and construction for a school zone at Fernley High School. Second would be to install pedestrian crossing at Royal Oaks Drive. The application is due May 26, 2026, and the award announcement deadline is December 2026. The estimated cost share is around $800,000 with a total of $4 million.

Motion: I MOVE TO APPROVE RESOLUTION 26008, AUTHORIZING THE CITY STAFF TO SUBMIT AN APPLICATION TO THE US DEPT OF TRANSPORTATION FOR SAFE STREETS AND ROADS FOR ALL FY2026 IMPLEMENTATION GRANT FOR PEDESTRIAN SAFETY IMPROVEMENTS ALONG THE US-95A CORRIDOR IN THE VICINITY OF FERNLEY HIGH SCHOOL. **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

9. STAFF REPORTS

9.1. (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.

Tricia Livingston Grant Administrator explained the American Planning Association's Urban Design and Preservation Division's Design and Preservation Rapid Assistance Team, is a pro bono program that will provide free planning assistance to local governments, this is not a grant application. She would like to apply for this to develop a site plan for the Fernley Out-of-Town Park. The responsibilities of the city would include staff time, dedication, community outreach, publicizing the partnership with DPRAT, community and stakeholder meetings and coordinating logistics of the virtual meetings and in person workshops. The financial implications are estimated at $5,250.00. If selected, this would start in the fall.

Motion: I MOVE TO APPROVE THE SUBMITTAL OF AN APPLICATION TO THE URBAN DESIGN AND PRESERVATION DIVISION DESIGN PRESERVATION RAPID ASSISTANCE TEAM FOR THE OUT-OF-TOWN PARK.

Action: Approve, Moved by: Councilman Torres, Seconded by: Councilman Hanan. Vote: Passed, Summary: Yes 4 Yes: Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza

9.2. Presentation by Brandi Jensen on the City of Fernley 25th Anniversary July 1st Celebration

Brandi Jensen gave a brief review of the City of Fernley's history.
For the 25th anniversary there were a few contests. Ms. Almeida Collins is the oldest resident and is 99 years old. Our second-place winner was Nadine Ruth Orberg Fuchs she is 93 years old.

For the photo contest, Dick Jackson won for a photo he took of the Fernley Depot when there was a historical reenactment. Mr. Jackson is also the second-place winner for having lived in Fernley the longest.

The longest combined years is Regina Bush. She is 90 years old and moved to Fernley at the age of 12. Next is Vicki McIntrye who was born here and has always lived here for 69 years.

9.3. (Discussion and Possible Action) to approve the commemorative 25th Anniversary statue and artwork to be temporarily installed at the Main Street Art Park for the July 1st 25th Anniversary unveiling ceremony, with future relocation to the roundabout site upon approval of the roundabout improvement plan.

Jessica Murdock, Community Development Program Manager, and April Homme, Executive Admin Assistant, presented. In May of 2025 council funds for the 25th anniversary in the amount of $100,000. David Spielberg, owner of Art & Bronze in Camario, California, could provide a rearing wild horse for $21,000.00. Twisted Steel from Fernley Nevada could provide a rock base, a bighorn sheep, an eagle with a wingspan, cowboy hat, stainless steel F's all the way around the sculpture. The cost for this would be $15,000 not to exceed $17,000.00.

Motion: I MOVE TO APPROVE THE COMMEMORATIVE 25TH ANNIVERSARY STATUTE AND ARTWORK TO BE TEMPORARILY INSTALLED AT THE MAIN STREET ART PARK FOR THE JULY 1ST, 25TH ANNIVERSARY UNVEILING CEREMONY WITH FUTURE RELOCATION TO THE ROUNDABOUT SITE UPON APPROVAL OF THE ROUNDABOUT IMPROVEMENT PLAN, WITH AN ITEM AMOUNT NOT TO EXCEED $17,000 FOR TWISTED STEEL. **Action:** Approve, **Moved by:** Councilman Torres, **Seconded by:** Councilman Hanan. **Vote:** Passed, **Summary:** Yes 4 **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza

10. PUBLIC FORUM

Debbie Skinner would like to see the new approved positions filled with outside applicants.

11. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 8:01 PM.

Approved by the Fernley City Council on August 5, 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

JUNE 3, 2026

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E McIntyre, Councilwoman Felicity Zoberski, Councilman Albert Torres, Councilman Ryan Hanan, Councilman Joe Mendoza. City Attorney Aaron Mouritsen, City Treasurer Robert Carson, HR Manager Mitzi Carter, Public Works Director Barry Willaims, Building Official Charity Birkel, Planning Director Michele Rambo, Engineering Director Salvador Pleitez, Senior Planner Treston Rodriguez, Acting City Manager Lydia Altick.

1.3. Public Forum

Tammi Dittman had concerns regarding the Title 16 code and suggested metering lights at the high school.

Guy Lane, a retired project manager, had concerns about installing the generators at Victory Logistics due to the noise level.

Jimmie Oaks was opposed to Title 16.

John Barchie was opposed to Title 16.

Ryan Cross was concerned about the proposed crosswalks near the high school.

1.4. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Approval) Approval of Business Licenses

Kim Swanson, City Clerk, read the business licenses into the record.

2.3. Discussion and possible approval of Professional Services Contract with Verus AEC for SCADA design and programming services. This project will provide a SCADA design, Bidding Services, Construction Management, Inspections and programming with commissioning services for the Wastewater Collections System, for the total cost of $369,722.00.

2.4. Possible Action to Approve the Will-Serve Request from Stor-All - Onsite improvements for 0.78 ERC's of water for Lyon County Parcel 021-132-64 located at 715 Hwy 95A, Fernley, NV 89408.

2.5. Discussion and possible action to approve a contract with Artistic Fence Co., Inc. for the Water Treatment Plant Main Gate Repair and Improvements. This project will repair the WTP main gates, provide new gate operators and improve the design of the gate to minimize future issues. The cost will be $44,984.00

2.6. Discussion and possible action to approve a contract with Raftelis in the amount not to exceed $70,380 for review of the proposed Fernley Power District Ordinance and working group report.

2.7. Discussion and possible action for approval of a contract with Jensen Engineering Inc. to provide design, bid services and construction management for the Water Treatment Plant, Generator Connection Project for an amount not to exceed $48,500.

2.8. Discussion and possible action to approve Change Order #1 on the construction of Ricci Tank 2. Cost of CO1 is in the amount of $37,956.00

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

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

Chief Deputy Brantingham gave an update from Lyon County Sheriff's Department. On June 1st deputies were dispatched to the 1600 block of Berger Road for reports of a shooting with a single victim. A 45-year-old male was pronounced deceased at the scene. Deputies quickly identified two suspects involved in the shooting. After a short saturation of the area, they were able to apprehend both suspects and obtain confessions. Lyon County Sheriffs has been coordinating with Human Services and BLM to work with the homeless encampment north of Truck-Inn. They started with an outreach program to get the people the resources for housing, drug counseling, mental health counseling, and job resources.

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

Acting City Manager Lydia Altick gave an update on the new city communication and the Microsoft Grant information, as well as the city craft fair.

Kim Swanson, City Clerk reminded the public about early voting this week and election day.

Mayor McIntyre reported he attended the Veteran's Memorial and then went to the CRRC with Senator Rosen. He attended the Level up the World event at Silverland Middle school and the Fernley Public Market. There were 41 adults and 22 children at the Mayor's Clean-up, and he gave special thanks to the Girl Scout Troop #553, Fernley High School students, Z Warrior Soccer organization, and the Sheriff's department for providing a work crew. He thanked the Lions Club and Pioneer Crossing casino for the donations and the city staff for giving up their weekends to support the city events.

Councilman Hanan reported on the 25th Anniversary. He attended a ribbon cutting for Driven Off-Road. Rotary club had Joe Heart as a guest and spoke a bit about the City of Fernley.

Councilman Torres gave an update about the FCTA grant. They will make funding decisions during the FCTA board meeting on Monday, June 15th. The Nevada League of City met with Governor Lombardo and Councilman Torres gave an update about the city.

4. PROCLAMATIONS BY THE MAYOR

None this month.

5. PRESENTATIONS

5.1. (For Possible Action) and discussion to accept the renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment of $475,899.68 with a deductible of $2,000.00 per claim from fiscal year 2026-2027 funds.

Tina Peterson with LP insurance presented alongside Wayne Carlson with Insurance pool.

A legal recess was taken from 6:01–6:16.

Motion: I MOVE TO TABLE THIS ITEM UNTIL NEXT MEETING. **Action:** Table, **Moved by:** Councilman Joe Mendoza, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Passed, **Summary:** Yes 4, **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza.

5.2. Presentation from Mendy Elliot from Summit Government Affairs regarding Nevada Assembly Bill 540 signed into law in 2025.

Mendy Elliott with Senior Partner at Summit Government Affairs presented stating this law was enacted in 2025 and it creates an attainable housing framework. The bill is specifically designed to serve households earning 150% area median income. One of the opportunities for Fernley residents is a first-time homebuyer program with down payment assistance. It was discussed and clarified with staff that the city would have to apply for the funds.

6. ORDINANCES

6.1. Possible action to revise Title 2, Chapter 8 of the Fernley Municipal Code to remove City Manager and add new evaluation requirements as follows:

Evaluations. The mayor shall evaluate the following positions once a year at a minimum.

1. **City Attorney**
2. **City Clerk**
3. **City Finance Director**
4. **Human Resources Manager**
5. **Chief Development Officer**
6. **Chief Operations Officer**

Evaluations will be conducted by the mayor with an evaluation form that has been approved by City Council. The Mayor shall solicit evaluations for these positions and consult the City Council evaluations in preparing his Final evaluation. The City Council evaluations will be public and subject to public record requests by the public. The mayor has the discretion but is not required to solicit peer review from the statutory employees, using an approved peer review form.

Aaron Mourtionson, City Attorney, gave the first reading.

6.2. (For Possible Action) Discussion and First 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.

Treston Rodriguez gave the first reading.

7. STAFF REPORTS

7.1. For discussion and possible approval of an amendment to the current Memorandum of Understanding between the City and Main Street Fernley to include coordinating the planning and design efforts for the Main Street Art Park.

Lowell Patton, Chairman of the board for Main Street Fernley stated this is a general description of what the city's responsibilities are for the park. The vision is to transform Main Street into a destination. The Art Park would be a community anchor and gathering place to improve tourism and make it a cultural destination.

Motion: I MOVE TO APPROVE THE AMENDMENT TO THE MOU BETWEEN MAIN STREET FERNLEY TO ENCOURAGE COOPERATION TO ADVANCE IMPROVEMENTS AT THE MAIN STREET ART PARK WITH A CAVEAT THAT MR. MERCHANT'S NAME SHOULD BE STRICKEN FROM THE DOCUMENT AND THE DIRECTOR OF THE PARKS OR FACILITIES SHALL BE THE POINT OF CONTACT. **Action:** Approve, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Joe Mendoza. **Vote:** Passed, **Summary:** Yes 4 **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza

8. PUBLIC FORUM

No public comment.

9. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 7:00 PM

Approved by the Fernley City Council on August 5, 2026 by a vote of:

AYES _____ NAYS:_____ ABSTENTIONS:_____ ABSENT:_____

_____ _____

Mayor Neal E. McIntyre ATTEST: City Clerk Kim Swanson

MINUTES OF THE

FERNLEY CITY COUNCIL

CODE ENFORECEMENT WORKSHOP

JUNE 4, 2026

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilwoman Felicity Zoberski, Councilman Albert Torres, Councilman Ryan Hanan. Acting City Manager Lydia Altick, City Clerk Kim Swanson, Admin Specialist II Rachael Goetz,
Absent: Councilman Joe Mendoza

1.3. Public Forum

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA AS PRESENTED. **Action:** Approve, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 3, **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan.

2. STAFF REPORTS

2.1. Presentation and discussion of the proposed Title 16 draft nuisance ordinance.

Beth Engbrecht presented the Title 16 Draft Nuisance Ordinance.

Mayor McIntyre opened Public Comment

Davy Sticks presented concerns on behalf of the community from a private meeting that was held last week. He stated the majority of the residents that were are that meeting are in attendance tonight to oppose the changes to Title 16.

John Barichie spoke in opposition to the changes to Title 16.

Mary Boano spoke in opposition to the changes to Title 16.

David Klawitter spoke in opposition to the changes to Title 16.

Tammi Dittman spoke in opposition to the changes to Title 16.

Dolores Oberg via Zoom spoke in opposition to the changes to Title 16.

Gary Oberg spoke in opposition to the changes to Title 16.

Dana Ulhorn spoke in opposition to the changes to Title 16.

Kelsey Brewer spoke in opposition to the changes to Title 16.

Grant Wilcock spoke in opposition to the changes to Title 16.

Kelly Robertson spoke in opposition to the changes to Title 16.

Nicole Guthrey spoke in opposition to the changes to Title 16.

Vicki Leigh spoke in opposition to the changes to Title 16.

Raymond Anima spoke in opposition to the changes to Title 16.

Forrest Tull spoke in opposition to the changes to Title 16.

Ken Sypher spoke in opposition to the changes to Title 16.

Jeff Mass spoke in opposition to the changes to Title 16.

Jerry Burns spoke in opposition to the changes to Title 16.

Jim Waltzen spoke in opposition to the changes to Title 16.

Louie Parale spoke in opposition to the changes to Title 16.

Kellie Flodman spoke in opposition to the changes to Title 16.

June Flores spoke in opposition to the changes to Title 16.

Travis Minor spoke in opposition to the changes to Title 16.

Tom Korka spoke in opposition to the changes to Title 16.

Mary Toller spoke in opposition to the changes to Title 16.

Judy Cable spoke in opposition to the changes to Title 16.

Jon Ringard spoke in opposition to the changes to Title 16.

Debbie Skinner spoke in opposition to the changes to Title 16.

Jim Kerr spoke in opposition to the changes to Title 16.

Teresa Morros spoke in opposition to the changes to Title 16.

Marty Hanna spoke in opposition to the changes to Title 16.

Mayor McIntyre thanked everyone for showing up and voicing their concerns regarding Title 16.

Councilman Torres stated he asked for this meeting and recognized the amount of time and effort City staff has put into this.

3. PUBLIC FORUM

John Barchie suggested tabling Title 16 tonight.

Tammi Dittman spoke in opposition to the changes to Title 16.

Marcia Walston stated she would like to see the workshops broken down by sections.

Debbie Skinner questioned if Saturdays Workshop will be the same format.
Greg Wilcox suggested organizing a volunteer group to help people in need of repairs and cleaning up.

4. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 8:08 PM

Approved by the Fernley City Council on August 5, 2026, 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 = 07/08/2026-07/28/2026

Business Name	DBA	Name	Business Tel	Occupation
Southwest Industrial Electric	S I E N	Evan Malm	323-255-6563	Electrical Contractor - #0087047
MS Construction		Mike Smith	775-741-4200	General Contractor - #0030016
Life Outside Landscape, LLC.	Life Outside Landscape & Ex	Jacob & Dena Nor	775-302-3275	Residential & commercial landscape construction
Pinuelas Construction LLC		Manuel Pinuelas	775-721-5354	General Contractor - #0093174
Solar Guys of Nevada		Andrew Rennie, Br	702-969-9274	Solar installations and sales - Contractor # 0091973
WildRoots Crystal Co.		Horizon Thayer &	831-440-6108	Gift Shop
David Cullum LLC		David Cullum	775-979-8911	Door to Door real estate sales and purchases
Western Steel Leasing, LLC		Kevin Raddatz	775-404-6388	Leasing of equipment and personal property
Fernley Equipment Rentals, LLC		Mary Kathleen Me	757-714-1072	Equipment and tool rentals
Biggs & Kids Market Inc	Grocery Outlet of Fernley	Dean & Sara Biggs	309-453-2833	Grocery Retail
Jungle Land Pets LLC		Jason Hansen	916-759-9025	Pet supplies
Monte Vista Consulting, Ltd.		Michael Vicks	775-636-7905	Civil engineering firm focusing on site improvement design
MST Surveying Inc		Michael Talonen	775-544-7817	Professional land surveying
L&L Handyman, LLC		Luis Rosas	775-379-1960	General home and mobile home repairs and maintenance
Pulido & Sons Construction		Doroteo Pulido	775-722-0006	Residential and small commercial general contracting-0042884

Grand Totals: 15

Report Criteria:
License.Status = "Active"
Business.Origination date = 07/08/2026-07/28/2026

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Aaron Mouritsen, City Attorney**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes: X	No:	Yes:X	No:	100-414-322

ACTION REQUESTED: Motion

AGENDA ITEM:

Possible Action to approve contract with Valley Collection Services, LLC, for collecting past-due utilities from Rockin T Trucking in the amount of $1,632.98.

AGENDA ITEM BRIEF:

Possible Action to approve contract with Valley Collection Services, LLC, for collecting past-due utilities from Rockin T Trucking in the amount of $1,632.98.

RECOMMENDED MOTION:

I move to approve the contract for collection services with Valley Collection Services, LLC.

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:

Collection action by the Utility Department since 2022 has been unsuccessful to date in collecting the past-due

utilities billed for services provided to Rockin T Trucking.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

Fifteen percent (15%) $244.95

ATTACHMENTS:

1. Fernley Contract - Valley Collection Svcs
2. Contract (Valley Collection Svcs)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

This contract is entered into by City of Fernley and Valley Collection Service, LLC. .

1. CONTRACT TERM. This Contract shall be effective from June 15, 2026 until collection action is complete.

2. SCOPE OF WORK AND CONSIDERATION. The parties agree that Contractor will provide the services specified: Collect past-due utility expenses involving Rockin T Trucking.

The City will pay the Contractor Fifteen percent (15%) of the past-due utility expenses for collection services.

3. ASSENT. The parties agree that any attachments are part of this Contract. The parties further agree the Contract provisions supersede any attachment provisions unless there is written evidence of mutual assent.

4. CONTRACT TERMINATION: A default or breach may be declared with or without termination. The following constitutes a default or breach: insolvency by or the Contractor's license is revoked; and/or failure of satisfactory performance within the time requirements.

5. LIMITED LIABILITY: Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply. 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.

6. 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. 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.

7. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged acts or omissions or misconduct of Contractor, its officers, employees and agents, but not excluding the City's right to participate.

8. INDEPENDENT CONTRACTOR: Contractor is associated with the City only for the purposes and to the extent specified in this Contract, Contractor is and shall be an independent contractor. 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. Neither Contractor, nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

9. LICENSES AND INSURANCE: Prior to the start of any work, Contractor must provide a Certificate of Insurance for General Liability coverage of $500,000.00, listed the City as an additional insured. Contractor shall also procure, pay for 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 agrees to be responsible for payment for obligations not paid by its subcontractors during performance of this Contract.

10. 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.

11. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract 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 Contract unenforceable.

12. ASSIGNMENT/DELEGATION. Contractor shall not assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the City.

13. PUBLIC RECORDS. Information or documents received from Contractor may be open to public inspection and copying.

14. 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.

15. 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."

16. GOVERNING LAW; JURISDICTION. This Contract shall be governed by, and construed according to, the laws of the State of Nevada. The parties hereby consent to jurisdiction in Nevada courts.

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CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

17. <u>ACKNOWLEDGMENT, EXECUTION & PROPER AUTHORITY</u>. 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.

Date:_____

VALLEY COLLECTION SERVICES, LLC.

By: _____

Title: _____

PO Box 10130
Glendale, AZ 85318
Phone: 623.931.4325 or
800.244.9665 ext 216
Direct: 623.299.9111
Fax: 623.934.4041

Date:_____

CITY OF FERNLEY

_____
Aaron Mouritsen, City Attorney

_____
City Clerk, City of Fernley

_____
Mayor, City of Fernley

VALLEY COLLECTION SERVICE, LLC

8811 North 51st Avenue; Suite 102
GLENDALE, AZ 85302
PO BOX 10130 GLENDALE, AZ 85318
(623) 931-4325 (623) 934-4041 FAX

Conditions for accepting accounts from the **City of Fernley** hereinafter referred to as the "client" to Valley Collection Service, LLC hereinafter referred to as the "agency".

Accounts will be accepted for collections for any amount as long as the most recent date of prior payment or of service is within the statutory period. Accounts may be accepted through any medium, including computer disk, e-mail, computer printout, manually prepared records or other computer technology.

The commission fee is **15%** for any accounts assigned to the agency regardless of the amount of the account whether paid to VCS or the CLIENT. This amount can be added on to the amount assigned to the agency with the approval of the client when the terms of the collection fee added are included in City ordinance.

The Agency shall implement through collection, procedures to achieve a maximum recovery of debt. These procedures shall include telephone calls, mail efforts and skip tracing procedures whenever necessary. Information concerning a delinquent debtor may be released to a credit bureau or other third parties, if applicable, unless such release would be contrary to the privacy rights of certain debtors as expressed in the federal and state laws.

Legal action can be taken when all other collection efforts fail. Such action will be taken on accounts over $5,000.00 only. **HOWEVER, SUCH ACTION WILL BE TAKEN ONLY UPON RECEIPT OF WRITTEN AUTHORIZATION FROM THE CLIENT IN EACH SPECIFIC INSTANCE.**

In the event of legal action being authorized, the Court costs (i.e.), the filing fee, and service or process for the suit are advanced by the Agency and will be deducted from the favorable judgment awarded by the Court. Attorney's fee will be paid by the Agency and, if collected, will be retained by the Agency after the recoupment of the costs, principal and Agency contingency fee.

However, should the Court rule in favor of the debtor because the creditor (client) failed to appear at the hearing to prove a claim against the debtor, any legal fee incurred by the Agency shall be paid by the client.

In the event agency does not file suit within 120 days of suit authorization, the Client, at its sole option, may recall the account from the Agency and Agency shall cease further collection action on the account.

The Agency is an independent contractor under this agreement and shall be liable for its own actions and those of its employees in connection with this agreement. The Agency agrees to hold the **City of Fernley** its officials and employees, harmless from Agency's negligence, errors or omissions or those of its employees, and agrees to defend and indemnify the **City of Fernley** its officials and employees for the same.

The Agency will provide, each month, a computerized report showing the amount collected on each debt during the previous month. A check for the amount due the client will be transmitted at that time.

The Agency will refer to the client any written appeal received from a debtor and will withhold further Collection efforts on that account until a written response is provided by the client.

Accounts are assigned to the Agency for the duration of the statute of limitations period. Accounts may be canceled after that period if the Agency is given 60 days notice in writing, except when the account is being paid, in the process of being paid, or has been authorized for legal action.

Collection fee is only due to the agency after payment is made on an individual account. The client is not responsible to pay any fees at assignment. The only way that the agency is due a payment is after an account holder has made a payment on the delinquent account to either the agency or the client.

All payments must be reported to Valley Collection Service, LLC promptly. Any bill sent to client for commission due must be paid to the agency within 30 days after receipt.

I HAVE READ THE ABOVE AND AGREE TO THE RATES AND CONDITIONS:

***SIGNED*_____*DATE*_____**

***CLIENT NAME AND PHONE*_____**

***CLIENT ADDRESS*_____**

VALLEY COLLECTION SERVICE, LLC _____ DATE_____

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 2026

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

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:X	No:	510-840-426

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve the award of the 2026-2028 Water Treatment Plant Residuals Solids Removal Contract to Marshall's Sanitation Service LLC in amount not to exceed $0.48 per gallon.

AGENDA ITEM BRIEF:

This is a contract to pick up and dispose of residual solids from the Water Treatment Plant. To allow for more accurate budgeting, the City prefers that prices are locked in and renewed on a biennial basis. This contract was advertised for bid in accordance with NRS.

RECOMMENDED MOTION:

"I move to approve the award of the 2026-2028 Water Treatment Plant Residuals Solids Removal Contract to Marshall's Sanitation Service LLC in amount not to exceed $0.48 per gallon".

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny the contract award and provide staff with further direction.

BACKGROUND:

This is a biennial contract award for the removal of residuals from the City of Fernley Water Treatment Plant. The scope of this contract will include vacuuming the residuals out of holding tanks at the Water Treatment Plant and hauling the liquid containing approximately 2% solids to a State of Nevada approved Landfill for disposal. Marshall's Sanitation Service LLC will handle all permitting and costs associated with disposal (dump fees, environmental fees, etc.) which is included in their all-inclusive per gallon bid price of $0.48 per gallon.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.045 Advertisements or Requests for Bid on Contract.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Residual Solids Bid Tab 6-22-26
2. Marshalls Submittal
3. 2026-2028 Biennial WTP RESIDUALS BID PACKET_

AARON RECORDING OZZIE OPENING

2026-2028 Biennial Water Treatment Plant Residual Removal
City of Fernley – Utilities Department
Bid Opening June 22, 2026 – 2:00 p.m.

Name of Bidder	Sub-Contractors	Major Material Suppliers	Required Documents	Total Base Bid
MARSHALLS			☒ Bid Form ☐ Proposed Suppliers ☐ Bid Bond ☐ Nevada Contractors License ☐ Proposed Subs ☒ Copy of Nevada State Business License ☒ Addenda 1 ☒ Qualification Statement ☐ Pref. Bidder ☐	.48
			☐ Bid Form ☐ Proposed Suppliers ☐ Bid Bond ☐ Nevada Contractors License ☐ Proposed Subs ☐ Copy of Nevada State Business License ☐ Addenda 1 ☐ Qualification Statement ☐ Pref. Bidder ☐	
			☐ Bid Form ☐ Proposed Suppliers ☐ Bid Bond ☐ Nevada Contractors License ☐ Proposed Subs ☐ Copy of Nevada State Business License ☐ Addenda 1 ☐ Qualification Statement ☐ Pref. Bidder ☐	
			☐ Bid Form ☐ Proposed Suppliers ☐ Bid Bond ☐ Nevada Contractors License ☐ Proposed Subs ☐ Copy of Nevada State Business License ☐ Addenda 1 ☐ Qualification Statement ☐ Pref. Bidder ☐	
			☐ Bid Form ☐ Proposed Suppliers ☐ Bid Bond ☐ Nevada Contractors License ☐ Proposed Subs ☐ Copy of Nevada State Business License ☐ Addenda 1 ☐ Qualification Statement ☐ Pref. Bidder ☐	

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 Board and/or it authorized Representative.

Monday June 22, 2026
2:00pm

WATER TREATMENT PLANT RESIDUAL REMOVAL CONTRACT

BID OPENING: June 22, 2026, at 2:00P.M.

To Supply Service from July 1, 2026 – June 30, 2028

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ADVERTISEMENT FOR PROPOSALS

For CITY OF FERNLEY (OWNER):

Sealed bids will be received by the City of Fernley Utilities Department for the 2026-2028 Biennial Water Treatment Plant Residual Removal Contract. Sealed bids will be received by the City of Fernley Utilities Department at **595 Silver Lace Blvd., Fernley, NV 89408, until 2:00 PM on June 22, 2026**, at which time bids will be publicly opened and read aloud.

The Scope of Work consists of loading, transportation, and disposal of residual solids generated during the drinking water treatment process, containing approximately 2.0% total suspended solids from the City of Fernley Water Treatment Plant located at 1315 Mesa Drive, Fernley, Nevada.

No laboratory data will be provided as part of this bid. Contractors shall coordinate with the City of Fernley Utilities Department to access the site for the purpose of collecting samples prior to proposal submittal. Bidders shall be responsible for all sampling, testing, and analysis necessary to prepare their bid. Sampling shall be coordinated in advance with the City of Fernley Utilities Department.

Bidders must have the ability to vacuum residual solids from holding tanks using a contractor-supplied flex hose capable of connecting to the facility's three-inch female quick coupler.

Bids shall be submitted on a per-gallon basis. Pricing shall include all costs associated with loading, transportation, disposal, labor, equipment, and any applicable fees. No additional, incidental, or miscellaneous charges will be accepted.

This material is classified as non-hazardous and originates from a drinking water treatment facility. The contractor shall be solely responsible for the proper handling, transportation, and disposal of all materials in accordance with all applicable federal, state, and local laws and regulations. The City of Fernley does not designate or provide a disposal location. The contractor shall ensure that all disposal practices comply with regulatory requirements and permitted facilities. The contractor shall be responsible for obtaining any necessary permits, as well as any sampling, testing, or analysis required for transportation and disposal. The City makes no representations regarding the composition of the material beyond what is described herein.

No proposal will be accepted from a Contractor who is not 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.

Required bid documents are identified in the bid package. Failure to submit required documents may result in the bid being deemed non-responsive and rejected by the City.

Terms and conditions regarding this proposal as well as bid packages may be obtained from the City of Fernley Utilities Department by calling 775-784-9932 or by email upon request.

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

INFORMATION FOR BIDDERS

1. PREPARATION OF BID:

a. Bidders are expected to examine the specifications and all instructions. Failure to do so will be at the bidder's risk.

b. Any irregularities or lack of clarity in the invitation should be brought to the attention of the Public Works Department as soon as possible so that corrective addenda may be furnished to all bidders.

c. 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 been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, bidder or potential bidder. Complementary bids are illegal and prohibited.

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 acknowledged 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 post marked after the bid date, will NOT be considered.

c. The following documents shall be submitted with the bid package at the time of bid opening: Bid Form, Copy of Nevada Contractor's License (is applicable), Copy of Nevada State Business License, Qualification Statement, Acknowledgement of All Addenda Issued, Nevada Local Government Purchasing Preference Affidavit (if claiming preference).

d. Any questions regarding the bid shall be submitted no later than 5 business days prior to the bid submission deadline.

Failure to submit the required documents shall result in the bid being deemed non-responsive and rejected by the City.

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

Scope of Work
The scope of work consists of the loading, transportation, and disposal of residual solids generated during the drinking water treatment process, containing approximately 2.0% suspended solids, from the City of Fernley Water Treatment Plant located at 1315 Mesa Drive, Fernley Nevada.

The Contractor shall be solely responsible for the proper handling, transportation, and disposal of all materials in accordance with all applicable federal, state, and local laws and regulations. The City of Fernley does not designate or provide a disposal location.

Material Characteristics
The specific constituents contained in the suspended solids are classified as non-hazardous. The Contractor shall be responsible for any sampling, testing, or analysis required for transportation and disposal in accordance with applicable regulations.

Equipment and Access Requirements
Bidders must have the ability to vacuum residual solids from holding tanks using a contractor supplied flex hose capable of attaching to the facility's three-inch female quick coupler.

Spill Responsibility
Any spills requiring cleanup, as determined by City Staff, caused by either the Contractor's equipment or operations shall be the sole responsibility of the Contractor to resolve.

Permits, Fees, and Compliance
Al fees and charges associated with transportation and disposal shall be borne by the Contractor. The Contractor shall obtain all necessary permits and approvals from all applicable federal, state, and local jurisdictions.

All coordination regarding disposal requirements shall be the responsibility of the Contractor. The Contractor shall be solely responsible for meeting all disposal facility requirements, including any required sampling, testing analysis, and permitting. The City of Fernley does not assume responsibility from disposal facility requirements.

Estimated Quantities
The anticipated waste hauling for this contract is estimated to be approximately 400,000 gallons annually. Volume will vary based on water demand.

Pricing and Service Requirements
The City of Fernley is requesting proposals on a per-gallon basis. Submissions shall include all costs associated with loading, transportation, disposal, labor, equipment, and any applicable fees. No additional, incidental, or miscellaneous charges will be accepted.

Haul requests will be placed by Water Treatment Plant Staff when residual solids to be removed are not less than approximately 70,000 gallons. The Contractor shall begin hauling within a timeframe

agreed upon with the Water Treatment Plan Staff. Hauling shall not be delayed without justifiable cause, and any delays shall be coordinated with Water Treatment Plant Staff.

Work Schedule
Residual solids will be required to be removed from the treatment plant Monday through Friday between the hours of 6:30 AM and 2:00 PM, excluding holidays.

Site Access
Water Treatment Plant site visits to inspect connection requirements and review available data on current residual solids may be arranged during the bid period by contacting the City of Fernley Utilities Department.

BID TABLE

Bid price shall be submitted on a per-gallon basis. All costs, including loading, transportation, disposal, labor, equipment, permits, and fees, shall be included in the price per gallon bid.
$ .48 per gallon fourty-eight cent per gallon

No additional or separate charges will be accepted outside of the submitted unit price.

Residual solids to be hauled under this contract are not classified as hazardous materials by the U.S. Department of Transportation.

MARSHALL'S SANITATION SERVICES, LLC.

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:

mary@mrsseptic.com Marshall's Sanitation Services LLC
PO Box 403, FALLON, NV 89407

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

2. **CONTRACTOR'S SERVICES:**

   a. **Description of Services.**

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

      ii. **Standard Of Care.** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this agreement Contractor shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor Cooperation with City. Contractor agrees that its officers, associates, employees and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

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

3. REQUIRED APPROVALCOMPENSATION AND TERMS OF PAYMENT:

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

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

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

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

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

If to the City:
City Manager
City of Fernley
595 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. **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 1 DAY OF JULY, 2026 to THE 30 DAY OF JUNE, 2028 and requests that an

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

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

COF CTR

b. **Professional Liability Insurance.**

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

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

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

c. **General Requirements.**

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

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

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

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

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

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

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

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

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

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

iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu

of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

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

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

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

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

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

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

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

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

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

    c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race,

national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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

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

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

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

25. **INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent

that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.

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

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

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

29. **INTERPRETATION OF AGREEMENT:** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

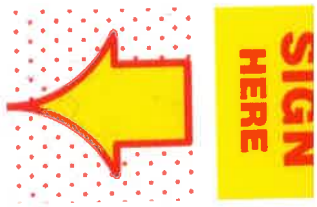
CITY OF FERNLEY

_____

Mayor, City of Fernley Date

_____

City Clerk, City of Fernley Date



Approved as to form:

_____

City Attorney, City of Fernley Date

Originating Department:

_____

Department Head Date

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: mary marshall

TITLE: owner

FIRM: marshall's sanitation Services LLC

BUSINESS LICENSE #: NV20201931310

Address: P.O Box 403

City: Fallon State: NV Zip Code: 89407

Telephone: 775428-1208 Fax #:

E-mail Address: mary marshall

(Signature of Contractor)

City of Fernley
Utilities Department

Water Distribution
Water Treatment
Wastewater Treatment
Wastewater Collections
Utilities Engineering
Utilities Billing

CITY OF FERNLEY
UTILITIES DEPARTMENT

ADDENDUM NO. 1

Project: Biennial Water Treatment Plant Residual Removal Contract

Date: June 12, 2026

This Addendum forms a part of the Contract Documents and modifies the original Bid Documents dated May 2026. Bidders shall acknowledge receipt of this Addendum n the Bid Form and include the acknowledgment with their bid submission.

Questions and Responses

Q1: Is the contract subject to prevailing wage requirements?

A1: No. This solicitation is for residual solids removal services and is not subject to Nevada prevailing wage requirements.

Q2: Will the City accept scanned or electronically applied signatures on bid documents?

A2: Yes. Scanned or electronically applied signatures on bid documents will be accepted. However, bidders must submit a sealed hard-copy bid package in accordance with the solicitation requirements.

Q3: Who is the current contract holder?

A3: The current contract holder is Marshall's Septic Care.

All other terms, conditions, specifications, and requirements of the original solicitation remain unchanged.

END OF ADDENDUM NO. 1

MARSHALL'S SANITATION SERVICES, LLC.

595 Silver Lace Boulevard Fernley, NV 89408 (775) 784-9932

City of Fernley
Utilities Department

Water Distribution
Water Treatment
Wastewater Treatment
Wastewater Collections
Utilities Engineering
Utilities Billing

CITY OF FERNLEY
UTILITIES DEPARTMENT

ADDENDUM NO. 2

Project: Biennial Water Treatment Plant Residual Removal Contract

Date: June 12, 2026

This Addendum forms a part of the Contract Documents and modifies the original Bid Documents dated May 2026. Bidders shall acknowledge receipt of this Addendum in the Bid Form and include the acknowledgment with their bid submission.

NOTICE TO BIDDERS

All questions regarding the solicitation must be submitted no later than 5:00 PM on Monday, June 15, 2026.

No additional questions will be accepted after this deadline.

A final addendum containing any clarifications, revisions, or responses deemed necessary by the City will be issued on Tuesday, June 16, 2026.

All other terms, conditions, specifications, and requirements of the original solicitation remain unchanged.

END OF ADDENDUM NO. 2

MARSHALL'S SANITATION SERVICES, LLC.

595 Silver Lace Boulevard Fernley, NV 89408 (775) 784-9932

City of Fernley
Utilities Department

Water Distribution
Water Treatment
Wastewater Treatment
Wastewater Collections
Utilities Engineering
Utilities Billing

CITY OF FERNLEY
UTILITITES DEPARTMENT

ADDENDUM NO. 3

Project: Biennial Water Treatment Plant Residual Removal Contract

Date: June 16, 2026

This addendum forms as part of the Contract Documents and shall be acknowledged by all bidders.

Questions and Responses

Q: What is the value of this contract?

A: The current contract is based on a unit price of $0.39 per gallon removed. The City has not established a guaranteed quantity, annual spend amount, or not-to-exceed value for this solicitation.

Q: Can the City provide the three most recent invoices?

A: The three most recent invoices are attached for informational purposes.

Q: For the local preference, is a state-issued certificate required, or is a local project affidavit sufficient? If a local project affidavit is required, can the City provide the affidavit form?

A: Regarding local preference eligibility and documentation requirements, bidders should review the applicable provisions of Nevada Revised Statutes (NRS). The City cannot make determinations regarding a bidder's eligibility for local preference. Bidders are responsible for determining eligibility and submitting any required documentation with their bid.

Q: What is the timeframe that a cleanout is expected to be completed once it is started?

A: Approximately 1 week.

SOP MIT proof of city

MARSHALL'S SANITATION SERVICES, LLC.

Q: The RFP states that cleanouts will be scheduled when there is a minimum of 70,000 gallons. What is the typical volume to be removed per callout?

A: The minimum anticipated volume for scheduling a cleanout is approximately 70,000 gallons. Actual volumes may vary.

Q: How many callouts were there in 2025 and 2026?

A: Approximately 11 callouts occur annually; however, service frequency may fluctuate based on operational needs and seasonal conditions.

Q: Can the City provide a plan holder list?

A: The City does not maintain a plan holders list.

Q: Can a bid due date extension be considered to allow time for analytical testing?

A: No. The bid due date remains unchanged.

WORK SCHEDULE

The following language is added to the Work Schedule:

Due to operational requirements, priority scheduling and removal of solids by the Contractor is necessary. A minimum of one (1) week notice will be given to the Contractor by the City. If the Contractor is unable to schedule and remove the solids from the tanks, then an emergency removal service will be obtained, and the ensuing invoice will be paid by the Contractor that was unable to meet the schedule request.

This Addendum No. 3 shall serve as the final addendum for this solicitation. No additional questions will be accepted.

END OF ADDENDUM NO. 3

MARSHALL'S SANITATION SERVICES, LLC.

Marshall's Septic Care
PO Box 403
Fallon, NV 89407
(775) 428-1208
books@mscseptic.com
Tax ID: 85-3722967

Invoice #	I30588
Invoice Date	Apr 1, 2026
Billing Period	--
Due Date	May 1, 2026
Invoice Amount	$24,244.35

Invoice To:

City Of Fernley
595 Silver Lace Boulevard,
Fernley, NV 89408

Customer ID	PO #	Rental #	Pay Online ID	Clerk	Terms
C3379		---	6zp549G3	SS	Net 30

Site: Fernley Water Treatment Plant, 1315 Mesa Dr Fernley, NV 89408

Line #	Service	Tax Code	Rate	Qty.	Amount
1	Commercial Tanks		$0.39	62165	$24,244.35

Invoice Subtotal	$24,244.35
Invoice Total	$24,244.35

Thank you!

To pay securely online, go to app.servicecore.com/payment. Enter your Customer ID: C3379 and your Pay Online ID: 6zp549G3 then click Submit. Enter your payment info and click Pay. That's it!

4.5% Surcharge Will Be Added to All Credit Card Transactions

Detach and return (#9 envelope)

City Of Fernley
595 Silver Lace Boulevard,
Fernley, NV 89408

Customer ID #	C3379
Invoice #	I30588
Invoice Date	Apr 1, 2026
Billing Period	--
Due Date	May 1, 2026
Invoice Total	$24,244.35
Payments	($0.00)
Invoice Due	$24,244.35

Remit To:

Marshall's Septic Care
PO Box 403
Fallon, NV 89407

MARSHALLS SANITATION SERVICES, LLC

Marshall's Septic Care
PO Box 403
Fallon, NV 89407
(775) 428-1208
books@mscseptic.com
Tax ID: 85-3722967

Invoice #	I31589
Invoice Date	May 22, 2026
Billing Period	--
Due Date	Jun 21, 2026
Invoice Amount	$28,383.42

Invoice To:

City Of Fernley
595 Silver Lace Boulevard,
Fernley, NV 89408

Customer ID	PO #	Rental #	Pay Online ID	Clerk	Terms
C3379		---	NELuK8Gr	SS	Net 30

Site: Fernley Water Treatment Plant, 1315 Mesa Dr Fernley, NV 89408

Line #	Service	Tax Code	Rate	Qty.	Amount
1	Commercial Tanks		$0.39	72778	$28,383.42

Invoice Subtotal	$28,383.42
Invoice Total	$28,383.42

Thank you!

To pay securely online, go to app.servicecore.com/payment. Enter your Customer ID: C3379 and your Pay Online ID: NELuK8Gr then click Submit. Enter your payment info and click Pay. That's it!

4.5% Surcharge Will Be Added to All Credit Card Transactions

Detach and return (#9 envelope)

City Of Fernley
595 Silver Lace Boulevard,
Fernley, NV 89408

Customer ID #	C3379
Invoice #	I31589
Invoice Date	May 22, 2026
Billing Period	--
Due Date	Jun 21, 2026
Invoice Total	$28,383.42
Payments	($0.00)
Invoice Due	$28,383.42

Remit To:

Marshall's Septic Care
PO Box 403
Fallon, NV 89407

MARSHALL'S SANITATION SERVICES, LLC.

Marshall's Septic Care
PO Box 403
Fallon, NV 89407
(775) 428-1208
books@mscseptic.com
Tax ID: 85-3722967

Invoice #	I31592
Invoice Date	May 22, 2026
Billing Period	--
Due Date	Jun 21, 2026
Invoice Amount	$32,632.08

Invoice To:

City Of Fernley
595 Silver Lace Boulevard,
Fernley, NV 89408

Customer ID	PO #	Rental #	Pay Online ID	Clerk	Terms
C3379		---	Iq9mMc55	SS	Net 30

Site: Fernley Water Treatment Plant, 1315 Mesa Dr Fernley, NV 89408

Line #	Service	Tax Code	Rate	Qty.	Amount
1	Commercial Tanks		$0.39	83672	$32,632.08

Invoice Subtotal	$32,632.08
Invoice Total	$32,632.08

Thank you!

To pay securely online, go to app.servicecore.com/payment. Enter your Customer ID: C3379 and your Pay Online ID: Iq9mMc55 then click Submit. Enter your payment info and click Pay. That's it!

A 3% Surcharge Will Be Added to All Credit Card Transactions

Detach and return (#9 envelope)

City Of Fernley
595 Silver Lace Boulevard,
Fernley, NV 89408

Customer ID #	C3379
Invoice #	I31592
Invoice Date	May 22, 2026
Billing Period	--
Due Date	Jun 21, 2026
Invoice Total	$32,632.08
Payments	($0.00)
Invoice Due	$32,632.08

Remit To:

Marshall's Septic Care
PO Box 403
Fallon, NV 89407

MARSHALL'S SANITATION SERVICES, LLC.

Marshall's Sanitation Services LLC

Proff of eligibility, required documentation

SECTION A

A.1. INTRODUCTION

A.1.1. The Permittee, 2nd Chance Farm, proposes to evaporate potato wash water from Clean Dried Processing, Inc. using an evaporation pond at a site located between Fernley and Fallon in Churchill County, Nevada. The size of the pond is 2 acres and will be double lined with leak detection.
Minor Modification April 2022:
a. A limit of 70 lbs. of BOD5 per day was added to the permit for odor control.
b. As long as the permit holder meets the limits of the permit, the permit holder has the option to discharge these additional sources of water to the evaporation pond:
1. Fernley Water Treatment Plant backwash water.
2. Calamity EQ water from the milk plant in Fallon.
3. Fruit juice from Continuum Solutions in Minden.

A.2. EFFLUENT LIMITATIONS

A.2.1. There shall be no discharge from the facility property except as authorized by this permit.

A.2.2. There shall be no discharge of substances that would cause or contribute to an exceedance of water quality standards.

A.2.3. During the period beginning on the effective date of this permit, and lasting until the permit expires, the Permittee is authorized to:

To operate an evaporation pond.

Samples and measurements taken in compliance with the monitoring requirements specified below shall be taken at:

Sample Location	Location Type	Location Name
LD1	Internal Outfall	LEAK DETECTION FOR POND
PO1	Surface Disposal Site	LINED POND

A.2.4. **Water Quality Standards:** There shall be no discharge of substances that would cause the groundwater quality to degrade below drinking water standards.

A.2.5. **Visibility Parameters:** There shall be no discharge of floating solids or visible foam in other than trace amounts.

A.2.6. **Solid Waste Management:** All solid, toxic, or hazardous waste shall be properly handled and disposed of pursuant to applicable laws and regulations. Any sludge generated during this operation shall be characterized and disposed of in accordance with local, State, and Federal regulations.

A.2.7. **Presumption of Possession and Compliance:** Copies of this permit, any subsequent modifications, and the O&M Manual shall be maintained at the permitted facility at all times.

A.2.8. **Records Retention:** All records and information resulting from the monitoring activities

City of Fernley logo

City of Fernley
Utilities Department

Water Distribution
Water Treatment
Wastewater Treatment
Wastewater Collections
Utilities Engineering
Utilities Billing

Addendum No. 4

Biennial Water Treatment Plant Residual Removal Contract

CITY OF FERNLEY
UTILITIES DEPARTMENT

ADDENDUM NO. 4

Project: Biennial Water Treatment Plant Residual Removal Contract

Date: June 17, 2026

The City of Fernley hereby provides the following clarification regarding this solicitation:

This solicitation is for residual solids removal services and is a service contract governed by NRS Chapter 332. This solicitation is not a public works construction project. Therefore, prevailing wage requirements do not apply to this contract.

This Addendum forms part of the Contract Documents and shall be acknowledged by all bidders.

END OF ADDENDUM NO. 4

MARSHALL'S SANITATION SERVICES, LLC.
595 Silver Lace Boulevard Fernley, NV 89408 (775) 784-9932

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

MARSHALL'S SANITATION SERVICES LLC

Nevada Business Identification # NV20201931310
Expiration Date: 11/30/2026

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.
Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.
License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 11/07/2025.

FVAguilar

FRANCISCO V. AGUILAR
Secretary of State

Certificate Number: B202511076254298
You may verify this certificate online at https://www.nvsilverflume.gov/home

MARSHALL'S SANITATION SERVICES, LLC

MARSH-1 OP ID: AM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 775-423-6501 E.H. Hursh, Inc. 295 S. Maine Street Fallon, NV 89406 Christopher W. Rogne, CIC	CONTACT NAME: Christopher W. Rogne, CIC PHONE (A/C, No, Ext): 775-423-6501 FAX (A/C, No): 775-423-7539 E-MAIL ADDRESS: christopher@ehhursh.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Financial Pacific — 31453
INSURED Marshall's Sanitation Services LLC dba: Marshall's Septic Care 4250 Reno Hwy Fallon, NV 89406	INSURER B : Markel Insurance Company — 38970
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	10086530225	02/22/2026	02/22/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	10040070325	02/22/2026	02/22/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) UM/UIM	$ 1,000,000 $ $ $ $ 1,000,000
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			10086530225(FOLLOWS FORM)	02/22/2026	02/22/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	MWC0100560-10	09/30/2025	09/30/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured for General Liability and Auto Liability per the attached endorsement. Primary and Non-Contributory. Waiver of Subrogation as respects Worker's Compensation per the attached endorsement.
Biennial Water Treatment Plant Residual Removal Contract

CERTIFICATE HOLDER CITYO-2

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Christopher W. Rogne, CIC

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Marshall's Sanitation Services, LLC

POLICY NUMBER: CG 20 10R 12 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (WITH LIMITED COMPLETED OPERATIONS COVERAGE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC

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MARSHALLS SANITATION SERVICES, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

COVERAGE INDEX

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The COVERAGE INDEX set forth above is informational only and grants no coverage.
Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

MARSHALL'S SANITATION SERVICES, LLC.

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph **A. Coverage** at **1. Who Is An Insured** is amended to include the following:

(Broad Form Insured)

d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(1) That is a joint venture or partnership,

(2) That is an "insured" under any other policy,

(3) That has exhausted its Limits of Insurance under any other policy, or

(4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

(1) Currently in effect or becoming effective during the term of this policy; and

(2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and **(4)** are replaced by the following:

(Bail Bond Coverage)

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to $500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;

c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or

d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

a. For private passenger type vehicles we will pay up to $100 per disablement.

b. For all other covered "auto's" we will pay up to $500 per disablement

However, the labor must be performed at the place of disablement.

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

a. Transportation Expenses is amended to provide the following limits:

We will pay up to $60 per day to a maximum of $1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions:**

(Extra Expense – Theft)

c. Theft Recovery Expense

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is $5,000.

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

(1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.

(2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or

(b) 30 days.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or

(b) $75 per day.

(c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

(d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

We will pay up to $500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)

g. Locksmith Coverage

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at **1.b.** is amended to provide the following limits:

b. Limits of $1,000 per "loss" is increased to $5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance is amended by adding the following language:

4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of $500 for early termination fees or penalties on the lease or loan for a covered"auto" less:
   a. The amount paid under the Physical Damage Coverage Section of the policy; and
   b. Any:
      (1) Overdue lease / loan payments at the time of the "loss";
      (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
      (3) Security deposits not returned by the lessor;
      (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      (5) Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss:**

d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:

(1) You, if you are an individual;

(2) Any partner or insurance manager if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation;

(4) Your members, managers or insurance manager, if you are a limited liability company; or

(5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, the following is added to **2. Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance Paragraph **5.b.** is replaced by the following:

b. **(1)** For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:

(a) Any Covered "auto" you lease, hire, rent or borrow; and

(b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

(a) $75,000 per accident, or

(b) actual cash value at the time of loss, or

(c) cost of repair.

Minus a $500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) **Definitions For This Section**

(a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.

(b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under **SECTION V – DEFINITIONS, C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under **CANCELLATION,** of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 09/30/2025 Policy No. MWC0100560-10 Endorsement No.

Insured: Marshall's Sanitation Services, LLC Premium $(See Attached)

Insurance Company: Markel Insurance Company Countersigned by _____

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MARSHALL'S SANITATION SERVICES, LLC.

Marshall's Sanitation Service LLC dba
Marshall's Septic Care
4250 Reno Hwy Fallon, NV 89406
P.O. Box 403, Fallon, NV 89407
Tel(775) 426-1200 Mobile: (775) 427-9603 E-mail: Mary@mscseptic.com

State of Nevada Business License No. NV20201931310

City of Fernley Business License No. BL15-46654

EPA Permit No. CH-17-11355

DOT No. 2835822

Duns No. 048691900

Cage No. 87D26

NAICS Code: 562991, 562998, 237110,484230, 562119, 561720

Disposal site approval: 2nd Chance Farm Permit No. NS2020504

Statement of Qualifications

Marshall's Septic Care began in 2013 as a septic and grease trap company excited to meet the community's needs. Since then, we have had the opportunity to grow organically, reorganize. and service our communities in several other ways. We strive to ensure all state and federal regulations are met, from removal to disposal, cleanly and effectively. With every job, we renew our commitment to provide companies with the most thorough, safe, and cost-effective solutions for disposal and transportation of their liquid non-hazardous waste management needs. Marshall's Septic Care has 5 trucks with a combined capability of transporting 17,000 gallons. Marshall's Septic Care has had the opportunity to haul bulk non-hazard waste for the following Clients:

City of Fernley (we have the current contract now)
Dairy Farmers of America
Clean Dried Processing Inc.
BHI Company (Maverick)
Tri General Improvement District
SPB Utility Services
City of Fallon
Fallon Paiute- Shoshone Tribe Wastewater Treatment Plant
CB&I Storage Tank Solutions, LLC
Premier Magnesia, LLC
New Millennium Building Systems, LLC
Middlegate Station
Coeur Rochester SNC
Pyramid Lake Paiute Tribe
Kennametal Inc.
Churchill County Facilities Park & Recreation
Ormat Nevada Inc.
Defense Base Services, Inc.
Nevada Department of Transportation Elko
Nevada Department of Transportation Winnemucca
Pioneer Crossing Casino
Northern Region, Nevada State Parks: Dayton, Washoe, Lahontan
R & M Mobile Home Park
Stockman's Casino, Inc.
Yomba Shoshone Tribe
Fallon RV Park

MARSHALL'S SANITATION SERVICES, LLC.

WATER TREATMENT PLANT RESIDUAL REMOVAL CONTRACT

BID OPENING: June 22, 2026, at 2:00P.M.

To Supply Service from July 1, 2026 – June 30, 2028

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ADVERTISEMENT FOR PROPOSALS

For CITY OF FERNLEY (OWNER):

Sealed bids will be received by the City of Fernley Utilities Department for the 2026-2028 Biennial Water Treatment Plant Residual Removal Contract. Sealed bids will be received by the City of Fernley Utilities Department at **595 Silver Lace Blvd., Fernley, NV 89408, until 2:00 PM on June 22, 2026**, at which time bids will be publicly opened and read aloud.

The Scope of Work consists of loading, transportation, and disposal of residual solids generated during the drinking water treatment process, containing approximately 2.0% total suspended solids from the City of Fernley Water Treatment Plant located at 1315 Mesa Drive, Fernley, Nevada.

No laboratory data will be provided as part of this bid. Contractors shall coordinate with the City of Fernley Utilities Department to access the site for the purpose of collecting samples prior to proposal submittal. Bidders shall be responsible for all sampling, testing, and analysis necessary to prepare their bid. Sampling shall be coordinated in advance with the City of Fernley Utilities Department.

Bidders must have the ability to vacuum residual solids from holding tanks using a contractor-supplied flex hose capable of connecting to the facility's three-inch female quick coupler.

Bids shall be submitted on a per-gallon basis. Pricing shall include all costs associated with loading, transportation, disposal, labor, equipment, and any applicable fees. No additional, incidental, or miscellaneous charges will be accepted.

This material is classified as non-hazardous and originates from a drinking water treatment facility. The contractor shall be solely responsible for the proper handling, transportation, and disposal of all materials in accordance with all applicable federal, state, and local laws and regulations. The City of Fernley does not designate or provide a disposal location. The contractor shall ensure that all disposal practices comply with regulatory requirements and permitted facilities. The contractor shall be responsible for obtaining any necessary permits, as well as any sampling, testing, or analysis required for transportation and disposal. The City makes no representations regarding the composition of the material beyond what is described herein.

No proposal will be accepted from a Contractor who is not 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.

Required bid documents are identified in the bid package. Failure to submit required documents may result in the bid being deemed non-responsive and rejected by the City.

Terms and conditions regarding this proposal as well as bid packages may be obtained from the City of Fernley Utilities Department by calling 775-784-9932 or by email upon request.

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

INFORMATION FOR BIDDERS

1. PREPARATION OF BID:

a. Bidders are expected to examine the specifications and all instructions. Failure to do so will be at the bidder's risk.

b. Any irregularities or lack of clarity in the invitation should be brought to the attention of the Public Works Department as soon as possible so that corrective addenda may be furnished to all bidders.

c. 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 been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, bidder or potential bidder. Complementary bids are illegal and prohibited.

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 acknowledged 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 post marked after the bid date, will NOT be considered.

c. The following documents shall be submitted with the bid package at the time of bid opening: Bid Form, Copy of Nevada Contractor's License (is applicable), Copy of Nevada State Business License, Qualification Statement, Acknowledgement of All Addenda Issued, Nevada Local Government Purchasing Preference Affidavit (if claiming preference).

d. Any questions regarding the bid shall be submitted no later than 5 business days prior to the bid submission deadline.

Failure to submit the required documents shall result in the bid being deemed non-responsive and rejected by the City.

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

Scope of Work
The scope of work consists of the loading, transportation, and disposal of residual solids generated during the drinking water treatment process, containing approximately 2.0% suspended solids, from the City of Fernley Water Treatment Plant located at 1315 Mesa Drive, Fernley Nevada.

The Contractor shall be solely responsible for the proper handling, transportation, and disposal of all materials in accordance with all applicable federal, state, and local laws and regulations. The City of Fernley does not designate or provide a disposal location.

Material Characteristics
The specific constituents contained in the suspended solids are classified as non-hazardous. The Contractor shall be responsible for any sampling, testing, or analysis required for transportation and disposal in accordance with applicable regulations.

Equipment and Access Requirements
Bidders must have the ability to vacuum residual solids from holding tanks using a contractor supplied flex hose capable of attaching to the facility's three-inch female quick coupler.

Spill Responsibility
Any spills requiring cleanup, as determined by City Staff, caused by either the Contractor's equipment or operations shall be the sole responsibility of the Contractor to resolve.

Permits, Fees, and Compliance
Al fees and charges associated with transportation and disposal shall be borne by the Contractor. The Contractor shall obtain all necessary permits and approvals from all applicable federal, state, and local jurisdictions.

All coordination regarding disposal requirements shall be the responsibility of the Contractor. The Contractor shall be solely responsible for meeting all disposal facility requirements, including any required sampling, testing analysis, and permitting. The City of Fernley does not assume responsibility from disposal facility requirements.

Estimated Quantities
The anticipated waste hauling for this contract is estimated to be approximately 400,000 gallons annually. Volume will vary based on water demand.

Pricing and Service Requirements
The City of Fernley is requesting proposals on a per-gallon basis. Submissions shall include all costs associated with loading, transportation, disposal, labor, equipment, and any applicable fees. No additional, incidental, or miscellaneous charges will be accepted.

Haul requests will be placed by Water Treatment Plant Staff when residual solids to be removed are not less than approximately 70,000 gallons. The Contractor shall begin hauling within a timeframe

agreed upon with the Water Treatment Plan Staff. Hauling shall not be delayed without justifiable cause, and any delays shall be coordinated with Water Treatment Plant Staff.

Work Schedule
Residual solids will be required to be removed from the treatment plant Monday through Friday between the hours of 6:30 AM and 2:00 PM, excluding holidays.

Site Access
Water Treatment Plant site visits to inspect connection requirements and review available data on current residual solids may be arranged during the bid period by contacting the City of Fernley Utilities Department.

BID TABLE

Bid price shall be submitted on a per-gallon basis. All costs, including loading, transportation, disposal, labor, equipment, permits, and fees, shall be included in the price per gallon bid.
$ per gallon

No additional or separate charges will be accepted outside of the submitted unit price.

Residual solids to be hauled under this contract are not classified as hazardous materials by the U.S. Department of Transportation.

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

2. **CONTRACTOR'S SERVICES:**

    a. **Description of Services.**

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

        ii. **Standard Of Care.** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this agreement Contractor shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor Cooperation with City. Contractor agrees that its officers, associates, employees and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

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

3. REQUIRED APPROVALCOMPENSATION AND TERMS OF PAYMENT:

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

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

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

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

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

If to the City: City Manager
City of Fernley
595 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. 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 ____ DAY OF _____, 20___ to THE ____ DAY OF _____, 20__ and requests that an

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

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

COF CTR

b. **Professional Liability Insurance**.

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

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

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

c. **General Requirements**.

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

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

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

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

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

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

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

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

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

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

iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu

of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

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

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

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

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

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

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

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

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

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

    c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race,

national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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

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

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

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

25. **INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent

that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.

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

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

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

29. **INTERPRETATION OF AGREEMENT:** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF FERNLEY

_____
Mayor, City of Fernley Date

_____
City Clerk, City of Fernley Date

Approved as to form:

_____
City Attorney, City of Fernley Date

Originating Department:

_____
Department Head Date

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___.

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Braelyn Birkel, Administrative Specialist II**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:x	No:	Yes:x	No:	100-529-320

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve a Contract with DOWL, Reno, NV, for Strategic Asset Management Program Support for professional services related to the continued implementation, training, and technical support of the City's GIS and WebGIS viewer through ArcGIS Online, in an amount not to exceed $60,000

AGENDA ITEM BRIEF:

This agenda item will renew a contract with DOWL Reno, NV so that the engineering department can continue to utilize their services for on-call GIS services, and the ArcGIS online service.

RECOMMENDED MOTION:

"I move to approve a contract with DOWL Reno, NV for the continued implementation and hosting of the Strategic Asset Management programs (ArcGIS Online and VueWorks) in an amount not to exceed $60,000"

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose to not approve of the contract. If Council were to not approve the contract, staff would then need to purchase the software and implement the programs in-house.

BACKGROUND:

he City of Fernley has utilized DOWL Reno, NV for these services since 2012. The City of Fernley has a part time GIS Technician that frequently works with DOWL Reno, NV to resolve issues with the City's spatial data and update the data as construction projects are completed or new development takes place. The engineering department continues to work toward creating an asset management program for the City's water, sewer and storm drain system, however, staffing losses and increased demand from permitting new development has slowed progress.
The Nevada Revised Statutes require municipalities like the City of Fernley to award professional services such as professional services based on qualifications; not location or lowest price. Staff has determined that DOWL Reno, NV is the most qualified firm to perform the job and feel their quote is reasonable. If approved, Staff will move forward with issuing DOWL Reno, NV the contract to perform the work. The contract will be based on actual time and materials. The contract has a not-to-exceed amount of $60,000.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

The selection of the engineer followed the requirements of Nevada Revised Statutes Chapter 625.

FINANCIAL IMPLICATIONS:

$60,000 is currently budgeted for FY 26 Engineering Budget.

ATTACHMENTS:

1. 2026.07.01 DOWL FY26-27 GIS CONTRACT
2. 2026.07.01 DOWL FY26-27 GIS Contract Attachment A
3. 2026-07.01 DOWL FY26-27 GIS Contract Attachment B

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

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

and

DOWL, LLC
5510 Longley Lane
Reno, Nevada 89511

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

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

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

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

1. **CONTRACT TERM.** This Contract shall be effective from the 1st day of July, 2026, to the 30th day of June, 2027, subject to appropriation.

2. **CONTRACTOR'S SERVICES.**

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

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

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

   D. **Cooperation with City.** Contractor agrees that its officers, associates, employees, and subcontractors will cooperate with the City in providing the

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

3. COMPENSATION AND TERMS OF PAYMENT.

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

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

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

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

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

If to Contractor: DOWL, LLC
5510 Longley Lane
Reno, NV 89511

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. DOWL, LLC has entered into a contract with Owner to perform work from THE 5TH DAY OF AUGUST, 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

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

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

COF CTR

B. Commercial General Liability Insurance

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

COF CTR

C. Business Automobile Liability Insurance

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

COF CTR

D. Umbrella or Excess Liability Insurance

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

COF CTR

E. Commercial Crime Insurance

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

COF CTR

F. Performance Security

1. Amount required: $ **0**
2. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the City only.
3. The security shall be deposited with the City no later than ten (10) working days following award of this Contract to Contractor.
4. Upon successful completion of this Contract, the security and all interest earned, if any, shall be returned to Contractor.

G. General Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: _____

CITY OF FERNLEY

_____
City of Fernley Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM:
Dated: _____

_____
City Attorney

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

CONTRACTOR

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

_____
(Signature of Contractor)

DATED this _____ day of _____, 20__.

STATE OF _____)
) ss
County of _____ _____)

On this _____ day of , in the year 20__, before me, _____ / Notary Public, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

_____ My Commission Expires: _____
Notary's Signature

EXHIBIT A
SCOPE OF WORK

City of Fernley

Fiscal Year 2027 GIS Services

INTRODUCTION

DOWL (DOWL) is pleased to present this scope of work to the City of Fernley (City) to provide professional services related to the continued implementation, training, and technical support of the City's GIS and WebGIS viewer through ArcGIS Online (AGOL).

The phase and task breakdown for the project is designated as follows:

- Task 1 – Project Management
- Task 2 – Professional Services
- Task 3 – Technical Support and Maintenance

SERVICES

Task 1 – Project Management

Objective

To plan, organize, direct, control, and communicate all relevant activities set forth in this scope of work within the approved budget and schedule.

Approach

DOWL will routinely review project progress and communicate project status on a regular basis to the City. Communication will be through email and telephone. This task will include the following activities:

- Project administration, monthly invoicing, scheduling, maintenance, cost control, filing, resource allocation, subconsultant management (if required), and routine communications.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the City.

Deliverables

The following deliverables will be submitted under this task:

- Monthly status reports

Assumptions

The following assumptions apply:

- Monthly reports will be provided with timely invoices.

- Project-related issues will be identified, communicated, and resolved.

Task 2 – Professional Services

Objective

Provide professional GIS services to the City.

Approach

DOWL will work with the City to improve the accuracy and comprehensiveness of the GIS and help develop internal and field web applications. Anticipated activities include:

- Development of GIS solutions or tools.
- Improve access to ArcGIS Online (AGOL) for real time edits and updates.
- Database development services.
- Interactive meetings to refine asset management needs, goals and review current progress.

Deliverables

While this task does not include any formal deliverables, examples of items that might be provided to the City are:

- Updated ESRI® ArcGIS Online portal / geodatabase files.
- New process & steps to access ArcGIS Online portal.
- Technical help with AGOL portal.
- Technical support for editing in an AGOL portal environment.
- Technical memoranda documenting methodology used.
- Summary maps (if requested).

Assumptions

The following assumptions apply:

- The City will provide DOWL with a "Creator" level named user on their AGOL.
- Development of web applications for displaying City GIS information will be at City's request.
- The City will assist DOWL in scheduling the key meetings for City employees as necessary.

Task 3 – Technical Support and Maintenance

Objective

Provide GIS database updates to the AGOL viewer, provide maintenance services to ensure continuous web viewer performance, and provide on-call training and technical support for City staff.

Approach

DOWL will provide on-site and remote technical support for City GIS staff and will update the AGOL viewer application with City's edited GIS data or with other regional data as it becomes available. This task will include the following activities:

- Monthly updates/maintenance to the web application.
- Monthly backup of ArcGIS Online portal data.
- Technical support to maintain the functionality of the WebGIS viewer.
- Onsite training and remote support if necessary.

Deliverables

This task does not include any formal deliverables.

Assumptions

The following assumptions apply:

- Larger projects or database updates will be provided as part of task 2.

SCHEDULE

Notice to Proceed:	**July 1, 2026**
Contract Terminates	**June 30, 2027**

BUDGET

Task 1	Project Management	$1,000
Task 2	Professional Services	$54,000
Task 3	Technical Support and Maintenance	$5,000
	TOTAL:	**$60,000**

NEVADA FEE SCHEDULE

Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Labor Category	Rate
Accounting Manager	$204
Accounting Technician	$132
Administrative Assistant	$105
Administrative Manager	$138
Biologist I	$144
Biologist II	$154
Biologist III	$166
Biologist IV	$176
Biologist V	$226
CAD Drafter I	$116
CAD Drafter II	$132
CAD Drafter III	$144
CAD Drafter IV	$154
CAD Drafter V	$166
Senior CAD Drafter	$188
Civil and Transportation Designer	$149
Senior Civil and Transportation Designer	$188
Contract Administrator I	$176
Contract Administrator II	$204
Corporate Development Manager	$254
Cultural Resources Specialist I	$132
Cultural Resources Specialist II	$154
Cultural Resources Specialist III	$160
Cultural Resources Specialist IV	$198
Cultural Resources Specialist V	$215
Cultural Resources Specialist VI	$236
Cultural Resources Specialist VII	$248
Cultural Resources Specialist VIII	$265
Document Production Supervisor	$166
Engineer I	$144
Engineer II	$154
Engineer III	$171
Engineer IV	$193
Engineer V	$215
Engineer VI	$226
Engineer VII	$237
Engineer VIII	$248
Engineer IX	$276
Engineer X	$292
Engineering Technician I	$110
Engineering Technician II	$127
Engineering Technician III	$138
Engineering Technician IV	$154
Engineering Technician V	$171
Engineering Technician VI	$196
Environmental Specialist I	$132
Environmental Specialist II	$149
Environmental Specialist III	$154
Environmental Specialist IV	$166
Environmental Specialist V	$171
Environmental Specialist VI	$210
Environmental Specialist VII	$232
Environmental Specialist VIII	$248
Environmental Specialist IX	$270
Environmental Specialist X	$292
Field Project Representative I	$144
Field Project Representative II	$160
Field Project Representative III	$171
Field Project Representative IV	$188
Field Project Representative V	$232
Geologist I	$149
Geologist II	$160
Geologist III	$171
Geologist IV	$193
Geologist V	$226
Geophysicist I	$180
Geophysicist II	$200
Geophysicist III	$215

Labor Category	Rate
Geophysicist IV	$235
Geophysicist V	$260
GIS Coordinator	$193
GIS Manager	$204
GIS Specialist	$160
GIS Technician	$122
Graphic Designer	$166
Senior Graphic Designer	$194
Hydrogeologist I	$154
Hydrogeologist II	$182
Hydrogeologist III	$215
Senior Hydrogeologist	$252
Intern I	$93
Intern II	$116
Laboratory Manager	$138
Laboratory Supervisor	$116
Landscape Architect I	$144
Landscape Architect II	$160
Landscape Architect III	$176
Landscape Architect IV	$193
Landscape Architect V	$210
Landscape Architect VI	$221
Landscape Architect VII	$232
Landscape Designer I	$105
Landscape Designer II	$127
Marketing Assistant	$116
Marketing Coordinator	$154
Marketing & Administrative Manager	$248
Materials Technician I	$105
Materials Technician II	$116
Lead Materials Technician	$127
Senior Materials Technician	$138
Materials Manager	$144
Planner I	$132
Planner II	$160
Planner III	$176
Planner IV	$193
Planner V	$210
Planner VI	$221
Planner VII	$232
Planner VIII	$248
Planner IX	$265
Planner X	$309
Planning Technician	$122
Professional Land Surveyor I	$132
Professional Land Surveyor II	$144
Professional Land Surveyor III	$154
Professional Land Surveyor IV	$166
Professional Land Surveyor V	$176
Professional Land Surveyor VI	$187
Professional Land Surveyor VII	$198
Professional Land Surveyor VIII	$215
Professional Land Surveyor IX	$232
Professional Land Surveyor X	$252
Professional Land Surveyor XI	$281
Project Administrator	$149
Project Assistant I	$127
Project Assistant II	$144
Project Controller	$182
Senior Project Controller	$204
Project Manager I	$176
Project Manager II	$193
Project Manager III	$210
Project Manager IV	$226
Project Manager V	$243
Project Manager VI	$259
Project Manager VII	$276
Proposal Manager	$194
Senior Proposal Manager	$236
Public Involvement Assistant	$127
Public Involvement Coordinator	$173
Public Involvement Planner	$149
Public Involvement Program Manager	$221
Real Estate Services Manager	$198
Right of Way Agent I	$138
Right of Way Agent II	$154
Right of Way Agent III	$171
Right of Way Agent IV	$188

Labor Category	Rate	Labor Category	Rate
Right of Way Agent V	$204	Survey Technician V	$132
Right of Way Agent VI	$247	Survey Technician VI	$144
Right of Way Assistant	$127	Survey Technician VII	$160
Risk Manager	$221	Survey Technician VIII	$176
Senior Manager I	$265	Survey Technician -- Supervisor	$173
Senior Manager II	$287	Systems Administrator	$171
Senior Manager III	$298	Technical Coordinator	$204
Senior Manager IV	$326	Utility Operator	$160
Senior Manager V	$348	Water Resource Specialist	$215
Senior Manager VI	$370	Water Rights Specialist I	$176
Survey Technician I	$100	Water Rights Specialist II	$210
Survey Technician II	$105	Water Rights Specialist III	$243
Survey Technician III	$110	Water Rights Technician I	$116
Survey Technician IV	$127	Water Rights Technician II	$127
Survey Technician IX	$188	Water Rights Technician III	$138

Survey Crews

One-Person Survey Crew	=	$176 / hour
One-Person Survey Crew GPS/Robotics	=	$198 / hour
Two-Person Survey Crew	=	$265 / hour
Two-Person Survey Crew (PLS + LSIT)	=	$309 / hour
Two-Person Survey Crew GPS/Robotics	=	$281 / hour
Three-Person Survey Crew	=	$386 / hour

Travel, Mileage, and Miscellaneous

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage – Passenger Cars	=	$1.20/mile
Vehicle Usage – Trucks & SUV's	=	$1.40/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 3
In-House Usage Charges	=	Note 4

Per Diem

Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10:00 a.m.), lunch (10:00 a.m. to 3:00 p.m.), and dinner (3:00 p.m. to midnight).

Per diem will be charged using the most recently published federal travel rate for each location.

Per diem allowances by city: https://www.gsa.gov/travel/plan-book/per-diem-rates

Notes

1. DOWL's Professional Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Client and DOWL.
2. Straight-time rates are given. Multiply by 1.5 for overtime rates. Overtime rates will be applied at the rate prescribed by applicable state law.
3. Direct reimbursable expenses such as travel, freight, subcontractors, and request beyond those requests considered reasonable by the project manager for phone/fax/postage, office supplies, reproduction and photography, and laboratory analysis will be billed at cost plus the negotiated markup.
4. In-house equipment usage charges or specialized software/equipment that are not separately stated on the fee schedule will be negotiated at rates deemed fair and reasonable.
5. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Trisha Livingston, Grants Administrator**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes: X	No:	Yes: X	No:	100-475-320

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve a Highway Agreement PR171-26-063, the Cooperative (Local Public Agency) Agreement between the City of Fernley and the Nevada Department of Transportation for the SR828 Multi-Use Path Phase III project.

AGENDA ITEM BRIEF:

City staff requests that the Fernley City Council approve Highway Agreement PR171-26-063, a Cooperative (Local Public Agency) Agreement between the City of Fernley and the Nevada Department of Transportation (NDOT) for the SR828 Multi-Use Path Phase III project. The agreement was executed on June 8, 2026, prior to receiving formal City Council approval. The City of Fernley's Grants Management Policy requires that grant agreements be formally accepted by the City Council before the City proceeds to the next phase. Staff acknowledges that this procedural step was not completed prior to execution and is now seeking the required Council approval to bring the agreement into full compliance with City policy.

RECOMMENDED MOTION:

I move to approve Highway Agreement PR171-26-063, the Cooperative (Local Public Agency) Agreement between the City of Fernley and the Nevada Department of Transportation for the SR828 Multi-Use Path Phase III project.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Council may decline to approve the agreement.

BACKGROUND:

In 2023, City staff submitted a grant application to NDOT for Phase III of the SR828 Multi-Use Path. Subsequently, the City was given notice in January 2025 that the project was awarded $1,254,000 and the City would be required to initiate the Local Public Agency (LPA) agreement process and discuss the requirements for the grant.

The LPA outlines the scope of the project, the project funding (federal and local match), NDOT and City responsibilities, and term and general provisions. The SR828 Multi-Use Path Phase III project is a federally funded active transportation improvement that will extend an existing paved, separated multi-use path along Farm District Road from the end of Phase II near Jasmine Lane to the west edge of Friendly 5 Ranch subdivision, and then from the east end of the Friendly 5 Ranch subdivision to Clearwater Parkway. The project has been approved by NDOT for Federal Transportation Alternatives Program (TAP) funds, with the City of Fernley designated as a sub-recipient of federal transportation funds.

The City has an established Grants Management Policy that requires City Council approval prior to the execution of grant agreements. In the present case, NDOT transmitted the cooperative agreement for execution, and the agreement was signed by City without Council approval. The agreement itself contains a provision that the agreement "shall not become effective until and unless approved by appropriate official action of the governing body of each part." Staff recommends Council approve the agreement to satisfy the City's Grant Management Policy and fulfill the agreement's provisions.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 277, NRS 408
Grant Management Policy

FINANCIAL IMPLICATIONS:

The total estimate project cost is $1,320,000. Funding sources included Federal STBG TAP FLEX Funds $1,010,937.00; Federal TAP 5K-50K Funds of $243,063,00; and a City match of $66,000. The City is responsible for a 5% match not to exceed $66,000.00 and for all costs exceeding the obligated federal funds.

ATTACHMENTS:

1. City_of_Fernley_SR_828_Bike_Path_Phase_3.docx
2. PR171-26-063

Docusign Envelope ID: 20586E30-C9B6-4660-8F8E-D31889CAAA76

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712

JOE LOMBARDO
Governor

TRACY LARKIN THOMASON, P.E.
Director

January 31, 2025

Kari Weitzel
Project Manager
595 Silver Lace Blvd.
Fernley, NV 89408

Dear Ms. Weitzel:

The Nevada Department of Transportation (NDOT) would like to thank you for your application to the Transportation Alternatives Program (TAP) for the SR 828 Bike Path Phase 3 project. The grant program was highly competitive this year, with about $4.5 million available to NDOT in fiscal year 2024 and over $42 million in project grants submitted.

We are pleased to notify you that the City of Fernley's application for the SR 828 Bike Path Phase 3 has been highly ranked and recommended to advance through the Local Public Agency (LPA) agreement process. This process is the first step toward execution of a TAP grant agreement with NDOT in the amount of $1,254,000 in fiscal year 2026. As indicated in the program guidance, your next step will be to contact Phil Kanegsberg at pkanegsberg@dot.nv.gov within 30 days to initiate the LPA agreement process and discuss requirements of the grant. Please note that an amendment to the State Transportation Improvement Program (STIP) to incorporate this project is now pending and will be reflected within the eSTIP system.

We look forward to initiating this process and your successful completion of the SR 828 Bike Path Phase 3. Please let me know if you have any additional questions or concerns as we continue to work together. I can be reached at (775) 888-7934 or mmorris@dot.nv.gov.

Sincerely,

DocuSigned by:
Mathew Morris
F9E6FB76317345B...

Mathew Morris
Active Transportation Manager

cc: Kevin Verre, Chief – Multi-Modal and Program Development
Laura Wise, Assistant Chief – Multi-Modal Planning
Phil Kanegsberg, Local Public Agency Program Manager

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COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
SR828 MULTI-USE PATH PHASE III

This Agreement is made and entered on 06/08/2026 , by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and The City of Fernley, 595 Silver Lace Boulevard, Fernley, NV 89408 (hereinafter "CITY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(a) provides the DEPARTMENT has responsibility for the construction of all Federal-aid projects and shall be responsible for insuring that local public agency projects receiving federal funds receive adequate supervision and inspection to insure that such projects are completed in conformance with approved plans and specifications; and

WHEREAS, the CITY is willing to agree to design, acquire right-of-way, adjust and/or relocate utility facilities, advertise, award, and manage construction of a paved multi-use path as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the DEPARTMENT for Federal Transportation Alternatives Program (TAP) funds; and

WHEREAS, the CITY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the CITY's Unique Entity Identifier (UEI) U2H1LZF2ZEK6 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the CITY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the CITY's actions are in accordance with applicable Federal and

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State regulations and policies.

3. To obligate Federal TAP funding for the PROJECT in a maximum amount of One Million Two Hundred Fifty-Four Thousand and No/100 Dollars ($1,254,000.00).

4. To establish a Project Identification Number to track all PROJECT costs.

5. Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT. The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

7. To review and comment on the CITY's design (including plans, specifications, and estimates) within fifteen (15) working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disabilities Act (ADA).

8. To review all exceptions to DEPARTMENT and AASHTO design standards, and to approve those exceptions when acceptable to the DEPARTMENT.

9. To invoke the DEPARTMENT's authority under NRS 408.210(4) to require relocation or adjustment of any encroachments, including utility facilities occupying the DEPARTMENT's right-of-way pursuant to DEPARTMENT permits issued pursuant to NRS 408.210 and/or NRS 408.423, in order to accommodate construction of the PROJECT.

10. To exercise final approval over utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect such utility relocations.

11. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.

12. To issue an occupancy permit to the CITY, at no cost to the CITY, allowing it to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT.

13. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules, and regulations.

14. To review the DBE information submitted to the CITY by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the CITY with the results of such review.

15. To review and approve the CITY's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in

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accordance with applicable Federal requirements.

16. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

17. To authorize the CITY to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications, and estimates) and bid documents have been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA.

18. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed". The “Notice to Proceed” will include the Federal Award Identification Number (FAIN) and the modified “project end date” mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

19. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT’s representatives to monitor the CITY’s compliance with applicable Federal and State requirements.

20. To review, and approve when acceptable to the DEPARTMENT, addenda, supplementals, and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days shall constitute approval. Approval of such addenda, supplementals, and change orders does not alter the maximum reimbursement to the CITY as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5.

21. To review the CITY’s as-built plans and to attend the CITY final inspection of the PROJECT.

22. To reimburse the CITY upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs, based on supporting documentation, minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from http://budget.nv.gov/uploadedFiles/budgetnvgov/content/Governance/SAM.pdf.

23. To transfer to the CITY maintenance responsibility, including utility costs, for the improvements consisting of a multi-use path constructed as part of the PROJECT upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; (d) completion of the survey and engineering to prepare

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right-of-way mapping, title reports, and legal descriptions for those parcels to be acquired; (e) acquire right-of-way; (f) coordinate utility relocations; and (g) the advertisement, award, and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including, but not limited to, those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with DEPARTMENT standards. Landscaping and/or aesthetic treatments shall comply with the DEPARTMENT's Landscape and Aesthetic Master Plan, and any applicable Landscape and Aesthetic Corridor Plans. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.

2. To provide the design and all right-of-way activities at no cost to the PROJECT.

3. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of the franchise agreement, to relocate their facilities, if necessary, or otherwise accommodate the PROJECT at no cost to the PROJECT, DEPARTMENT, or the CITY.

4. To coordinate and provide a liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including, but not limited to, NAC Chapter 408 and 23 CFR Part 645.

5. To ensure that any utility relocations are performed in compliance with ADA requirements.

6. To invite the DEPARTMENT to PROJECT meetings, including, but not limited to, field reviews, right-of-way settings, review meetings, and the pre-construction conference.

7. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment B "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.

8. To obtain an occupancy permit from the DEPARTMENT, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT prior to requesting the obligation of the federal funds for construction.

9. To follow the terms and conditions of the occupancy permit issued by the DEPARTMENT, so long as the terms and conditions are consistent with the terms and conditions contained herein, and to incorporate those terms and conditions into the contract bid documents. In the event of any inconsistencies and/or conflict in the terms and conditions, those in this Agreement shall take precedence.

10. To obtain the DEPARTMENT's approval for all exceptions to DEPARTMENT and AASHTO design standards.

11. To provide the DEPARTMENT a written certification, accompanied by supporting

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documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the CITY; (b) any right-of-way acquired for the PROJECT has been obtained in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; and (c) any utility relocations and /or adjustments were completed in accordance with federal and state regulations. The CITY shall submit the certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.

12. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

13. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates, and bid documents for the DEPARTMENT's use.

14. To perform the construction administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, and perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; (e) be responsible for monitoring compliance with legal, contractual, and regulatory requirements, including reporting requirements; and (f) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements, and the contractor's acceptable fulfillment of the contract.

15. To submit to the DEPARTMENT for review and approval any addenda, supplementals, and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals, and change orders prior to incorporating them into the PROJECT.

16. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

17. To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the DBE goals and/or training hours.

18. To submit to the DEPARTMENT the DBE information submitted by bidders on the PROJECT demonstrating their compliance with 49 CFR Part 26, along with any supporting documentation required to clarify the DBE information, for review and confirmation by the DEPARTMENT prior to making a determination of the lowest responsive and responsible bidder.

19. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE goals and/or training hours are being met in accordance with all applicable Federal and State laws, including, but not limited to, 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE and/or training standards.

20. To perform PROJECT documentation and quality control during contract administration according to the CITY's established procedures, as approved by the DEPARTMENT. If the CITY does not have DEPARTMENT-approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and

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"Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

21. To monitor compliance with subcontracting, prompt payments, and DBE requirements using B2GNow for tracking and reporting purposes and require contractors and subcontractors to use and submit documentation through B2GNow.

22. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements, and any future Federal reporting requirements, and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.

23. As work progresses on the PROJECT, the CITY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase, including the final invoice, shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

24. To be responsible for the five percent (5%) match of federal funds in an amount not to exceed Sixty-Six Thousand and No/100 Dollars ($66,000.00) and for one hundred percent (100%) of all costs exceeding the obligated federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated federal funds.

25. To accept maintenance responsibilities for the improvements consisting of a paved separated multi-use path constructed as part of the PROJECT upon its completion and the DEPARTMENT's final written acceptance of the PROJECT. The level of maintenance effort shall be commensurate with the CITY's overall maintenance budget allocated by the CITY's governing body.

26. To complete and sign Attachment C – "Affidavit Required Under 23 U.S.C. Section 112(C) And 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT" and Attachment D – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2032, or until the construction of all improvements contemplated herein has

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been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The CITY's indirect rate shall be approved by its cognizant federal agency and that approval provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Construction Engineering Costs:	$ 6,000.00
CITY Construction Engineering Costs:	$ 110,000.00
Construction Costs:	$ 1,204,000.00
Total Estimated PROJECT Costs:	$ 1,320,000.00

Available Funding Sources:

Federal STBG TAP FLEX Funds:	$ 1,010,937.00
Federal TAP 5K-50K Funds:	$ 243,063.00
CITY Match Funds:	$ 66,000.00
Total PROJECT Funding:	$ 1,320,000.00

6. The CITY may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written "Notice to Proceed." The "Notice to Proceed" includes the "Project End Date," which establishes the limit of federal participation for a project or phase of work associated with a project. The "Project End Date" is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The CITY is responsible for any costs incurred on the PROJECT after the "Project End Date." The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the "Project End Date."

7. The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT and the CITY for construction engineering, and construction costs. The CITY match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY prior to entering into this Agreement, the CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible

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PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

8. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the CITY to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement designating the party having financial responsibility for such costs shall be required.

9. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time such amendment is written.

10. The CITY's total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.

11. Plans, specifications, estimates, and bid documents shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The CITY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

12. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or CITY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

13. Should this Agreement be terminated by the CITY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall reimburse the DEPARTMENT for any payments made to the CITY and any PROJECT costs incurred by the DEPARTMENT.

14. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:
Tracy Larkin Thomason, P.E., Director
Attn: Jake Kelgard, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7595
Fax: (775) 888-7401
Email: jkelgard@dot.nv.gov

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FOR CITY:

Neal McIntyre, Mayor
Attn: Salvador Pleitez, P.E.
City Engineer
City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408
Phone: (775) 784-9917
Email: spleitez@cityoffernley.org

15. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers and employees.

16. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

17. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

18. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

19. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and 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 breach, including a breach of the same term.

20. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third-party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

22. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such

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records and documentation shall be maintained for three (3) years after final payment is made.

23. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

24. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA), or gender identity or expression, 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 parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

25. Pursuant to all applicable laws, including, but not limited to, the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

26. Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

27. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

28. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

29. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law.

30. All references herein to federal and state code, law, statutes, regulations, and circulars are to them, as amended.

31. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

32. This Agreement constitutes the entire agreement of the parties and as such is

intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

33. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement and each of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

City of Fernley

Signed by:
Neal McIntyre
189E070C299A48E...

Neal McIntyre
Mayor

Approved as to Form:

DocuSigned by:
Aaron Mouritsen
E1BA445F318C463...

Aaron Mouritsen, Esq
City Attorney

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Mario C. Gomez
EAB6A3802597422...

On behalf of Director

Signed by:
Approved as to Legality & Form:
Steven Goldstein
D70892592AE443D...

Deputy Attorney General

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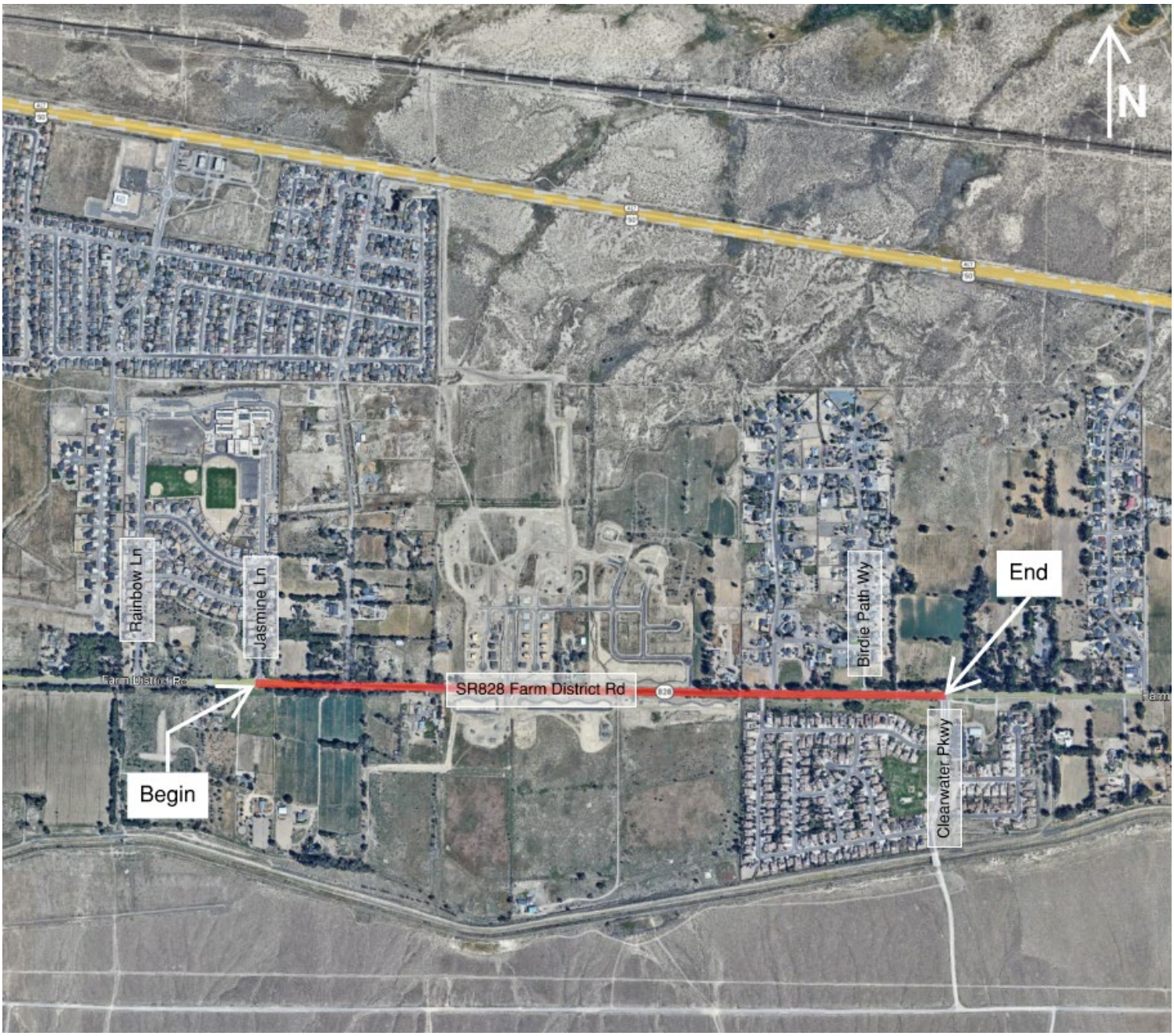
Attachment A

SCOPE OF WORK
City of Fernley SR828 Multi-Use Path Phase III Project

This project is located in Fernley, NV and consists of perpetuating an existing paved, separated multi-use path. Limits are along SR828 Farm District Rd from the terminus of phase II near Jasmine Ln to the west edge of the Friendly 5 Ranch subdivision, then from the east end of the Friendly 5 Ranch subdivision to Clearwater Pkwy, as depicted in the image below.



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Attachment B

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over $2,000.00 *

The following attached provisions and forms:
Required Contract Provisions Federal-aid Construction Contracts (FHWA-1273)
Additional Contract Provisions Supplement to the weekly Certified Payrolls
Additional Contract Provisions Disadvantaged Business Enterprise in Federal-aid Highway Construction
Affidavit Required Under Section 112(c)
Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

Bidder Disadvantaged Business and Small Business Enterprise (DBE/SBE) Information*
List of Subcontractor and Suppliers Bidding

Bidder Subcontractor Information (exceeding 5%)**
Bidder Subcontractor Information (exceeding 1% or $50,000.00, whichever is greater)**
Bidder Subcontractor Information (For subcontractors exceeding $250,000.00)**

*** Contact NDOT's Contract Compliance Division for information (775) 888- 7497**

**** Or local agency equivalent**

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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1. **Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

   a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

   b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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 apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

   c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

   e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

   b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

   c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

   a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

   b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

   c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

   d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

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within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

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(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. **Minimum wages** (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. **Withholding** (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

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2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. **Records and certified payrolls** (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

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(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity** (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

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the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. **Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility**. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. **Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

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mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

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(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

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IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

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excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as

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on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization purposes please use the following identification codes:

White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.

Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.

Native American – American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through tribe or community.

Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.

Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.

Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.

Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.

Not Specified: Only for persons who choose not to list their race, ethnicity, color or national origin.

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ADDITIONAL CONTRACT PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.

B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.

C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;

(a) Black (a person having origins in any of the black racial groups of Africa);

(b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);

(c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);

(d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or

(e) A woman

D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:

(a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5

(b) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically

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disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's disadvantaged business enterprise program.

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AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c) AND 2 CFR PARTS 180 AND 1200 – SUSPENSION OR DEBARMENT

STATE OF _____ } SS

COUNTY OF _____ }

I, _____(Name of party signing this

affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility and whether or not the **[Agency Name]** will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

_____
Signature

_____
Title

Sworn to before me this _____ day of _____, 20 _____

_____
Signature

(SEAL)

_____
Notary Public, Judge or other Official

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CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
Name (please type or print)

_____
Signature

_____
Title

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
c. Initial award
d. post-award

3. Report Type:
☐ a. initial filing
b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ **Prime** ☐ **Sub-awardee**
Tier _____, *if* known:

Congressional District, *if* known:

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, *if* known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if* applicable: _____

8. Federal Action Number, *if* know:

9. Award Amount, *if* known:
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply):*
$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply):*
☐ **a. cash**
☐ **b. in-kind; specify:** nature _____
value _____

13. Type of Payment *(check all that apply):*
☐ **a. retainer**
☐ **b. one-time fee**
☐ **c. commission**
☐ **d. contingent fee**
☐ **e. deferred**
☐ **f. other; specify:** _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ **Yes** ☐ **No**

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

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BIDDER DISADVANTAGED BUSINESS (DBE) INFORMATION

Contract No.:

Contractor: _____

Project No(s).:

Address: _____

Total Bid Amount $ _____

_____

Contract DBE Goal: **____%.**

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE requirements for this contract. A bidder unable to meet the DBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

DBE SUBCONTRACTORS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED

A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:

DBE SUPPLIERS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED

B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:

C. Total Dollar Value of DBE Participation (Add Totals from Lines A & B): $**_____

D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): _____%

_____ _____
Contractor's Signature Date

***DBEs must be certified by the Nevada Unified Certification Program.**

****DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.**

Telephone No. _____

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BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.:

Contractor: _____

Project No(s).:

Address: _____

Total Bid Amount $ _____

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

*** Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."**

_____ _____

Contractor's Signature Date

Telephone No. _____

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BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of bid amount or $50,000, whichever is greater)

Contract No.: Contractor: _____

Project No(s).: Address: _____

Total Bid Amount $ _____

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

*** Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."**

_____ _____
Contractor's Signature Date

Telephone No. _____

REV. 09/13

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BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding $250,000.00)

Contract No.: Contractor: _____

Project No(s).: Address: _____

Total Bid Amount $ _____

This information must be submitted, by the three (3) lowest bidders, **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding $250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

*** Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."**

_____ _____
Contractor's Signature Date

Telephone No. _____

REV. 09/13

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LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.: Contractor: _____

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?	DBE CERTIFIED?	SUPPLIER?
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No

REV. 09/13

Docusign Envelope ID: 3B2F1321-B08B-83E6-8059-5B9BDA4CC91A

Attachment C

AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c) AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT

STATE OF Nevada }
COUNTY OF Lyon } SS

I, BENJAMIN FERIDO, E.I.T. (Name of party signing this affidavit and the Proposal Form) PROJECT MANAGER (title). being duly sworn do depose and say: That THE CITY OF FERNLEY (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

PROJECT MANAGER
Title

Sworn to before me this 14th day of May, 2026

(SEAL)

BRAELYN BIRKEL
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 04-15-29
Certificate No: 25-1349-12

Notary Public, Judge or other Official

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Attachment D

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

BENJAMIN FERIDO
Name (please type or print)

Signature

PROJECT MANAGER
Title

Docusign Envelope ID: 3B2F1321-B08B-83E6-8059-5B9BDA4CC91A

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Docusign Envelope ID: 3B2F1321-B08B-83E6-8059-5B9BDA4CC91A

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Actions:
☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
☐ c. Initial award
☐ d. post-award

3. Report Type:
☐ a. initial filing
☐ b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ **Prime** ☐ **Sub-awardee**
Tier _____, *if* known:

Congressional District, *if* known:

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, *if* known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if* applicable: _____

8. Federal Action Number, *if* know:

9. Award Amount, *if* known:
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply):*
$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply):*
☐ **a. cash**
☐ **b. in-kind; specify**: nature _____
value _____

13. Type of Payment *(check all that apply):*
☐ **a. retainer**
☐ **b. one-time fee**
☐ **c. commission**
☐ **d. contingent fee**
☐ **e. deferred**
☐ **f. other; specify:** _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ **Yes** ☐ **No**

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Olivia John, Deputy Public Works Director**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:X	No:	510-165100

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to purchase one (1) 1 & 1/2-ton, four-wheel drive pickup truck with service body and crane for the City of Fernley's Water Distribution Department for an amount not to exceed $120,645.25.

AGENDA ITEM BRIEF:

The City of Fernley's Fleet Department, on behalf of the Water Distribution Department, is requesting to purchase one (1) 1 & 1/2-ton, four-wheel drive pickup truck with service body and crane to be assigned to the Water Distribution Department. The vehicle will be utilized by staff for the operations, maintenance, and construction of the City's water distribution infrastructure.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1) 1 & 1/2-ton, four-wheel drive pickup truck with a service body and crane for the City of Fernley's Water Distribution Department for an amount not to exceed $120,645.25."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny this purchase and provide staff with further direction.

BACKGROUND:

The City of Fernley's Fleet Department, on behalf of the Water Distribution Department, is requesting to purchase one (1) 1 & 1/2-ton, four-wheel drive pickup truck with service body and crane to be assigned to the Water Distribution Department. The vehicle will be utilized by staff for the operations, maintenance, and construction of the City's water distribution infrastructure.

Every fiscal year, the State accepts bids from dealerships around Nevada for assorted makes and models of work trucks, cars and light and heavy equipment for purchase by local government agencies. Using the results of the State's competitive bid process is standard practice for municipalities because it saves time and money. The municipality does not have to assemble bid documents, advertise, and rank bidders with the intention of making a purchase.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.063

FINANCIAL IMPLICATIONS:

This purchase will be made using G.L. number 510-165100 within the Water Enterprise Fund portion of the FY 26-27 Budget.

ATTACHMENTS:

1. 510 - Water Distribution Service-Crane Truck
2. Quote - 2027 Ford F550 Reg Cab Service Truck

DETAIL SHEET

Title: 1 & 1/2-ton Pickup Truck with Service Body and Crane

Department: Water Distribution

Description and Justification:

The City of Fernley's Fleet Department, on behalf of the Water Distribution Department, is requesting one (1) 1 & 1/2-ton, four-wheel drive pickup truck with a service body and crane to be assigned to the Water Distribution Department. This vehicle will be utilized by staff for the operations, maintenance, and construction of the City's water distribution infrastructure.

Relationship to Strategic Plan: City of Fernley Fleet Management Program

Relationship to Council Priorities: FY 2026/2027 Budget priorities.

RECOMMENDED FINANCING

	Source of Funds/GL	Total Five-Year Cost	Estimated Expenditures by Fiscal Year				
			FY26/27	FY27/28	FY28/29	FY29/30	FY30/31
A. Feasibility Study							
B. Design							
C. Land Acquisition							
D. Construction							
E. Buildings							
F. Furnishings							
G. Vehicles/Equipment	Water Enterprise Fund		$120,645.25				
H. Other							
Total			$120,645.25				

Additional Notes:

Corwin RENO | Ford PRO Commercial Vehicle Center

QUOTE: 022051

Sales • Service • Used Cars & Trucks

11111 S Virginia St.
Reno, NV 89511

Phone: 775-328-9011

Customer # CITY OF FERNLEY

Sold to:

Address:

City, State &
Zip Code

VIN	Year	Make	Model
		Ford	F550
Salesperson	**Deal #**		**PO #**
DENNIS TAGLIARINO			

2027 F550 REG CAB 4X4 XL
SERVICE CRANE 4000# 36" BOXES/ EXTENDED REAR BUMPER
6.7 DIESEL / 10 SPEED TRANS
PLATFORM RUNNING BOARDS
SPARE TIRE / JACK
REAR CAMERA KIT

TRUCK COST $69,350 DIESEL OR $60,350 GAS
BODY COST W/ COMPRESSOR/ HOSE REELS $67,025
BODY COST NO COMPRESSOR OR HOSE REELS $51,267

ALSO ADD $28.25 FOR TITLE FEE

Thank you for your business!

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Ozwald Henke, Utilities Director**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes: X	No:	Yes: X	No:	510-810-430

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve a contract with Stonehouse Drilling to rehabilitate Well 9A, in the amount not to exceed $32,980.00.

AGENDA ITEM BRIEF:

This contract will provide rehabilitation services for the City's municipal Well 9A.

RECOMMENDED MOTION:

"I move to approve a contract with Stonehouse Drilling to rehabilitate Well 9A, in the amount not to exceed $32,980.00."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

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

BACKGROUND:

Every Production Well in the City is on a rotation to be rehabilitated. This is needed due to repetitive use and corrosion or deposits that can build up inside the Well casing and reduce the water production. This routine maintenance is also used to inspect the casing and determine the wells' wear and tear or need for replacement.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332

FINANCIAL IMPLICATIONS:

A Well rehabilitation helps increase pumping efficiency, which reduces costs. This also allows more water to be produced through the Well screens. It can also detect an imminent failure of the Well and allow more time to replace or repair the Well, which will reduce emergency repair costs.

ATTACHMENTS:

1. Stonehouse Drilling Well 9_Combined

CONTRACT

A Contract For **Professional Services**

THIS CONTRACT is made and entered into this **August 5, 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 **Stonehouse Drilling and Construction**, a **Drilling and Construction** firm whose address is:

805 Bennie Ln. Reno, NV 89512 ("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 B** and incorporated herein by this reference.

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

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

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

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

If to Contractor: **Stonehouse Drilling and Construction**
805 Bennie Ln.
Reno, NV 89512

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: _____

_____
Utilities Director

Dated: _____

_____
Chief Operating Officer

APPROVED AS TO FORM:

Dated: _____

_____
City Attorney

CONTRACT

A Contract For **Professional Services**

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

CONTRACTOR

By:

Title:

Firm:

Business License #:

Address: **805 Bennie Ln.**
Reno, NV. 89512

Telephone:

Fax:

E-mail Address:

_____

(Signature of Contractor)

DATED this

Attachment A

805 Bennie Ln.
Reno, NV. 89512
p: (775) 432-2900
f: (775) 331-8284

STONEHOUSE DRILLING & CONSTRUCTION

Service Quotation

Project Name: City of Fernley-Well 9A
Location: Fernley
State: NV
Scope: Well Rehab

Contact Name: Aaron Smith
Phone#: 775-531-0740
Email: asmith@cityoffernley.org

Quote: SP03026-A
Date: 6/8/2026
Quoted by: Brent Petring
bpetring@shdrilling.com

Scope of Supply

Line	Item	Qty.	UoM	Price	Extended
	Well Service - WELL 9A				
1	Mobilize equipment, material and personnel to well location	1	ea.	$ 3,250.00	$ 3,250.00
2	Disassembly of top end	1	ea.	$ 525.00	$ 525.00
3	Pull pump in building. 10" column, 10ft joints (price/ft)	250	ft.	$ 26.00	$ 6,500.00
4	Camera Inspection - Initial	1	ea.	$ 2,400.00	$ 2,400.00
5	Mechanical brushing, bailing fill from well	8	hr.	$ 285.00	$ 2,280.00
6	Open end reverse fill from well	0	hr.	$ 400.00	$ -
7	Camera Inspection - Subsequent	1	ea.	$ 1,800.00	$ 1,800.00
8	Set pump in building. 10" column, 10ft joints (price/ft)	250	ft.	$ 26.00	$ 6,500.00
9	Re-assembly of top end	1	ea.	$ 525.00	$ 525.00
10	Misc. project supplies	1	ea.	$ 450.00	$ 450.00
	Pump Service Rate Estimates				
11	Pump tear down and inspection	1	ea.	$ 750.00	$ 750.00
12	Pump turbine bowl assembly re-build (estimated) 12" x 4 stg Turbine	1	ea.	$ 8,000.00	$ 8,000.00

Additional Notes
* Prevailing or other wage determinations are not included

Notes

1. This quotation is preliminary. Final pricing will be adjusted to reflect actual quantities, project conditions and requirements.
2. By signing this quote, you understand and accept all quotation notes and Stonehouse Drilling's Terms and Conditions set forth herein.
3. Contractor must have good access to well site and level pad to preform work.
4. Customer is responsible for all electrical work unless otherwise specified in this quotation.
5. Customer is responsible for all discharge water permits.
6. Customer must supply adequate location to dispose of test pumping and development water during well rehabs.
7. Customer must furnish water to project location for flushing well prior to camera inspections to ensure camera clarity.
8. Stonehouse Drilling cannot guarantee the performance or quality of any well drilled or serviced by Stonehouse.

Additional Charges Billed As Required
- ·Discharge piping if required
- ·Additional mobilizations to project site
- ·Supply water trucking
- ·Acid/Disinfectant will be billed as needed
- ·Standby time
- ·Additional materials as required.

PROJECT TOTAL $ 32,980.00 *Sales tax not included

PAYMENT TERMS: 50% Deposit at Signing; balance N10

ACCEPTED BY: _____

Quote must be signed and returned to Stonehouse Drilling prior to placement on service schedule.

DATE: _____

Quote good for 15 days, Subject to prior sale.

Stonehouse Drilling
Pump Service Price Sheet
City of Fernley
Rev. 5/21/2026

Service Pricing for 2026-2027				
Item	Description	UoM		Price
1	Mobilization & demobilization to project site	l.s.	$	3,250.00
2	Well head assembly or disassembly	ea.	$	525.00
3	Camera Inspection - Initial	ea.	$	2,400.00
4	Camera Inspection - subsequent	ea.	$	1,800.00
5	Set or pull pump in a building (price/ft) - 6" column. 10ft joints	l.f.	$	20.00
6	Set or pull pump in a building (price/ft) - 8" column. 10ft joints	l.f.	$	24.00
7	Set or pull pump in a building (price/ft) - 10" column. 10ft joints	l.f.	$	26.00
8	Set or pull pump in a building (price/ft) - 12" column. 10ft joints	l.f.	$	28.00
9	Discount for 20' column sections in lieu of 10'. (price/ft)	l.f.	$	(8.00)
10	Mechanical brushing / bailing	hr.	$	285.00
11	Airlift development. Double-swab or Open-End	hr.	$	400.00
12	Acid Treatment Chemical Costs (estimated)	l.s.	$	8,750.00
13	Batch & spot inject acid	l.s.	$	1,400.00
14	Line swab acid	hr.	$	285.00
15	Chlorine disinfection	l.s.	$	1,250.00
16	Pump teardown & inspection	ea.	$	750.00
17	Pump rebuild cost	ea.	Varies	
18	Misc. project supplies	l.s.	$	450.00
19	Standby time (if required)	hr.	$	300.00
20	Install/Removal of Stonehouse Drilling Test Pump - VT Pump	l.f.	$	55.00
21	Test pumping development & aquifer test pump	hr.	$	325.00
	Additional Items As Needed			
22	Frack Tank, includes delivery/removal	l.s.	$	1,800.00
23	40T-55T Rental crane (if required)	day	$	3,500.00
24	WellJet High-Pressure Water Jetting (Estimated)	ea.	$	25,000.00

Pricing Notes & Exceptions

* Prevailing or other wage determinations are not included
* Payment & performance bonds are available for additional cost upon request
* 24/7 work schedule must be available for acid rehabs
* Electrical work all must be performed by others.
* Sites must have good access for equipment, additional costs will be charged if required for removal/replacement of fencing, traffic control, site improvements, etc.
* All new materials will be quoted for City approval, prior to ordering.
* Water management, including discharge piping is assumed to be onsite. Additional costs will be charged for piping, tanks, sprinklers, or other water management items as needed.
* Bac-T sampling and lab testing is by others.
* Stonehouse has 30T boomtruck. Rental crane will only be charged if pump set size requires larger equipment.
* Stonehouse Drilling reserves the right to adjust pricing, prior to project commencement, if required due to increase fuel costs, force majeure, or other extenuating circumstances.

Payment Terms: NET30

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Ozwald Henke, Utilities Director**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes: X	No:	Yes: X	No:	510-810-430

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve a contract with Stonehouse Drilling to rehabilitate Well 13, in the amount not to exceed $27,780.00.

AGENDA ITEM BRIEF:

This contract will provide rehabilitation services for the City's municipal Well 13.

RECOMMENDED MOTION:

"I move to approve a contract with Stonehouse Drilling to rehabilitate Well 13, in the amount not to exceed $27,780.00."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

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

BACKGROUND:

Every Production Well in the City is on a rotation to be rehabilitated. This is needed due to repetitive use and corrosion or deposits that can build up inside the well casing and reduce the water production. This routine maintenance is also used to inspect the casing and determine the wells' wear and tear or need for replacement.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332

FINANCIAL IMPLICATIONS:

A well rehabilitation helps increase pumping efficiency, which reduces costs. This also allows more water to be produced through the well screens. It can also detect an imminent failure of the well and allow more time to replace or repair the well, which will reduce emergency repair costs.

ATTACHMENTS:

1. Stonehouse Drilling Well 13_Combined

CONTRACT

A Contract For **Professional Services Well 13**

THIS CONTRACT is made and entered into this **August 5, 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 **Stonehouse Drilling and Construction**, a **Drilling and Construction** firm whose address is:

805 Bennie Ln. Reno, NV 89512 ("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 B** and incorporated herein by this reference.

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

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

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

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

If to Contractor: **Stonehouse Drilling and Construction**
805 Bennie Ln.
Reno, NV 89512

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: _____

_____
Utilities Director

Dated: _____

_____
Chief Operating Officer

APPROVED AS TO FORM:

Dated: _____

_____
City Attorney

CONTRACT

A Contract For **Professional Services Well 13**

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

CONTRACTOR

By:

Title:

Firm:

Business License #:

Address: **805 Bennie Ln.**
Reno, NV. 89512

Telephone:

Fax:

E-mail Address:

_____

(Signature of Contractor)

DATED this

_____Contractor's Initial _____CoF Representative

805 Bennie Ln.
Reno, NV. 89512
p: (775) 432-2900
f: (775) 331-8284

Attachment A

STONEHOUSE DRILLING & CONSTRUCTION

Service Quotation

Project Name: City of Fernley-Well 13
Location: Fernley
State: NV
Scope: Well Rehab

Contact Name: Aaron Smith
Phone#: 775-531-0740
Email: asmith@cityoffernley.org

Quote: SP03026-B
Date: 6/8/2026
Quoted by: Brent Petring
bpetring@shdrilling.com

Scope of Supply

Line	Item	Qty.	UoM	Price	Extended
	Well Service - WELL 13				
1	Mobilize equipment, material and personnel to well location	1	ea.	$ 3,250.00	$ 3,250.00
2	Disassembly of top end	1	ea.	$ 525.00	$ 525.00
3	Pull pump in building. 8" column, 10ft joints (price/ft)	200	ft.	$ 24.00	$ 4,800.00
4	Camera Inspection - Initial	1	ea.	$ 2,400.00	$ 2,400.00
5	Mechanical brushing, bailing fill from well	8	hr.	$ 285.00	$ 2,280.00
6	Open end reverse fill from well	0	hr.	$ 400.00	$ -
7	Camera Inspection - Subsequent	1	ea.	$ 1,800.00	$ 1,800.00
8	Set pump in building. 8" column, 10ft joints (price/ft)	200	ft.	$ 24.00	$ 4,800.00
9	Re-assembly of top end	1	ea.	$ 525.00	$ 525.00
10	Misc. project supplies	1	ea.	$ 450.00	$ 450.00
	Pump Service Rate Estimates				
11	Pump tear down and inspection	1	ea.	$ 750.00	$ 750.00
12	Pump turbine bowl assembly re-build (estimated) 10" x 7 stg Turbine	1	ea.	$ 6,200.00	$ 6,200.00

Additional Notes

* Prevailing or other wage determinations are not included

Notes

1. This quotation is preliminary. Final pricing will be adjusted to reflect actual quantities, project conditions and requirements.
2. By signing this quote, you understand and accept all quotation notes and Stonehouse Drilling's Terms and Conditions set forth herein.
3. Contractor must have good access to well site and level pad to preform work.
4. Customer is responsible for all electrical work unless otherwise specified in this quotation.
5. Customer is responsible for all discharge water permits.
6. Customer must supply adequate location to dispose of test pumping and development water during well rehabs.
7. Customer must furnish water to project location for flushing well prior to camera inspections to ensure camera clarity.
8. Stonehouse Drilling cannot guarantee the performance or quality of any well drilled or serviced by Stonehouse.

Additional Charges Billed As Required

- ·Discharge piping if required
- ·Additional mobilizations to project site
- ·Supply water trucking
- ·Acid/Disinfectant will be billed as needed
- ·Standby time
- ·Additional materials as required.

PROJECT TOTAL $ 27,780.00 *Sales tax not included

PAYMENT TERMS: 50% Deposit at Signing; balance N10

ACCEPTED BY: _____

Quote must be signed and returned to Stonehouse Drilling prior to placement on service schedule.

DATE: _____

Quote good for 15 days, Subject to prior sale.

Stonehouse Drilling
Pump Service Price Sheet
City of Fernley
Rev. 5/21/2026

Service Pricing for 2026-2027				
Item	Description	UoM		Price
1	Mobilization & demobilization to project site	l.s.	$	3,250.00
2	Well head assembly or disassembly	ea.	$	525.00
3	Camera Inspection - Initial	ea.	$	2,400.00
4	Camera Inspection - subsequent	ea.	$	1,800.00
5	Set or pull pump in a building (price/ft) - 6" column. 10ft joints	l.f.	$	20.00
6	Set or pull pump in a building (price/ft) - 8" column. 10ft joints	l.f.	$	24.00
7	Set or pull pump in a building (price/ft) - 10" column. 10ft joints	l.f.	$	26.00
8	Set or pull pump in a building (price/ft) - 12" column. 10ft joints	l.f.	$	28.00
9	Discount for 20' column sections in lieu of 10'. (price/ft)	l.f.	$	(8.00)
10	Mechanical brushing / bailing	hr.	$	285.00
11	Airlift development. Double-swab or Open-End	hr.	$	400.00
12	Acid Treatment Chemical Costs (estimated)	l.s.	$	8,750.00
13	Batch & spot inject acid	l.s.	$	1,400.00
14	Line swab acid	hr.	$	285.00
15	Chlorine disinfection	l.s.	$	1,250.00
16	Pump teardown & inspection	ea.	$	750.00
17	Pump rebuild cost	ea.	Varies	
18	Misc. project supplies	l.s.	$	450.00
19	Standby time (if required)	hr.	$	300.00
20	Install/Removal of Stonehouse Drilling Test Pump - VT Pump	l.f.	$	55.00
21	Test pumping development & aquifer test pump	hr.	$	325.00
	Additional Items As Needed			
22	Frack Tank, includes delivery/removal	l.s.	$	1,800.00
23	40T-55T Rental crane (if required)	day	$	3,500.00
24	WellJet High-Pressure Water Jetting (Estimated)	ea.	$	25,000.00

Pricing Notes & Exceptions

* Prevailing or other wage determinations are not included
* Payment & performance bonds are available for additional cost upon request
* 24/7 work schedule must be available for acid rehabs
* Electrical work all must be performed by others.
* Sites must have good access for equipment, additional costs will be charged if required for removal/replacement of fencing, traffic control, site improvements, etc.
* All new materials will be quoted for City approval, prior to ordering.
* Water management, including discharge piping is assumed to be onsite. Additional costs will be charged for piping, tanks, sprinklers, or other water management items as needed.
* Bac-T sampling and lab testing is by others.
* Stonehouse has 30T boomtruck. Rental crane will only be charged if pump set size requires larger equipment.
* Stonehouse Drilling reserves the right to adjust pricing, prior to project commencement, if required due to increase fuel costs, force majeure, or other extenuating circumstances.

Payment Terms: NET30

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Ana Navarro**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:X	No:	520-810-320

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve the Professional Services Agreement with Shaw Engineering for the development and implementation support of the City of Fernley's Industrial Pretreatment Program in an amount not to exceed $45,500.

AGENDA ITEM BRIEF:

The purpose of this project is to modernize and strengthen the City's Industrial Pretreatment Program to better support Fernley's continued growth and increasing industrial development. As the community expands, the City must implement a more proactive, consistent, and efficient process for identifying industrial and high-strength commercial wastewater users before they impact the wastewater collection and treatment system.

RECOMMENDED MOTION:

"I move to approve the Professional Services Agreement with Shaw Engineering for the development and implementation of the City of Fernley's Industrial Pretreatment Program in an amount not to exceed $45,500, and authorize the Utilities Department to execute the agreement."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

1. Approve the agreement as presented.
2. Direct staff to negotiate modifications to the agreement.
3. Decline to proceed with development of the Industrial Pretreatment Program

BACKGROUND:

History

Historically, the City has relied primarily on businesses to self-identify and self-assess whether their operations required industrial pretreatment review or permitting. While this approach has been adequate in the past, it depends heavily on applicants' understanding complex regulatory requirements and accurately disclosing their industrial processes.

As Fernley continues to experience commercial and industrial growth, the City recognizes the need to transition to a more reliable and internally managed review process. Rather than relying solely on self-identification, the proposed program will incorporate pretreatment screening into existing City processes that already collect operational information from businesses.

Purpose

The purpose of this project is to modernize and strengthen the City's Industrial Pretreatment Program to better support Fernley's continued growth and increasing industrial development. As the community expands, the City must implement a more proactive, consistent, and efficient process for identifying industrial and high-strength commercial wastewater users before they impact the wastewater collection and treatment system.

The proposed program will establish standardized procedures, ordinances, manuals, and internal workflows that enable City staff to evaluate industrial operations early in the development process, improve regulatory compliance, protect public infrastructure, and ensure equitable application of pretreatment requirements throughout the City.

The new process does not create an additional permit. Instead, it leverages information already being collected by existing City departments to identify potential industrial users earlier in the development process. This reinforces the City's commitment to improving internal coordination and to adopting a more consistent and proactive program, while reducing the likelihood that industrial users are inadvertently overlooked.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Applicable regulations: NDEP wastewater permitting requirements and City's Sewer Use Ordninace

FINANCIAL IMPLICATIONS:

The proposed agreement is for an amount not to exceed $45,500, funded through the Wastewater Enterprise Fund Engineering Services.

ATTACHMENTS:

1. IndustrialPretreatmentProgram
2. CoF Industrial Pretreatment Program Shaw Proposal

CONTRACT

A Contract For **Professional Services**

THIS CONTRACT is made and entered into this **August 5, 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 **Professional Services** 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 (which date shall be inserted into the introductory paragraph of this Contract) and, subject to appropriation, shall remain in full force and effect until the services are completed unless terminated earlier pursuant to Section 6.

2. **CONTRACTOR'S SERVICES.**

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

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

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

   D. **Cooperation with City.** Contractor agrees that its officers, associates, employees, and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for

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

3. COMPENSATION AND TERMS OF PAYMENT.

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

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

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

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

If to the City: City 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:

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.

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:

Dated: _____

CITY OF FERNLEY

_____
City of Fernley Mayor

Dated: _____

ATTEST: _____
City Clerk

Dated: _____

_____
Utilities Director

Dated: _____

_____
Chief Operating Officer

APPROVED AS TO FORM:

Dated: _____

_____
City Attorney

CONTRACT

A Contract For **Professional Services**

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

CONTRACTOR

By:

Title:

Firm:

Business License #:

Address: **20 Vine Street**
Reno, NV. 89503

Telephone:

Fax:

E-mail Address:

_____

(Signature of Contractor)

DATED this

June 24, 2026

Aaron Smith, PE, MSc.
City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

Re: City of Fernley Industrial Pretreatment Program Assistance
Engineering Services Proposal

Dear Mr. Smith:

Project Understanding

The City of Fernley owns and operates a publicly owned treatment works and wastewater collection system that receives wastewater from commercial and industrial users. Industrial and high-strength discharges can affect collection system operation, treatment plant performance, effluent compliance, worker safety, and long-term treatment capacity.

As Fernley continues to grow, the City desires to update and simplify its Industrial Pretreatment Program so that new and existing industrial and commercial users can be identified, classified, monitored, and regulated in a consistent manner. Shaw Engineering will assist the City in developing practical program documents, survey forms, ordinance recommendations, and implementation procedures based on available City information, federal pretreatment requirements (40 CFR 403), NDEP Water Technical Sheet 44, and the City's operational needs.

Task 1.0 Preliminary Investigation and Industrial User Inventory

Shaw will review available City records, including sewer customer information, business license information, zoning and land use data, wastewater sampling data, treatment plant operating records, and other information provided by the City. Shaw will develop an initial inventory of existing and potential industrial or high-strength commercial users and identify users that may require additional review, survey forms, sampling, discharge controls, or future permitting.

Task 2.0 Regulatory Review and Program Framework

Shaw will review applicable pretreatment requirements and guidance, including 40 CFR Part 403, NDEP WTS-44, applicable Water Pollution Control Permit requirements, and the City's current sewer use ordinance. Shaw will develop a practical program framework addressing user identification, prohibited discharges, Significant Industrial User screening, monitoring, reporting, recordkeeping, enforcement response, and City department responsibilities.

Task 3.0 Industrial User Survey and Wastewater Characterization Strategy

Shaw will prepare an Industrial User survey to collect information regarding business operations, process wastewater sources, chemical storage, discharge flow rates, pretreatment equipment, spill prevention practices, and potential pollutants of concern. Shaw will also develop a wastewater characterization strategy identifying recommended sampling locations, analytical parameters, sampling frequency, and laboratory testing needs for applicable users. The strategy may include parameters such as BOD5, TSS, pH, fats, oils and grease, nutrients, metals, petroleum hydrocarbons, temperature, volatile organic compounds, brine-related constituents, and other pollutants of concern.

This task does not include site visits to evaluate existing potential discharges. It is expected that each industrial user will need to apply for or renew their permit when the pre-treatment ordinance is passed. Once the ordinance is passed, Shaw will perform onsite inspections and customer onboarding assistance under Task 7.0 with the use of Task Order Authorizations.

Task 4.0 Sewer Use Ordinance and Local Limits Review

Shaw will review the City's existing sewer use ordinance and identify recommended revisions needed to support implementation of the Industrial Pretreatment Program. The review will focus on prohibited discharges, right of entry, sampling access, monitoring and reporting, Significant Industrial User identification, discharge permitting, cost recovery, enforcement response, spill notification, hauled waste controls, and protection of the wastewater treatment facility. Shaw will also evaluate whether local discharge limits should be developed, updated, or incorporated into the City's ordinance or program documents. Additionally, Shaw will develop a standard detail for a flow metering and sampling manhole.

Task 5.0 Industrial Pretreatment Program Manual

Shaw will prepare a draft Industrial Pretreatment Program Manual for City review. The manual will serve as a practical implementation document for City engineering, public works, utility billing, wastewater operations, inspection, and administrative staff. The manual will summarize program applicability, user classification procedures, survey procedures, discharge permit procedures, prohibited discharges, local limits, monitoring and inspection requirements, reporting and recordkeeping requirements, enforcement procedures, spill notification requirements, hauled waste considerations, FOG coordination, and staff roles.

Task 6.0 Coordination, Meetings, and Final Program Documents

Shaw will provide coordination and meetings necessary to complete the program documents. This task includes coordination with City staff, wastewater treatment plant operations staff, utility billing staff, business licensing or code enforcement staff, and other departments as needed. Shaw anticipates a kickoff meeting, progress coordination meetings, and a final review meeting. Shaw will incorporate applicable City review comments into the final documents and prepare a recommended implementation plan identifying near-term actions, responsible departments, priority users for follow-up, and recommended timing for program rollout. As the pretreatment program is approaching final development, Shaw will attend up to three city council meetings to assist in the introduction of the program and facilitate discussion and feedback on the development of the program.

Task 7.0 New/Renewed Industrial and Commercial Pretreatment Customer Onboarding - TOAs

This task is anticipated to be recoverable by the City through pretreatment application or review fees. Shaw will support the City in reviewing new industrial and commercial customers prior to connection to the wastewater collection system. Support will include review of business operations, anticipated wastewater characteristics, proposed sewer discharge flows, pretreatment needs, potential pollutants of concern, completed user surveys, utility connection applications, process descriptions, plumbing plans, and pretreatment equipment information. Shaw will provide written recommendations regarding user classification, sampling needs, discharge requirements, monitoring requirements, pretreatment equipment, and conditions to include in a discharge authorization, service agreement, or industrial wastewater discharge permit.

In order to simplify the collection of permit fees, lump sum review amounts have been established for many of the permits. Review time for all pre-treatment applications will be 45 days for initial reviews and 15 to 30 days for resubmittals.

The following assumptions have been made for this proposal.

- The City will provide available sewer customer records, business license information, zoning information, industrial user information, treatment plant operating data, wastewater sampling data, sewer use ordinance documents, and applicable permit information.
- All correspondence with the Industrial/Commercial discharger will be routed through the City of Fernley.
- Shaw will rely on information provided by the City and readily available public information to develop the preliminary Industrial User inventory.

- Wastewater sampling and laboratory analytical costs are not included; however, Shaw will provide recommendations for sampling locations, parameters, and frequency.
- Legal review of sewer use ordinance revisions will be performed by the City Attorney or other legal counsel retained by the City.
- Preparation of individual Industrial User discharge permits is not included, although permit templates and procedures may be included in the program manual.
- Enforcement actions against specific Industrial Users are not included.
- Hydraulic modeling, treatment plant process modeling, and detailed local limits allocation modeling are not included unless authorized as additional services.
- Public hearings, City Council presentations, and formal ordinance adoption support are excluded unless specifically requested.
- The City will provide staff availability for meetings, review comments, and coordination of internal departments.

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

Program Initiation			
Task 1.0	Preliminary Investigation and Industrial User Inventory	$	10,200
Task 2.0	Regulatory Review and Program Framework	$	4,000
Task 3.0	Industrial User Survey and Wastewater Characterization Strategy	$	6,800
Task 4.0	Sewer Use Ordinance and Local Limits Review	$	3,500
Task 5.0	Industrial Pretreatment Program Manual	$	15,000
Task 6.0	Coordination, Meetings, and Final Program Documents	$	6,000
	Total	**$**	**45,500**
Ongoing Support			
Task 7.0	Industrial Pretreatment Permit Assistance	$	4,000/permit

The work listed aboved will be billed based on time and materials at the fee schedule attached and will not exceed **$45,500** without prior owner authorization. The scope of work is anticipated to be completed within **150 days** from authorization to proceed.

Thank you for the opportunity to submit this proposal. If you have any questions, please email or call.

Sincerely,
SHAW ENGINEERING

Owen Wurgler, P.E., Msc.
Principal Engineer
owen@shawengineering.com
(775) 329-5559

SHAW ENGINEERING

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: August 5, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Olivia John, Deputy Public Works Director**

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

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to purchase one (1) hydraulic snowplow and one (1) mounted salt-sand spreader for the City of Fernley's Fleet Department for an amount not to exceed $26,801.30.

AGENDA ITEM BRIEF:

The City of Fernley's Fleet Department is requesting to purchase one (1) hydraulic snowplow and one (1) mounted salt-sand spreader to be assigned to the department. The equipment will be mounted on the 4-yard dump truck that was recently purchased for the Streets & Storm Drains Department.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1) hydraulic snowplow and one (1) mounted salt-sand spreader for the City of Fernley's Fleet Department for an amount not to exceed $26,801.30."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny the purchase and provide staff with further direction.

BACKGROUND:

The City of Fernley's Fleet Department is requesting to purchase one (1) hydraulic snowplow and one (1) mounted salt-sand spreader to be assigned to the department. The equipment will be mounted on a 4-yard dump truck that was purchased for the Streets & Storm Drains Department in FY 25-26. The equipment will be used to efficiently remove and prevent the accumulation of snow and ice on public roads to ensure safe travel throughout the City.

During the FY 26-27 Budget process, $20,000 was budgeted for this equipment. The quote was recently updated, and the cost increased due to surging raw material prices.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

None

FINANCIAL IMPLICATIONS:

This purchase will be made using the General Fund portion of the FY 26-27 Budget.

ATTACHMENTS:

1. 480 - Fleet Snowplow_Salt-Sand Spreader
2. Quote - Snowplow_Salt-Sand Spreader

DETAIL SHEET

Title: Hydraulic Snowplow & Mounted Salt-Sand Spreader

Department: Fleet

Description and Justification:

The City of Fernley's Fleet Department is requesting the purchase of one (1) hydraulic snowplow and one (1) mounted salt-sand spreader to be assigned to the department. The equipment will be mounted on a 4-yard dump truck that was purchased for the Streets & Storm Drains Department in FY 25-26. The equipment will be used to efficiently remove and prevent the accumulation of snow and ice on public roads to ensure safe travel throughout the City.

Relationship to Strategic Plan: Ensure municipal services meet the needs and expectations of the community.

Relationship to Council Priorities: FY 26/27 Budget Priorities

RECOMMENDED FINANCING

	Source of Funds/GL	Total Five-Year Cost	Estimated Expenditures by Fiscal Year				
			FY26/27	FY27/28	FY28/29	FY29/30	FY30/31
A. Feasibility Study							
B. Design							
C. Land Acquisition							
D. Construction							
E. Buildings							
F. Furnishings							
G. Vehicles/Equipment	General Fund		$26,801.30				
H. Other							
Total			$26,801.30				

Additional Notes:

Sales Order #2024

Ordered: 7/2/2026
Associate: Kirk

D&D Seeds and Farm Equipment Sales Inc

dba Frontier Trailer Sales & Service
5013 Washburn Way
Klamath Falls, OR 97603
541-882-7799
www.frontier-trailersales.com

Bill To:

City of Fernley
Fernley, Nevada
775-434-5491

INSTRUCTIONS: CM100II Snowdogg Snowplow Quote
Saltdogg PRO6000 Series Electric , Poly Hopper Spreader with Auger

The freight cost is an estimated price delivering to Fernley Nevada .

Order Status: Open

Item Name	Attribute	Size	Qty	Sold	Due	Price	Ext Price	Tax
16017006 Lift Frame	****		1	0	1	$4,942.85	$4,942.85	
16020822 CM100II Moldboard	****		1	0	1	$3,047.15	$3,047.15	
16062420 Truck Mount	****		1	0	1	$1,048.60	$1,048.60	
16071290 Light Adapter	****		1	0	1	$127.15	$127.15	
16160800 Headlight LED	****		1	0	1	$712.85	$712.85	
Saltdogg PRO6000 Spreader	****		1	0	1	$13,422.70	$13,422.70	
		Total Qty Ordered:	6	0	6			

Percent Unfilled: 100

	Subtotal:	$23,301.30
TAXES	0 % Tax:	+ $0.00
	Shipping:	+ $3,500.00
	TOTAL:	**$26,801.30**
	Deposit Balance:	**$0.00**
	Balance Due:	$26,801.30

Thanks for your order!

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Olivia John, Deputy Public Works Director**

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

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to purchase one (1) heavy-duty large vehicle lift for the City of Fernley's Fleet Department for an amount not to exceed $70,000.

AGENDA ITEM BRIEF:

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

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1) heavy-duty large vehicle lift for the City of Fernley's Fleet Department for an amount not to exceed $70,000."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny the purchase and provide staff with further direction.

BACKGROUND:

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

RELEVANT LAWS, STATUTES, AND REGULATIONS:

None

FINANCIAL IMPLICATIONS:

This purchase will be made using the General Fund portion of the FY 26-27 Budget.

ATTACHMENTS:

1. 480 - Fleet Heavy-Duty Vehicle Lift
2. Stertil-KONI ST1085-2FWA Mobile Lifts Sourcewell Cover Letter 2-2-26

DETAIL SHEET

Title: Heavy-duty Large Vehicle Lift

Department: Fleet

Description and Justification:

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

Relationship to Strategic Plan: Ensure municipal services meet the needs and expectations of the community.

Relationship to Council Priorities: FY 26/27 Budget Priorities

RECOMMENDED FINANCING

	Source of Funds/GL	Total Five-Year Cost	Estimated Expenditures by Fiscal Year				
			FY26/27	FY27/28	FY28/29	FY29/30	FY30/31
A. Feasibility Study							
B. Design							
C. Land Acquisition							
D. Construction							
E. Buildings							
F. Furnishings							
G. Vehicles/Equipment	General Fund		$70,000				
H. Other							
Total			$70,000				

Additional Notes:

MUNICIPAL MAINTENANCE EQUIPMENT

CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

February 2, 2026

City of Fernley
355 Cottonwood Lane
Fernley, NV 89408

Tel: 775-302-6042
khuhtala@cityoffernley.org

Attention: Kirk Huhtala

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell Contract No. 121223-SKI, for One (1) Set of Four (4) Stertil-KONI Model ST1085-2FWA Mobile Column Lifts for your review.

Summary:	Complete Lift Set per attached Sourcewell price sheet	
	Price F.O.B. Shipping Point	$82,795.75
	Discount	- 24,010.77
	Sub-Total	$58,785.16
	Estimated Freight to Fernley, NV	4,500.00
	Total	$63,284.98

- Stertil-KONI is the Sourcewell contract holder and all purchasing documents are to go directly to them. **The City's Purchase Order to be prepared and sent directly to Stertil-KONI.**
  200 Log Canoe Circle, Stevensville, MD 21666
  Phone: 410-643-9001 Fax: 410-643-8901 Email: orders@stertil-koni.com
- Municipal Maintenance Equipment, Inc. is the local dealer and will provide on-site training, warranty support, and future service for the Stertil-KONI products.
- Quotation does not include any applicable sales tax.
- Pricing includes delivery and on-site training.
- Normal delivery 120-150 days A.R.O. depending on availability at time of order.
- Product availability and proposed delivery date provided A.R.O.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: per Sourcewell Program.
- Quotation valid for 30 days.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler,
President

Enclosure

Quote

Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville, MD 21666
T: 410.643.9001
F: 410.643.8901

Quote #	3792
Date	01/28/2026
Expires	02/27/2026
RSM	Ron Reazer

Billing Address
City of Fernley, NV
Kirk Huhtala
355 Cottonwood Lane
Fernley, NV
89408
khuhtala@cityoffernley.org
(775) 302-6042

Shipping Address
City of Fernley, NV
Kirk Huhtala
355 Cottonwood Lane
Fernley, NV
89408
khuhtala@cityoffernley.org
(775) 302-6042

Sourcewell Contract #:121223-SKI

Item	Qty	Price	Discount	Total
ST-1085-2FWA Set of 4 - 74,000lbs capacity, 24 volts DC, control box on every column. Adj forks	1.00	$82,795.75	29.00%	$58,784.98

Subtotal:	$82,795.75
Discount:	($24,010.77)
Tax (No Tax%):	$0.00
Shipping:	$4,500.00
Total	$63,284.98

Comments
Sourcewell Member Account # 112067

Subcontract:

Local Distributor:

VME
Adam Horch
ahorch@source-mme.com

(916) 505-2070

Terms and Conditions

1. Purchase Orders MUST be issued to Stertil- Koni USA, Inc., not the Local Distributor. Please submit Purchase Orders to orders@stertil-koni.com.
2. P.O.s must be issued on a company letterhead and must contain contact information, billing address, shipping address, phone number, and email. P.O. must also contain direct reference to parts, pricing, and quantity provided on the quote or direct reference to quote number.
3. Product availability and proposed delivery date provided ARO.
4. Stertil-Koni is responsible for collecting sales tax in the following states: CA, FL, HI, MD, NY, and WA. Customers outside of these states are responsible for any applicable sales or use tax.

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Olivia John, Deputy Public Works Director**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:X	No:	510-165100

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to purchase one (1) backhoe for the Water Treatment Plant for an amount not to exceed $150,000.

AGENDA ITEM BRIEF:

The City of Fernley's Fleet Department, on behalf of the Water Treatment Plant, is requesting the purchase of one (1) backhoe to be assigned to the division. The equipment will be used for facility operations, maintenance, and repairs at the Water Treatment Plant.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1) backhoe for the Water Treatment Plant for an amount not to exceed $150,000."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny the purchase and provide staff with further direction.

BACKGROUND:

The City of Fernley's Fleet Department, on behalf of the Water Treatment Plant, is requesting the purchase of one (1) backhoe to be assigned to the division. The equipment will be used for facility operations, maintenance, and repairs at the Water Treatment Plant.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

None

FINANCIAL IMPLICATIONS:

This purchase will be made using G.L. number 510-165100 within the Water Enterprise Fund portion of the FY 26-27 Budget.

ATTACHMENTS:

1. 510 - Water Treatment Plant Backhoe
2. WTP_NEW QUOTE 420 (GP Bucket) 6.26.2026

DETAIL SHEET

Title: Backhoe

Department: Water Treatment Plant

Description and Justification:

The City of Fernley's Fleet Department, on behalf of the Water Treatment Plant, is requesting the purchase of one (1) backhoe to be assigned to the division. The equipment will be used for facility operations, maintenance, and repairs at the Water Treatment Plant.

Relationship to Strategic Plan: Maintain public infrastructure.

Relationship to Council Priorities: FY 2026/2027 Budget priorities.

RECOMMENDED FINANCING

	Source of Funds/GL	Total Five-Year Cost	Estimated Expenditures by Fiscal Year				
			FY26/27	FY27/28	FY28/29	FY29/30	FY30/31
A. Feasibility Study							
B. Design							
C. Land Acquisition							
D. Construction							
E. Buildings							
F. Furnishings							
G. Vehicles/Equipment	Water Enterprise Fund		$150,000				
H. Other							
Total			$150,000				

Additional Notes:

KIRK HUHTALA
FERNLEY, CITY OF
595 SILVER LACE BLVD
FERNLEY, NV 89408
775.302.6042
KHUHTALA@CITYOFFERNLEY.ORG

6/26/2026

2026 New Caterpillar 420 07A BACKHOE LOADER (GP BUCKET)

Configured as Follows

Ref #	Description	Price
5427992	420	$110,860
5434284	STICK, EXT, 14'	$6,120
5441066	PT, 2WS, PSHF	$12,180
5419540	ENG, C3.6, T4F, 100HP	$12,110
5427772	HYD, GP, 6FCN	$1,855
5440883	CAB, DLX	$10,650
5455047	DISPLAY, STD	$0
4916734	WORKLIGHTS (8) HALOGEN LAMPS	$78
6777606	SEAT, FABRIC	$655
6707049	BELT, SEAT, 3"	$183
5427810	AIR CONDITIONER, T4F	$3,050
6394880	PRODUCT LINK, CELLULAR, PLE643	$0
3792161	TIRES, 12.5 80/19.5L-24, GY	$2,230
3379696	CTWT, 1015 LBS	$2,235
3377388	BUCKET-GP, 1.4 YD3, PO	$4,042
9R5321	CUTTING EDGE, TWO PIECE	$338
6493900	COUPLER, PG, MAN.D.LOCK, BHL	$2,514
5590872	INSTRUCTIONS, ANSI	$0
4218926	SERIALIZED TECHNICAL MEDIA KIT	$0
5516453	RIDE CONTROL	$2,031
6346334	BEACON, AMBER LED	$368
5402298	STD RADIO (12V)	$705
5516940	COLD WEATHER PACKAGE, 120V	$985
5675090	AUTO-UP STABILIZERS	$0
3822499	MIRRORS, EXTERNAL, BOTH SIDES	$925
0P0210	PACK, DOMESTIC TRUCK	$0
4616839	SHIPPING/STORAGE PROTECTION	$277
3889668	BUCKET-GRADING, 47", BOCE/PIN	$4,076

Pricing Summary

Caterpillar List Price:	**$178,467**
Less Omnia Partners Co-op State of NV Contract #99SWC-NV24-20894 (22.00%):	**($39,263)**
Additional Empire Discount:	**($5,354)**
Sale Price Subtotal:	**$133,850**
Dealer Prep/Delivery:	**$800**
Sales Tax:	**$0**
Grand Total:	**$134,650**

PRICING INCLUDES THE FOLLOWING:
CATERPILLAR PREMIER STANDARD WARRANTY, 12M/UNLIMITED HOURS
DEALER PREP, MACHINE DELIVERY AND OPERATOR TRAINING

Sincerely,

Mike Hulse
Account Manager, Governmental
Empire Southwest
775.560.8227
Mike.Hulse@Empire-Cat.com

This quote is good for thirty days and prices are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms (www.empire-cat.com/salesserviceterms), which are incorporated into this quote. Client agrees that pricing is subject to adjustment in the event a manufacturer increases pricing due to changes in applicable tariffs, duties, or other governmental charges. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Olivia John, Deputy Public Works Director**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:X	No:	520-165100

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to purchase one (1) backhoe with attachments for the Wastewater Department for an amount not to exceed $250,000.

AGENDA ITEM BRIEF:

The City of Fernley's Fleet Department, on behalf of the Wastewater Department, is requesting the purchase of one (1) backhoe with attachments to be assigned to the division. The equipment will be used for operations, maintenance, and repairs of the East Wastewater Treatment Plant and associated sewer infrastructure throughout the City.

RECOMMENDED MOTION:

"I move to Approve the purchase of one (1) backhoe with attachments for the Wastewater Department for an amount not to exceed $250,000."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny the purchase and provide staff with further direction.

BACKGROUND:

The City of Fernley's Fleet Department, on behalf of the Wastewater Department, is requesting the purchase of one (1) backhoe with attachments to be assigned to the division. The equipment will be used for operations, maintenance, and repairs of the East Wastewater Treatment Plant and associated sewer infrastructure throughout the City.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

None

FINANCIAL IMPLICATIONS:

This purchase will be made using G.L. number 520-165100 within the Sewer Enterprise Fund portion of the FY 26-27 Budget.

ATTACHMENTS:

1. 520 - Wastewater Backhoe
2. WW_NEW QUOTE 420 (IT QC.MP.FORKS) 6.26.2026

DETAIL SHEET

Title: Backhoe with attachments

Department: Wastewater

Description and Justification:

The City of Fernley's Fleet Department, on behalf of the Wastewater Department, is requesting the purchase of one (1) backhoe with attachments to be assigned to the division. The equipment will be used for operations, maintenance, and repairs at the East Wastewater Treatment Plant and associated sewer infrastructure throughout the City.

Relationship to Strategic Plan: Maintain public infrastructure.

Relationship to Council Priorities: FY 2026/2027 Budget priorities.

RECOMMENDED FINANCING

	Source of Funds/GL	Total Five-Year Cost	Estimated Expenditures by Fiscal Year				
			FY26/27	FY27/28	FY28/29	FY29/30	FY30/31
A. Feasibility Study							
B. Design							
C. Land Acquisition							
D. Construction							
E. Buildings							
F. Furnishings							
G. Vehicles/Equipment	Sewer Enterprise Fund		$250,000				
H. Other							
Total			$250,000				

Additional Notes:

KIRK HUHTALA
FERNLEY, CITY OF
595 SILVER LACE BLVD
FERNLEY, NV 89408
775.302.6042
KHUHTALA@CITYOFFERNLEY.ORG

6/26/2026

2026 New Caterpillar 420 07A BACKHOE LOADER (IT QC, MP BUCKET/FORKS)

Configured as Follows

Ref #	Description	Price
5427992	420	$110,860
5434284	STICK, EXT, 14'	$6,120
5441066	PT, 2WS, PSHF	$12,180
5419540	ENG, 74.5KW, C3.6, T4F	$12,110
5544188	HYD, MP, 6FCN, QC	$7,770
5440883	CAB, DLX	$10,650
5455047	DISPLAY, STD	$0
4916734	WORKLIGHTS (8) HALOGEN LAMPS	$78
6777606	SEAT, FABRIC	$655
6707049	BELT, SEAT, 3"	$183
5427810	AIR CONDITIONER, T4F	$3,050
6394880	PRODUCT LINK, CELLULAR, PLE643	$0
3792161	TIRES, 12.5 80/19.5L-24, GY	$2,230
3379695	CTWT, 530 LBS	$1,140
6493900	COUPLER, PG, MAN.D.LOCK, BHL	$2,514
5590872	INSTRUCTIONS, ANSI	$0
5590874	INSTRUCTIONS, ISO	$0
4218926	SERIALIZED TECHNICAL MEDIA KIT	$0
5516453	RIDE CONTROL	$1,885
6346334	BEACON, AMBER LED	$368
5402298	STD RADIO (12V)	$705
5516940	COLD WEATHER PACKAGE, 120V	$985
5675090	AUTO-UP STABILIZERS	$0
3822499	MIRRORS, EXTERNAL, BOTH SIDES	$925
6W8832	CARRIAGE, PAL CL3, 61", IT	$2,563
1956939	FORK TINE, 2" X 5" X 54" (2)	$1,958
2168810	BUCKET-MP, 1.3 YD3, IT	$7,806
9R5321	CUTTING EDGE, TWO PIECE	$338
0P0210	PACK, DOMESTIC TRUCK	$0
4616839	SHIPPING/STORAGE PROTECTION	$277
3889668	BUCKET-GRADING, 47", BOCE/PIN	$4,076

Pricing Summary

Caterpillar List Price:	**$191,426**
Less Omnia Partners Co-op State of NV Contract #99SWC-NV24-20894 (22.00%):	**($42,114)**
Additional Empire Discount:	**($5,743)**
Sale Price Subtotal:	**$143,569**
Dealer Prep/Delivery:	**$800**
Sales Tax:	**$0**
Net Total:	**$144,369**

PRICING INCLUDES THE FOLLOWING:
CATERPILLAR PREMIER STANDARD WARRANTY, 12M/UNLIMITED HOURS
DEALER PREP, MACHINE DELIVERY AND OPERATOR TRAINING

Sincerely,

Mike Hulse
Account Manager, Governmental
Empire Southwest
775.560.8227
Mike.Hulse@Empire-Cat.com

This quote is good for thirty days and prices are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms (www.empire-cat.com/salesserviceterms), which are incorporated into this quote. Client agrees that pricing is subject to adjustment in the event a manufacturer increases pricing due to changes in applicable tariffs, duties, or other governmental charges. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 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 Gary Oberg, APN 021-162-20 TCID Serial Number 1014-1-E-3-A in the amount of 1.89 acre-feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with GARY OBERG , APN 021-162-20 TCID Serial Number 1014-1-E-3-A in the amount of 1.89 acre-feet.

RECOMMENDED MOTION:

"I move to authorize the execution of the the water rights banking and dedication agreement with Gary Oberg, APN 021-162-20 TCID Serial Number 1014-1-E-3-A in the amount of 1.89 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 policy for the City of Fernley to have City Council approve all water right dedication agreements.

Gary Oberg is proposing to dedicate 1.89 acre-feet of water right appurtenant to APN 021-162-20 (TCID Serial Number 1014-1-E-3-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. This is being immediately assigned to Jenuane Communities Onda Verde, LLC.

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. Oberg Dedication Agreement (1014-1-E-3-A)
2. Oberg Draft Deed (1014-1-E-3-A)

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 GARY OBERG, an individual, (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 Eighty-Nine Hundredths** (**1.89**) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1014-1-E-3-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 020-162-20 and further described in that certain Grant, Bargain, and Sale Deed for Water Rights Only recorded in the official records of Lyon County on April 15, 2026 as Document No. 706973.

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**
Jenuane Communities Onda Verde	Department of Public Works
5400 Equity Ave.	595 Silver Lace Boulevard

Reno, NV 89502 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

_____
Gary Oberg

_____
Date:

Attested:

_____
City Clerk

Assignee

Dedicator hereby assigns all of its interest in the forgoing agreement to the Assignee identified below who by executing this document agrees to assume all obligations of Dedicator hereunder.

JENUANE COMMUNITIES ONDA VERDE, LLC

By:

_____
Kenneth D. Hendrix, Manager

_____
Date:

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

LYON CO. APN: 020-162-20

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 GARY OBERG, an individual, (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 Eighty-Nine Hundredths** (1.89) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1014-1-E-3-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 020-162-20 and further described as follows:

Parcel 2, as shown on the Parcel Map for Annie & Joseph C. Mitchell, recorded in the Official Records of Lyon County, Nevada, on August 31, 1979 as Document No. 48065.

The above legal descriptions appeared previously in Document No. 706973, recorded on April 15, 2026, 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:

BY: _____
GARY OBERG

STATE OF _____)
: ss.
COUNTY OF_____)

This instrument was acknowledged before me on _____, 2026, by Gary Oberg.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 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 Snowbird XIV, LLC, APN 020-222-21 TCID Serial Number 1024-9 in the amount of 3.78 acre-feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with Snowbird XIV, LLC, APN 020-222-21 TCID Serial Number 1024-9 in the amount of 3.78 acre-feet.

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement with Snowbird XIV, LLC, APN 020-222-21 TCID Serial Number 1024-9-D in the amount of 3.78 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:

Snowbird XIV, LLC is proposing to dedicate 3.78 acre-feet of water rights appurtenant to APN 020-222-21 (TCID Serial Number 1024-9) 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. This is being immediately assigned to Jenuane Communities Onda Verde, LLC.

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. Snowbird XIV Dedication Agreement Draft (1024-9)
2. Snowbird XIV Draft Deed (1024-9)

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 SNOWBIRD XIV, LLC, a Nevada limited liability company, (the "Dedicator") and the CITY OF FERNLEY, a political subdivision of the State of Nevada (the "City"), for the purpose of dedicating and banking certain water rights.

R E C I T A L S

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

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

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

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

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

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

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

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

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

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

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

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

> A **Three and Seventy-Eight Hundredths** (**3.78**) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1024-9. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-222-21 and further described in that certain Grant, Bargain, and Sale Deed recorded in the official records of Lyon County on June 6, 2022 as Document No. 658442.

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**
Jenuane Communities Onda Verde, LLC	Department of Public Works
5400 Equity Ave	595 Silver Lace Boulevard

Reno, NV 89502 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

_____
Mark Steingard
Manager of Snowbird XIV, LLC

_____
Date:

Attested:

_____
City Clerk

Assignee

Dedicator hereby assigns all of its interest in the forgoing agreement to the Assignee identified below who by executing this document agrees to assume all obligations of Dedicator hereunder.

JENUANE COMMUNITIES ONDA VERDE, LLC

By:

_____
Kenneth D. Hendrix, Manager

_____
Date:

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

LYON CO. APN: 020-222-21

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 SNOWBIRD XIV, LLC, a Nevada limited liability company, (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE")

W I T N E S S E T H :

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

A **Three and Seventy-Eight Hundredths** (**3.78**) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1024-9. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-222-21 and further described as follows:

All that certain real property being a portion of Lot 16, Block 8, of GOOD EARTH SUBDIVISION, as shown on subdivision map recorded in the Official Records of Lyon County, Nevada on August 14, 1978, as Document No. 39558, described as follows:

Parcel A as shown on that certain parcel map of Southland Corporation 7-11, recorded in the Official Records of Lyon County, Nevada on February 8, 1982, as Document No. 66136, and as shown upon the map of Reversion to Acreage of Parcel Map No. 125668, filed April 23, 1991 as file No. 140960, Lyon County, Nevada, Official Records.

The above legal descriptions appeared previously in Document No. 658442, recorded on June 6, 2026, 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:
SNOWBIRD XIV, LLC

BY: _____
MARK STEINGARD, Manager

STATE OF _____)
: ss.
COUNTY OF_____)

This instrument was acknowledged before me on _____, 2026, by Mark Steingard.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 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 Agreement with Pefley 2023 Trust, APN 020-242-14 TCID Serial Number 1034-2-B in the amount of 4.68 acre-feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking Agreement with Pefley 2023 Trust, APN 020-242-14 TCID Serial Number 1034-2-B in the amount of 4.68 acre-feet.

RECOMMENDED MOTION:

"I move to approve the execution of the Water Rights Banking Agreement with Pefley 2023 Trust, APN 020-242-14 TCID Serial Number 1034-2-B in the amount of 4.68 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:

Troy Pefley, Trustee of the Pefley 2023 Trust, is proposing to dedicate 4.68 acre-feet of water rights appurtenant to APN 020-242-14 (TCID Serial Number 1034-2-B) 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. Pefley BANKING Water Rights Application
2. Pefley Banking Agreement (1034-2-B) Draft
3. Pefley Deed (1034-2-B) Draft

Authentisign ID: 30D78D57-9666-F111-8FCA-002248359474

City of Fernley
595 Silver Lace Blvd., Fernley, NV 89408
Office (775)784-9910
WWW. CityofFernley.org

Assignment #

WATER RIGHT APPLICATION FORM

☑ Banking Water Rights** ☐ Banking and Immediately Assigning ** ☐ Reassigning to New Party

☐ Gift Dedication * ☐ Green Dedication *

I. Applicant's Information

Applicant : Troy A Pefley, Trustee

Mailing Address : 780 E Main Street

City: Fernley State: NV Zip: 89408

Ph: 775 315 9483 Email: troy.pefley.82@gmail.com

II. Water Right Information**

Water Right Holder's Name : Pefley 2023 Trust

APN: 020 242 14 TCID Serial Number : 1034 2 B

Total Amount of Water Rights on Parcel : 4.68 AC FT

Acre—Feet to be Dedicated: 4.68 AC FT

Acre—Feet ***not to be*** included in Dedication: 0

III. Assignee's or Developer's Information

Applicant : City of Fernley

Mailing Address : 595 Silver Lace Blvd

City: Fernley State: NV Zip: 89408

Ph: 775 784 9910 Email: bgosser@cityoffernley.org

IV: *Required* Documents to be Included with Application *

☑ **Truckee Carson Irrigation District Detail Record**— The TCID Detail Record must be no more that (30) thirty days old. The Detail Record is available to the owner of record from TCID (775) 423.2141 . The Detail Record identifies the quantity of water righted area from the perspective of TCID, the irrigation water purveyor. Areas of protected water are not identified on the detail record.

☐ **Property Tax Receipt— T**ax assessment receipt showing that all taxes and assessments are paid in full for the current fiscal year. This may be obtained from the Lyon Country Treasurer's office. And must be less than (30) thirty days old.

☐ **Property Deed**—Copy of the property deed which conveyed the subject water rights to the application to ensure the Water Rights Deed is executed in the proper names(s). Legal Documentations reflecting the authorized signers for Businesses, Corps, etc….. Should also be provided.

☐ **Consent by Mortgagee—** If the land or appurtenant water rights to be dedicated have been pledges as collateral or are subject to a mortgage or other security agreement, the Dedicator hereby acknowledge that written consent has been obtained from the mortgagee or holder of the security interest.

Authentisign ID: 30D78D57-9666-F111-8FCA-002248359474

V. Dedication Submittal Process

The Process is intended to follow the order identified below:

1. Applicant provides the above package to the City of Fernley , provided the package is complete, it will move to Step 2.
2. City of Fernley will forward to the Water Rights Engineer. Water Rights Engineer reviews package for consistency.

   A) If package requires revision, Water Rights Engineer will return to City of Fernley with comment letter within (30) thirty days.

   B) If package is acceptable, Water Rights Engineer will return to City of Fernley with assignment and assumption and a water rights deed if needed within 6– 12 weeks.

3. City of Fernley will review the dedication package and will recommend execution of Dedication Agreement. City of Fernley places the Dedication Agreement on the City Council consent agenda.

4. Upon execution of Dedication Agreement, the City of Fernley will submit appropriate documentation to Lyon County for recordation.

5. Upon recordation of deed, City will submit transfer application to State Engineer's Office.

6. Period beyond, including issuance of will-serves, is governed by Dedication Agreement and other related City policies.

I have read and understand the Water Right Dedication procedures. I feel I am submitting to the best of my knowledge a complete and accurate Water rights Dedication package on this

_____ **Day of** 06/12/26 **, 20**_____ **.**

AuthentiSIGN
Troy A Pefley
_____

Signature of Applicant or Agent

Official Use Only

Application Received on :_____

Sent package: _____

Initials: _____

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 Troy A. Pefley, as Trustee of the TROY A. PEFLEY 2023 TRUST, dated February 1, 2023, (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 **Four and Sixty-Eight Hundredths (4.68)** acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1034-2-B. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-242-14 and further described in that certain Grant, Bargain, and Sale Deed recorded in the official records of Lyon County on March 3, 2023 as Document No. 667385.

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**
Troy A. Pefley	Department of Public Works
780 E. Main Street	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

_____
Troy A. Pefley, Trustee

_____
Date:

Attested:

_____
City Clerk

_____
Date:

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

LYON CO. APN: 020-242-14

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 the TROY A. PEFLEY 2023 TRUST, dated February 1, 2023, (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 **Four and Sixty-Eight Hundredths** (**4.68**) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1034-2-B. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-242-14 and further described as follows:
>
> *Parcel 7B of Final Parcel Map for Raymond M. & Thresa P. LaVoie, recorded on May 8, 2008, as Document No. 425757, according ot the map thereof, filed in the office of the County Recorder of Lyon County, State of Nevada, on Lyon.*

The above legal descriptions appeared previously in Document No. 667385 recorded on March 3, 2023, 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:

BY: _____
TROY A. PEFLEY, TRUSTEE

STATE OF _____)
: ss.
COUNTY OF_____)

This instrument was acknowledged before me on _____, 2026, by Troy A. Pefley.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 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 Agreement with Pefley 2023 Trust, APN 020-242-13 TCID Serial Number 1034-2-C in the amount of 2.385 acre-feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking Agreement with Pefley 2023 Trust, APN 020-242-13 TCID Serial Number 1034-2-C in the amount of 2.385 acre-feet.

RECOMMENDED MOTION:

"I move to approve the execution of the Water Rights Banking Agreement with Pefley 2023 Trust, APN 020-242-13 TCID Serial Number 1034-2-C in the amount of 2.385 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:

Troy Pefley, Trustee of the Pefley 2023 Trust, is proposing to dedicate 2.385 acre-feet of water rights appurtenant to APN 020-242-13 (TCID Serial Number 1034-2-C) 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. Pefley BANKING Water Rights Application
2. Pefley Banking Agreement (1034-2-C) Draft
3. Pefley Deed (1034-2-C) Draft

Authentisign ID: 30D78D57-9666-F111-8FCA-002248359474

City of Fernley
595 Silver Lace Blvd., Fernley, NV 89408
Office (775)784-9910
WWW. CityofFernley.org

Assignment #

WATER RIGHT APPLICATION FORM

☑ Banking Water Rights** ☐ Banking and Immediately Assigning ** ☐ Reassigning to New Party

☐ Gift Dedication * ☐ Green Dedication *

I. Applicant's Information

Applicant : Troy A Pefley, Trustee

Mailing Address : 780 E Main Street

City: Fernley State: NV Zip: 89408

Ph: 775 315 9483 Email: troy.pefley.82@gmail.com

II. Water Right Information**

Water Right Holder's Name : Pefley 2023 Trust

APN: 020 242 13 TCID Serial Number : 5501 B

Total Amount of Water Rights on Parcel : 2.385 acre feet

Acre—Feet to be Dedicated: 2.385 acre feet

Acre—Feet ***not to be*** included in Dedication: 0

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City: Fernley State: NV Zip: 89408

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5. Upon recordation of deed, City will submit transfer application to State Engineer's Office.

6. Period beyond, including issuance of will-serves, is governed by Dedication Agreement and other related City policies.

I have read and understand the Water Right Dedication procedures. I feel I am submitting to the best of my knowledge a complete and accurate Water rights Dedication package on this

_____ **Day of** 06/12/26 _____**, 20**_____**.**

AuthentiSIGN
Troy A Pefley
_____

Signature of Applicant or Agent

Official Use Only

Application Received on :_____

Sent package: _____

Initials: _____

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 Troy A. Pefley, as Trustee of the TROY A. PEFLEY 2023 TRUST, dated February 1, 2023, (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 **Two and Two hundred Eighty-Five Thousandths** (**2.385**) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1034-2-C. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-242-13 and further described in that certain Grant, Bargain, and Sale Deed recorded in the official records of Lyon County on March 3, 2023 as Document No. 667384.

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**
Troy A. Pefley	Department of Public Works
780 E. Main Street	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

_____
Troy A. Pefley, Trustee

_____
Date:

Attested:

_____
City Clerk

_____
Date:

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

LYON CO. APN: 020-242-13

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 the TROY A. PEFLEY 2023 TRUST, dated February 1, 2023, (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 **Two and Two hundred Eighty-Five Thousandths** (**2.385**) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1034-2-C. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-242-13 and further described as follows:
>
> *Parcel 7A of the Parcel Map for Raymond M. & Thresa P. LaVoie, recorded in the Official Records of Lyon County, Nevada on May 8, 2008 as Document No. 425757.*

The above legal descriptions appeared previously in Document No. 667384 recorded on March 3, 2023, 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:

BY: _____
TROY A. PEFLEY, TRUSTEE

STATE OF _____)
: ss.
COUNTY OF_____)

This instrument was acknowledged before me on _____, 2026, by Troy A. Pefley.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Robert Carson, Finance Director**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:	No:	Yes:	No:	.

ACTION REQUESTED: Motion

AGENDA ITEM:

Possible Action to Approve the Collective Bargaining Union Agreement between the City of Fernley and IBEW 1245 effective 7/1/2026-6/30/2028.

AGENDA ITEM BRIEF:

.

RECOMMENDED MOTION:

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:

.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. 2026 - 2028 CBA Final Draft
2. COF Signed TAs 2026
3. 2018-2022 Agreement Redlined w-TA'd Proposals

AGREEMENT BETWEEN

CITY OF FERNLEY

AND

LOCAL UNION 1245 OF
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO

July 1, 2026 – June 30, 2028

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PREAMBLE

This Agreement by and between the City of Fernley, hereinafter referred to as the City, and Local Union 1245 of International Brotherhood of Electrical Workers (IBEW), affiliated with the American Federation of Labor-Congress of Industrial Organizations, hereinafter referred to as the Union.

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the City, Union, and the general public may benefit therefrom and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the City; and,

WHEREAS, the City is engaged in furnishing public services essential to health, safety and welfare of the residents of the City; and,

WHEREAS, the City, its employees and the representatives of its employees have a high degree of responsibility to the public.

NOW, THEREFORE, the parties enter into this Agreement as a means of maintaining a harmonious relationship and fostering a responsible and peaceful labor relations policy.

I. RECOGNITION OF BARGAINING UNIT REPRESENTATIVE

Recognition

In accordance with the provisions of NRS 288, the City recognizes the Union as the exclusive collective bargaining representative of those regular full-time employees in the classifications set forth below and excluding any part-time, seasonal, temporary, supervisory, administrative and confidential employees. This recognition is granted for the period during which the Union qualifies as the exclusive representative of those employees under provisions of NRS 288.

New Employee Information

The City shall provide within thirty (30) calendar days to the Union the name, classification, and department of each new hire by the City who would be eligible for inclusion into the unit. All information furnished is for the exclusive use of the Union and shall not be used for another purpose or be given to any other person or organization without the expressed written approval of the employee involved.

Scope of Bargaining Unit

For the purpose of collective bargaining as defined in NRS 288, the City shall recognize the Union as the exclusive representative for those classifications set forth in Appendix A. New classifications, which are appropriate for inclusion in the Bargaining Unit, may be established in the future and representation shall be automatic after establishment of the new classification and rate of pay.

Definition of Employees

Provisions of this Agreement shall be limited in their application to employees of the City as described above. When the words "employee" and "employees" are used in this Agreement, they shall be construed to refer only to employees described above, unless otherwise noted.

Dues Deduction

The City shall deduct from their wages and forward to the Union (IBEW) offices, as directed by the Union, the membership dues of the members of the Union who individually and voluntarily authorize such deductions in writing. The form of check-off authorization shall be approved by the City and the Union.

The Union and affected employees shall indemnify and hold the City harmless against any and all claims, demands, costs (including attorney's fees), suits and all forms of liability and damages (including, but not limited to, compensatory, consequential and punitive damages) which may arise out of or by reason of any action taken or not taken b y the City pursuant to the above paragraph.

No Discrimination

It is the policy of the City and the Union not to discriminate against any employee because of race, creed, color, religion, martial status, sex, age, color, national origin, disability, eligibility for military service sexual orientation, genetic information, domestic partnership or any other basis, and/or for either joining or not joining the Union.

II. PERSONNEL RULES AND REGULATIONS

The City and the Union have reviewed the various drafts of the Personnel Policy Manual (07-01-2026) and agree that all of the items apply to the employees in the Bargaining Unit and any unique items shall be noted in this Agreement. Those items that pertain to the exclusive right of the Union to negotiate shall not be changed without appropriate negotiations.

The following items were moved to the Personnel Policy Manual (07-01-2026):

Length of Service – The definition of this term is added to Section 13. Length of Service shall be inclusive of original hire dates with the City prior to the Agreement.

Temporary Assignment Pay – When two (2) consecutive days of a temporary assignment made pursuant to section 5.12 of the Personnel Policy Manual, an employee shall be entitled to Temporary Assignment pay as provided in section 5.12.3(3) of the Personnel Policy Manual.

Special Assignment Pay – Special assignment pay is available to Bargaining Unit employees as provided in section 5.12 of the Personnel Policy Manual.

Vehicle Usage Policy – Vehicle usage is available to Bargaining Unit employees as provided in section 2.28 of the Personnel Policy Manual.

Layoff and Recall – Except as provided herein layoff and recall of Bargaining Unit employees will be conducted as provided in section 9 of the Personnel Policy Manual.

Upon being laid off, an employee with City Manager, or designee, approval may elect transfer or demotion to any bargaining unit position with the City for which the employee possesses the qualifications, ability to perform the work, has more length of service at the City than the incumbent bargaining unit employee, and previously worked in said position through completion of the probationary period.

Work Week – Except as provided herein the workweek of Bargaining Unit employees as provided in section 5.2 of the Personnel Policy Manual.

a. The City's work week begins 12:00 A.M. Saturday morning and continues seven consecutive days until Friday at Midnight. Each workday begins at 12:00 A.M. and ends at Midnight each calendar day.

b. Scheduled Work Week: The normal work week for full time employees is five (5) consecutive eight (8) hour scheduled work days and two (2) designated days off within calendar work week or four (4) consecutive ten (10) hour scheduled work days and three (3) designated days off within calendar work week or a 9/80's schedule where employees would work five (5) consecutive days (four nine (9) hour days and one (1) eight (8) hour day followed by two (2) days off and the week following work four (4) consecutive nine (9) hour days with three (3) consecutive days off. The City may change scheduled work weeks from five (5) to four (4) days, from four (4) days to five (5) days or to the 9/80's schedule, with fifteen (15) calendar day's written notice to the Union and affected employees. The City will meet and confer with the Union prior to implementing other alternative work schedules not addressed herein.

Work Schedule – Except as provided herein, the work schedule provided in section 5.3 of the Personnel Policy Manual shall apply.

Flex Time – Employees may elect Flex time off in lieu of overtime pay which would be subject to prior written approval of the employee's Department head or designee. Flex time off must be used by the end of the next pay period following the pay period in which earned or it will be paid at the overtime rate. The employee's Department head or designee may for good cause extend the time to use flex time off one (1) additional pay period. Approval of flex time off is subject to the operational requirements of the City and denial is not subject to the grievance procedure. When approved, Flex time off may be used for any purpose the employee chooses. Flex time off is not available where an employee's position must be covered with overtime.

Compensatory Time – Employees may elect to forgo overtime pay and elect to take Compensatory (Comp) Time Off as an alternative to Overtime. Comp Time shall be limited to sixty (60) hours per fiscal year and granted at equal to the overtime rate at which it was earned. One (1) hour worked at the time and one half (1.5) rate would equal one and half (1.5) hours of Comp Time. Employee's may bank Comp Time up to a maximum of sixty (60) hours. Employees may elect to cash out up to forty (40) hours of their Comp Time Bank ~~prior to~~ on the last pay period in June and up to an additional forty (40) hours ~~prior to~~ on the last pay period in December. Comp Time bank may be carried over from year to year but never exceed sixty (60) hours banked. Comp Time is subject to the same considerations as "Use of Annual Leave" as defined in the Personnel Policy Manual.

5.5.2 Overtime Pay: Callback, Call Out, Call In, Standby and Scheduled Overtime defined.

a. Callback overtime is defined as overtime worked as a result of an emergency. Such callback shall be PERS compensable as defined in NAC 284.214.

"Emergency" means a sudden, unexpected occurrence that involves clear and imminent danger and requires immediate action to prevent or mitigate the endangerment of lives, health, or property. Such an emergency must be declared by the governing body or chief administrative officer of the public employer.

b. Call Out pay is defined as compensation earned for returning to duty after the employee has completed his/her regular shift and is officially ordered to report to work by the Department head or designee with less than 12 hours' notice to respond, or more than 1 hour after his/her regularly scheduled work. except for any employee who is (1) not required to leave the premises where he/she is residing or located at the time of notification in order to respond, or (2) called back to work if the work begins 1 hour or less before or after his/her scheduled work shift.

c. Scheduled overtime: Work outside of and in addition to an employee's regularly scheduled workday, which is scheduled more than 12 hours before the start of the scheduled workday or overtime which is scheduled during the employee's scheduled workday.

d. Call Out, Call In, and Scheduled overtime are not compensation subject to Nevada PERS.

e. If an employee is subject to overtime as defined in (a) or (b) above the employee shall be compensated a minimum of 2 hours of pay at the regular or overtime rate depending on the number of hours worked during the seven-day work period. Limit 1 minimum 2-hour call per 24-hour period commencing with the beginning of the first call. Subsequent calls during this 24-hour period are computed as actual time worked.

f. Overtime shall be paid at the rate of one and one half (1.5) times the employees' normal hourly rate of pay except for Call Out (as defined in b. above) which shall be paid at two (2) times the employees normal hourly rate of pay.

g. Standby status may be assigned to employees based on the needs of the department, including evaluating the current schedules or future modified schedules. The department may assign standby status to be regular, short term or seasonal. Standby status is defined as time when an employee is required to be available for weekend, nighttime, and holiday work and carry an electronic pager or radio (or other appropriate electronic device) so that s/he may be contacted immediately to respond to emergencies or other planned assignments. This time is not considered work time, but rather a period of time that the employee is available to report to work. Standby Pay shall be $5.00 per hour for each hour assigned to Standby (prorated for quarter hour increments) and standby status ceases when on paid overtime or when credited for the minimum call-out pay. Thereafter, Standby pay shall be adjusted annually by the same Cost of Living (COLA).

h. If standby status is assigned during any day or for seven (7) consecutive days, the hours of Standby pay are calculated from the daily time assigned, such as 5:00pm until the next regular shift occurs (currently the time from 5:00pm until 7:00am less any time worked or credited). Holiday standby time is for the 24-hour period covering the approximate holidays. As an example, if an employee is on Standby between 5:00pm, Friday and 7:00am for the following Monday, the employee shall be paid the current standby pay multiplied by 62 hours standby time, with the deduction of the time that the employee is called out to work. The Public Works Department intends to assign an employee to Standby Status on a weekly basis; however, this may change if the Department has a need to assign employees to other schedules, such as evening or weekend schedules.

Employee Dress and Uniforms

The IBEW 1245 agrees to adopt the new City of Fernley's Personnel Policies and Procedures Uniform Policy, Section 2.22.

Bargaining Unit Vacancies

It is the intent of the City to continue the practice of filling job vacancies of bargaining unit classifications by promoting or transferring qualified employees from within.

Vacancies (as determined by the City to exist) which will last more than thirty (30) days shall be posted on the bulletin board at each City building for a period of five (5) workdays. The notice of vacancy shall be dated.

Any regular or probationary employee who desires consideration must notify the Department Head or Human Resources in writing within eight (8) workdays, excluding holidays, of the date of posting. Application/bid forms will be provided by the City to be filled out by the employee/bidder. Qualifications for promotion or transfer to a vacant position will be determined based on the classification description of the vacant position. Employees may be requested to participate in interviews and/or testing to assess whether their qualifications meet those required in the classification description. Where the above does not meet the needs of the City or Union, the City and Union shall meet and confer to attempt to resolve the issue.

1. Testing shall be standardized for each classification description and consistent for each posting.

2. Completed tests and interview questions and notes of interviewers shall be made available to Union upon request.

Where qualified, available regular or probationary employees bid for a job opening and past performance and qualifications of employees are relatively equal, the applicant with the greatest total length of continuous service, shall be awarded the job.

In the event a qualified regular or probationary employee does not bid for the posted vacancy within the allotted eight (8) workdays, excluding holidays, provided, the City will then be free to fill the vacancy from any available source.

A temporary appointment to a vacancy shall, if practicable, be given to the regular or probationary employee who would be awarded the vacancy on a permanent basis.

III. CONTINUITY OF SERVICE

The City is engaged in rendering a mix of services to the public, and Union and City recognize that there is an obligation on each party for continuous rendition and availability of such services.

The duties performed by employees of the City as part of their employment pertain to and are essential in the operation of a public entity and the welfare of the public dependent thereon. During the term of this Agreement, Union shall not call upon or authorize or encourage or permit employees individually or collectively to cease or abstain from the performance of their duties for the City, and City shall not cause any lockout pursuant to NRS 288.

Any employee in a Bargaining Unit classification shall perform loyal and efficient work and service, shall use their influence and best offers to protect the properties of the City

and its service to the public, and shall cooperate in promoting and advancing the welfare of City and preserve the continuity of its service to the public at all times.

Consistent with the provisions of this section, the parties recognize that the Union, City and all employees are mutually obligated to promote efficiency in the City's operations and harmony among the City's employees.

IV. DEFINITIONS

The IBEW 1245 agrees to adopt the COF Proposal #1 City of Fernley's Personnel Policies and Procedures, Section 3.18. Introductory Period with the following changes:

All new and rehired employees, except elected officials, casual, temporary, or seasonal employees, and those identified as "at-will," will serve a six-month probationary period beginning with the day the employee initially reports for work. Current employees who are promoted or transferred will also be required to serve a 90-day introductory period. During this introductory period, the employee and the City of Fernley have the opportunity to evaluate one another and determine whether the employment relationship should be continued. At its sole discretion, the City of Fernley may extend this introductory period up to 90 days when the City of Fernley has had insufficient opportunity to assess the employee's ability to perform the job functions or such extension is determined appropriate.

V. WAGES

Effective first full pay period of July 2026, 2.5% Cost-of-Living Increase (COLA) for all employees covered under this agreement.

Effective first full pay period of July 2027, 3% floor and a ceiling of 4% Cost-of-Living Increase (COLA) for all employees covered under this agreement. Following the CPI-U listed below. *

Effective first full pay period of July 2027, 3% floor and a ceiling of 4% Cost-of-Living Increase (COLA) for all employees covered under this agreement. Following the CPI-U listed below. *

**CPI Based: Effective the first full pay period following July 1, employees shall receive a general wage increase of no less than 3% but not greater than 4% based on the Consumer Price Index as determined by the Bureau of Labor Statistics. The specific CPI shall be CPI for All Urban Consumers (CPI-U): Selected Areas, all item index – West Urban Size Class B/C (2.5 million or less) for comparing December to December of the previous year. The CPI is a non-seasonally adjusted, annual index and will be rounded to the nearest one-tenth decimal point (CPI Series ID: CUURN400SA0).*

Certifications, Licenses, and/or Training:

For certifications related to an employee's job classification received after ratification and approval, the City will pay an incentive of $500 per year, per approved certification, paid the first pay period in July in a lump sum (not added to the salary schedule). Any certifications, licenses, or qualifications deemed beneficial and approved by the Department Head and the Mayor.

An employee wanting to obtain additional certifications, licenses, or training must obtain City approval prior to pursuing the certification, license, or training. The City will pay the cost of training leading to the above. Time for obtaining the above will not be considered time worked since the employee is voluntarily obtaining the certification on his/her own time. The ~~$10~~ incentive will be paid after confirmation by the City that the certificate, license or training has been obtained.

Water Treatment, Distribution Classifications:

- Classification requiring no certifications obtains a D1 and T1. Employee will receive $1,000 annually.
- Classification requiring a D2, employee obtains a D3. Employee will receive $500 annually.
- Classification requiring a D2, employee obtains a D4. Employee will receive $500 annually.
- Classification requiring a D2, employee obtains a D4 and T1. Employee will receive $1,000 annually.
- Classification requiring a D2 and T2, employee obtains a D3 and D4. Employee will receive $1,000 annually.

Salary Step Administration

A. In most instances, new employees will be appointed at ~~Step A~~ Step 1 of the salary range. In cases where a candidate has exceptional experience and/or education, appointment at a higher step may be considered by the appointing authority.

B. Movement in the range will be ~~six (6) month~~ period one (1) year in each increment, providing that the employee's performance evaluation is satisfactory or better. (No change to language.)

C. Promotions to a higher classification will result in an increase in pay to Step Increase or approximately five percent (5%), whichever is higher.

D. Any future agreed to cost of living adjustment shall be applied to each wage step. (This is from the MOU dated 07.01.2024 for the Comp Plan Salary Step Administration.)

Longevity

Schedule: In recognition of an employee's years of service completed by July 1 of any year, the following annual longevity compensation schedule will be recognized:

UPON COMPLETION OF YEARS OF SERVICE:	AMOUNT OF COMPENSATION:
5 – 9 years	$500.00
10 – 19 years	$500.00
20 + years	$1000.00

After completion of five (5) years of service, and continuing, employees will receive longevity pay at the rate outlined above on average base wages in the given year that an employee obtained such longevity benefits as outlined above.

Payment: Longevity payments will be made to the employee annually ~~by the end of January~~ in the first pay period for July 1 in the subsequent year that an employee obtains longevity benefit defined above and relative to an employee's Governing date, defined below. This will be issued on a separate check. This longevity incentive will not be pyramided or compounded by any other wage increase.

Governing Date: The date from which the employee was employed full-time (regular and continuous employment) shall be the governing date.

VI. HEALTH INSURANCE

The City currently provides health, dental and vision coverage insurance for its employees and staff. The City maintains the right to make administrative and/or vendor changes to any benefit but may not reduce the City's obligation. These changes will be reviewed by and discussed with the Union at least (30) days prior to any implementation.

The City will pay 100% of the employee coverage in the PPO plan. The City will pay 70% of the dependent coverage and the employee will pay 30% of the dependent coverage in the PPO plan. Employees will pay 100% of the difference in cost if they choose the HMO plan.

There is a cap on City contributions on insurance during the term of this agreement (July 1, 2026 – June 30, 2028), however if the insurance rates on coverage exceed the current caps employees will be responsible to pay the excess.

All regular full-time employees shall pay zero percent (0%) of the regular full-time employee only and thirty percent (30%) of eligible dependents(s) premium for health insurance coverage via automatic payroll deduction. The City shall pay seventy percent (70%) of the eligible dependent(s) premium for health insurance coverage subject to the

following capped City contributions for dependent coverage with the employee paying the excess of the following capped City dependent contributions via automatic payroll deduction:

Effective July 1, 2016, capped City Contribution is $1200 per month.

The parties agree that if the actual dependent premium exceeds the above capped amounts the parties will immediately commence negotiations on this Article with the employee paying any excess above the capped amounts via automatic payroll deductions during such period of negotiations. The parties will attempt to conclude any negotiations within 30 calendar days of notification of premium increases exceeding the above capped amounts including facilitation of such negotiations by a Federal Mediation & Conciliation Service (FMCS) mediator. Such negotiations are limited to Article VI Health Insurance and are subject to the impasse procedures in NRS 288.200 if the parties are unable to otherwise resolve the dispute.

If an employee shows proof of coverage from an alternative group health insurance (typically from a spouse's employment) and; therefore, opts not to participate in the City's insurance plan, the City shall pay the employee $300.00 per month in lieu of paying its share of the employee's health insurance premium.

If after opting to withdraw from the City's plan, the employee loses coverage or suffers any other qualifying event s/he shall be allowed to enroll in the City's plan pursuant to the provisions of the City's health insurance plan.

If, after opting to withdraw from the City's plan, the employee decides s/he wishes to enroll in the City's plan for any reason, such enrollment shall occur during an open enrollment period and will be subject to the insurance plans' open enrollment provisions.

VII. CATASTROPHIC LEAVE

The City, in consultation with the Union, will develop a program for sharing of leave benefits among City employees in the event a City employee has a catastrophic illness and needs assistance. The program will allow employees to voluntarily donate an amount of sick leave or vacation to the ill or injured employee. The plan will provide for cashing of a donor's accrued leave and for the after-tax cash value being donated to the employee in need. The program will establish limits on the amount of leave that can be contributed, the amount of time employees must have following a donation, as well as other matters needed for fair and equitable administration of the program. The lifetime maximum is 900 hours, per Personnel Policies and Procedures, Section 6.14.3., "Conditions of Eligibility".

VIII. SICK LEAVE

NOTE: The provision of the City's personnel policies governing sick leave apply to employees in the Bargaining Unit, except as modified herein.

Conversion of Sick Leave

Once each calendar year, an eligible employee may convert up to forty (40) hours of sick leave to vacation time, subject to the following conditions:

a. Employee may convert up to forty (40) hours; to be eligible the employee must have a minimum of 240 hours accrued, unused sick leave AFTER the conversion.
b. Employee may convert up to sixty (60) hours; to be eligible the employee must have a minimum of 360 hours accrued, unused sick leave AFTER the conversion.
c. Employee may convert up to eighty (80) hours; to be eligible the employee must have a minimum of 480 hours accrued, unused sick leave AFTER the conversion.
d. No employee who has been disciplined for sick leave abuse within the preceding twelve (12) months shall be eligible for the conversion.

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.

IX. VACATION CASHOUT

NOTE: The provision of the City's personnel policies governing vacation leave apply to employees in the Bargaining Unit, except as modified herein.

In December of each year, an employee may cash out up to forty (40) hours of accrued unused vacation leave. Employee must have a minimum of sixteen (16) hours accrual AFTER cash out. Requests for cash out due date will be determined in November of each year, and payment will be made with payroll for the first pay period in December.

Holidays

Holidays Designated:

The following holidays are recognized by the City of Fernley (NRS 236.015):

New Year's Day – January 1
Martin Luther King, Jr.'s Birthday – Third Monday in January
President's Day – Third Monday in February
Memorial Day – Last Monday in May
Juneteenth – June 19
Independence Day – July 4
Labor Day – First Monday in September
Nevada Day – Last Friday in October
Veterans Day – November 11
Thanksgiving Day – Fourth Thursday in November
Family Day – Friday following the fourth Thursday in November
Christmas Eve – December 24
Christmas Day – December 25

Any day declared a holiday by the City of Fernley.

Any day declared a legal holiday by the President of the United States will be observed in accordance with the presidential proclamation.

Recognized holidays will be observed on the calendar day on which they fall. However, recognized holidays occurring on Saturday will be observed on the preceding Friday and holidays occurring on a Sunday will be observed on the following Monday.

X. COMMERCIAL DRIVERS LICENSE HOLDERS

The Union acknowledges that the City has adopted a policy that implements the provision of federal law governing alcohol and drug testing for holders of commercial drivers' licenses (CDL). Following negotiation both parties have agreed that in addition to the applicable provisions of the policy, the following shall apply to the administration of the policy:

1. Consistent with any limitation provided in the federal regulations, the City will allow the presence of a Shop Steward, if immediately available, when a sample is collected.
2. If a second test of a sample (split sample) is requested by the employee and the result of the second test is positive, the employee shall reimburse the City for the cost of the second test.

3. The City shall provide affected employee and the Union notice of any change in its CDL policy.

XI. GRIEVANCE PROCEDURE

Grievance Defined: A qualified grievance shall be defined as a dispute between the City and an employee, or the Union, arising over the interpretation of application of a specific aspect of personnel rules and regulations (including labor agreements), which is not a management right.

If the grievance is based on an appeal to a proposed discipline case of an imposed discipline case all of the issues, citations, and causes in the City's discipline process shall be addressed in this grievance process (beginning at Step 2) as the exclusive remedy for the discipline case.

Grievances as defined above shall be resolved pursuant to this procedure. In the event that there is a dispute as to whether the issue is an excluded management right or whether the issue qualifies as a grievance, the parties agree to utilize a Mediator from the Federal Mediation & Conciliation Service (FMCS).

If either party desires to have a decision from the State Employee Management Relations Board (EMRB), then that party must file a complaint with the EMRB. The process for both options above is generally at no cost; however, if there are any fees, then the parties must agree in advance to share the cost equally despite who wins.

Processing Notes/Requirements:

Application of City's Discipline Criteria – the Union respects the City's right to set fair and equitable discipline criteria policy as a unilateral "Management Right."

Representation – In processing a grievance, an employee may be represented by him/herself, a Union Shop Steward or observer, or an outside representative such as the IBEW Business Representative or an Attorney.

Non-discrimination – A grievant or group of grievant(s) shall not be discriminated against for filing a grievance.

Timeframe – The timeframe outlined in this document shall be followed; however, the timeframe and the term "reasonable effort" may be flexible if supported by special circumstances, such as an emergency, special projects (budgets, labor negotiations), vacations, or staffing shortages. Also, the timeframe may be modified if there are mutual agreements to extend the timeframe. If the timeframe has elapsed and if a grievant believes that a reasonable effort is not being made, then the grievant can request that the matter be heard and decided upon with two (2) working days, or the matter shall be automatically moved to the next higher step, then the grievance shall be considered closed. The term working day(s) means Monday through Friday, excluding any holidays.

Financial Responsibility – Fees or costs for processing a grievance shall be borne by each party, unless there is an agreement in advance. Employees authorized to attend a grievance proceeding during regular working hours shall continue normal compensation; however, proceedings conducted after working hours or on normal days off shall not be compensated unless there is approval in advance from the Department Head or the Mayor. Employees who are appealing a discipline case shall be paid for attendance of a discipline appeal if said appeal is scheduled after the employee's assigned working hours.

Process – The process for resolving a qualified grievance is as follows:

Step 1: Employee or Shop Steward to Supervisor – If an employee or representative believes that s/he has a grievance, s/he shall notify the employee's supervisor within ten (10) working days after the incident, action, or event giving rise to the grievance. Conditions for retroactivity of a resolution shall go no further in arrears than ten (10) working days in advance of the date of the grievance. The employee's supervisor shall make a reasonable effort to reach an acceptable solution to the problem, within five (5) working days after the grievance was initiated. If the issue is not resolved at Step 1, then a grievance may be advanced to Step 2.

Step 2: To Department Manager – If the grievance is unresolved in Step 1, or if the grievance is initiated at this step, the employee or representative shall submit a written request to the Department Manager. If the notice is initiated in Step 1, the grievance must be received within five (5) working days of receipt of the decision in Step 1. If the grievance is initiated in Step 2, then the timeframe and retroactivity provisions shall be the same as Step 1. The written request shall include a clear statement of the issue(s) involved, the impact on specific employees, the names of witnesses (if applicable), and other appropriate information to assist in resolving the grievance. The Department Manager shall make a reasonable effort to reach an acceptable solution to the problem and set a meeting within five (5) working days after receipt of the grievance. The Department Manager shall provide a written decision on the matter within ten (10) working days from hearing the grievance.

Step 3: Mayor: – If the grievance is unresolved in Step 2, then the employee or representative shall submit a written request to the Mayor within five (5) days of receiving the decision in Step 2. The Mayor shall make a reasonable effort to reach an acceptable solution to the problem and set a meeting within five (5) working days after receipt of the grievance. The Mayor shall provide a written decision on the matter within ten (10) working days from hearing the grievance.

Step 4: To City Council – If the grievance is unresolved in Step 3, then the employee or representative shall submit a written request to the City Council within ten (10) days of receiving the decision in Step 3. The City Council will hear the within thirty (30) days of receiving the request for a hearing. Meetings may be closed to the public pursuant to the Nevada Revised Statutes. The City Council shall provide a written decision on the matter within thirty (30) days of hearing the issue.

Step 5: Mediation/Arbitration – If the issue is still unresolved in Step 4, within ten (10) working days of receiving the decision in Step 4, the employee or representative shall have the option to proceed to:

A. Mediation – Mandatory participation by both parties; however, non-binding mediation does not require either party to agree or resolve the grievance, and there will be no cost to either party unless there is an agreed upon shared cost (this may be utilizing the FMCS or the EMRB); or

B. Binding Arbitration – Mandatory participation by both parties in front of a selected Arbitrator who makes a binding decision, and the loser of the process pays for the cost of the arbitration (however, each party pays its own preparation and presentation costs, as stated in the "Financial Responsibility" section). Selection of the Arbitrator shall be as follows: The City and the Union shall receive seven (7) names from the FMCS and each shall have the ability to alternatively challenge the names (strike-off), with the party to have first choice determined by a flip of the coin. The decision of the Arbitrator is final and binding on all parties.

Note: Where the term Supervisor is used in this procedure it will be considered to be the Department Head of the grieved department.

XII. MANAGEMENT/LABOR COMMITTEE

A committee consisting of the City and the Union (not to exceed three (3) employees) and the Union Business Representative shall meet quarterly during work hours or more frequently by mutual agreement. The meeting shall be for the purpose of:

1. Discussing the administration of this Agreement;
2. Discussing health insurance benefit cost and coverage;
3. Exchanging general information of interest to the parties; and
4. Giving Union representatives the opportunity to share the views of the members and/or make suggestions of interest to their members.

XII. INDEMNIFICATION

Union agrees to refund the City any amounts paid to it in error on account of the payroll deduction provision after presentation of proper evidence thereof.

XIV. SCOPE OF THE AGREEMENT

The parties to this Agreement agree that they have had full opportunity to discuss all concerns and issues during negotiations. They do, therefore, mutually waive the right to

negotiate on any further subject during the term of this Agreement without the specific written consent of both parties.

Notwithstanding any other provision of this Agreement, the Union acknowledges that the City is in the process of adopting changes to its Personnel Policy. Prior to adoption of any revision to the Personnel Policy, the City will notify the Union. During the term of this Agreement, the Union and the City will negotiate regarding any revised provision of the policy which is within the scope of mandatory bargaining upon written request from the Union.

Notwithstanding any other provision of this Agreement, the City will notify the Union of the creation of any new job class, which is: (a) currently occupied by an employee in the Bargaining Unit, or (b) a reclassification of an existing job class, which is in the Bargaining Unit. The notice will include the job description and the salary range proposed for the class. If the Union does not request to negotiate within fifteen (15) working days, the City's proposed salary range will be the range for the position for the duration of this Agreement. In no case will this paragraph be construed to grant either the City or Union any right which is not granted by NRS 288.

XVI. TERM OF AGREEMENT

Union and City agree that this Agreement shall take effect except as provided above July 1, 2026, and shall continue until midnight, June 30, 2028, and; thereafter, remain in effect from year to year unless written notice of termination shall be given by either party ninety (90) days prior to the expiration date above or the expiration date of any year thereafter.

THIS AGREEMENT, made and entered into this first day of July 2026, by and between the designated representatives of the City of Fernley, and Local Union No. 1245 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (affiliated with the American Federation of Labor-Congress of Industrial Organization), representing the Fernley Bargaining Unit Employees.

(1) Note: Should the medical premiums paid by the City of Fernley increase by 10% or more in any one (1) year of this current agreement (07/01/2026 – 06/30/2028), the parties agree to open the Collective Bargaining Agreement to discuss medical premiums and wages only.

Signed by:

City of Fernley's Representative

_____ Date: _____
Neal E. McIntyre

City Negotiating Team: Neal E. McIntyre, Mayor Robert Carson, Finance Director, Mitzi Carter, Human Resource Manager, and Ryan Hanan, City Council Member.

Union Bargaining Unit Negotiating Team Date: _____

_____
Adam Weber
Negotiating Team
IBEW Regional Office

_____
Marty Kumle
Business Representative

_____
Randy Gahr
Negotiating Team

_____
Filiga (Lina) Farmer
Negotiating Team

_____
Pending
Business Manager

_____
Pending
International President

Ratification of the Agreement
Fernley City Council, by a vote of
Ayes _____ Nayes _____ Date: _____

_____
Neal E. McIntyre
Mayor

_____
Attest: Kimberley Swanson
City Clerk

FY27 Salary Table

Non-exempt Positions	Starting Salary Based on Market*	Step 1	Step 2	Step 3	Step 4	Step 5	Max Salary
		1	2	3	4	5	
Administrative Specialist I	43,079.62	20.71	22.50	24.29	26.07	27.86	57,954.16
Administrative Specialist II	48,690.19	23.41	25.31	27.21	29.12	31.02	64,521.57
Administrative Specialist III	50,190.69	24.13	26.31	28.48	30.66	32.84	68,305.44
Animal Control Assistant	41,274.67	19.84	21.61	23.39	25.16	26.93	56,018.73
Animal Control Officer I	41,992.30	20.19	22.35	24.52	26.68	28.85	59,998.32
Animal Control Officer II	51,778.18	24.89	27.07	29.26	31.44	33.62	69,936.42
Assistant Planner	63,256.93	30.41	32.77	35.12	37.48	39.83	82,853.78
Associate Engineer	64,913.00	31.21	33.29	35.36	37.44	39.52	82,201.39
Associate Planner	75,966.03	36.52	39.59	42.66	45.73	48.80	101,512.20
Building Inspector I	53,474.39	25.71	27.78	29.85	31.92	33.99	70,697.55
Building Inspector II	56,736.35	27.28	29.79	32.30	34.81	37.31	77,612.90
Building Inspector III	59,171.96	28.45	30.89	33.33	35.76	38.20	79,461.35
Code Enforcement Officer	60,186.36	28.94	31.51	34.07	36.64	39.21	81,549.00
Development Coordinator	51,691.19	24.85	27.74	30.63	33.52	36.40	75,720.96
Electrician	77,547.67	37.28	38.63	39.98	41.34	42.69	88,790.55
Engineering Permit Technician	52,974.23	25.47	27.54	29.60	31.67	33.74	70,175.63
Fleet Foreman	64,478.08	31.00	33.87	36.74	39.61	42.48	88,355.62
General Services Foreman	67,413.84	32.41	35.47	38.52	41.58	44.63	92,835.38
GIS Technician I	55,475.07	26.67	29.15	31.64	34.12	36.60	76,134.15
GIS Technician II	56,649.37	27.24	29.70	32.16	34.62	37.07	77,112.73
Information Technology Specialist	66,261.28	31.86	34.99	38.13	41.26	44.39	92,335.21
Legal Secretary II	52,430.57	25.21	27.55	29.88	32.22	34.55	71,871.85
Legal Secretary I	46,841.74	22.52	24.64	26.76	28.88	31.00	64,478.08
Maintenance Helper	37,338.57	17.95	19.11	20.27	21.42	22.58	46,972.22
Maintenance Worker I	40,557.04	19.50	21.16	22.83	24.49	26.16	54,409.49
Maintenance Worker II	46,733.01	22.47	24.33	26.19	28.05	29.91	62,216.45
Mechanic	53,909.32	25.92	28.04	30.16	32.29	34.41	71,567.40
Meter Technician	47,080.96	22.64	24.66	26.69	28.71	30.74	63,934.42
Meter Technician/Backflow	51,952.15	24.98	27.00	29.03	31.05	33.08	68,805.61
Parks Foreman	57,627.96	27.71	30.17	32.63	35.09	37.54	78,091.32
Permit Technician	52,974.23	25.47	27.54	29.60	31.67	33.74	70,175.63
Planning Technician	57,301.76	27.55	30.33	33.12	35.90	38.68	80,461.68

Project Coordinator	57,803.20	27.79	30.51	33.23	35.94	38.66	80,419.04
SCADA Specialist	109,254.75	52.53	57.43	62.33	67.23	72.13	150,029.25
Senior Maintenance Worker	53,387.41	25.67	28.94	32.21	35.49	38.76	80,613.90
Shift Operator	53,452.65	25.70	28.11	30.52	32.94	35.35	73,524.58
Shift Operator, Lead	58,548.00	28.15	30.78	33.42	36.05	38.68	80,461.68
Streets Foreman	62,433.92	30.02	32.82	35.62	38.42	41.21	85,724.31
Utility Operator	51,517.22	24.77	27.01	29.24	31.48	33.72	70,132.14
Vector Control/Weed Abatement Technician	42,709.93	20.53	22.73	24.93	27.14	29.34	61,020.40
Wastewater Foreman	66,891.93	32.16	34.95	37.73	40.52	43.30	90,073.59
Water Distribution Foreman	67,718.29	32.56	35.90	39.25	42.59	45.94	95,553.68
Water Treatment Plant Chief	68,544.65	32.95	36.35	39.74	43.14	46.54	96,793.23
Water Treatment Plant Supervisor	65,211.53	31.35	34.56	37.77	40.98	44.19	91,922.03

NEGOTIATIONS BETWEEN

City of Fernley AND IBEW Local 1245

IBEW 1245 PROPOSAL # 1

DATE: 5/13/26

Title: N/A Retroactivity

ISSUE: Retro Active Pay for all contractual terms and conditions

Summary of Proposal

Retro activity for all contractual terms includes benefits and wages negotiated during general negotiations between City of Fernley and IBEW Local1245.

Intent

Retroactivity for all benefits negotiated during general negotiations between City of Fernley and IBEW Local 1245

This Agreement sets forth the agreement **City of Fernley AND IBEW 1245 Local 1245** ("City") and IBEW Local #1245 ("Union") hereinafter *referred to* as "the Parties".

The Parties agree that all employees covered by the Collective Bargaining Agreement between the Parties with an expiration date of July 1st, 2026, shall receive any General Wage Increase (GWI)/Cost of Living Adjustment (COLA) including any equity adjustments, monetary benefits applied to their base wages, as agreed to between the Parties in a successor Collective Bargaining Agreement, and shall be applied retroactively to the expiration date mentioned above. Retroactive payment will be made by separate check within two full pay periods following notice of ratification by the Union and will include a breakdown of hours.

Agreed:

5/14/2026

Adam Weber, For IBEW Local # 1245 Date

Agreed:

5-14-2026

Mayor Neal McIntyre, For City Of Fernley Date

NEGOTIATIONS BETWEEN

City of Fernley (COF) AND
IBEW Local 1245

COF Counter to
IBEW 1245 PROPOSAL # 2 R-1

DATE: 06/05/26

NEW ARTICLE – COMPENSATORY TIME

COF Counter MOU Language

Compensatory Time – Employees may elect to forgo overtime pay and elect to take Compensatory (Comp) Time Off as an alternative **to Overtime**. Comp Time shall be limited to ~~forty (40) hours One Hundred twenty (120) hours Eighty (80) hours~~ **sixty (60) hours** per fiscal year and granted at equal to the overtime rate at which it was earned. One (1) hour worked at the time and one half (1.5) rate would equal one and half (1.5) hours of Comp Time. Employee's may bank Comp Time up to a maximum of ~~forty (40) hours One Hundred twenty (120) hours Eighty (80) hours~~ **sixty (60) hours.** ~~Employees may choose to cash out their Comp Time band in part or as a whole in any pay period.~~ Employees may elect to cash out up to forty (40) hours of their Comp Time Bank ~~prior to~~ on the last pay period in June and up to an additional forty (40) hours ~~prior to~~ on the last pay period in December. Comp Time bank may be carried over from year to year but never exceed ~~forty (4) hours One Hundred twenty (120) hours Eighty (80) hours~~ **sixty (60) hours** banked. Comp Time is subject to the same considerations as "Use of Annual Leave" as defined in the Personnel Policy Manual.

Agreed:

7/7/2026

Adam Weber, For IBEW Local 1245 — Date

Agreed:

Neal E McIntyre 7-7-2026

Mayor Neal E. McIntyre, For City of Fernley — Date

NEGOTIATIONS BETWEEN

City of Fernley AND IBEW Local 1245

IBEW 1245 PROPOSAL # 3 R-1

DATE:5/13/26

Article: IX Vacation Cash out

ISSUE:

Summary of Proposal

To increase the employee ability to cash out the unused vacation leave. This gives employees added flexibility to convert unused time into income while still maintaining a minimum leave balance for future use. Additionally, include language from the personnel policies and procedures man. Combined the City's proposal # 2 and Union's proposal # 3

Intent

This aligns with the City's personnel policies and procedures. The City proposed 5 hours per pay period. Union proposal is shorting deration from 12 years to 10 years increase of accrual.

Proposal MOU language

IX. VACATION CASHOUT

NOTE: The provision of the City's personnel policies governing vacation leave apply to employees in the Bargaining Unit, except as modified herein.

In December of each year, an employee may cash out up to forty (40) hours ~~Eighty (80) hours~~ Of accrued unused vacation leave. Employee must have a minimum of sixteen (16) hours accrual AFTER cash out. ~~Request for cash out must be received by the City not later than the last day of November,~~ **Requests for cash out due date will be determined in November of each year,** and payment will be made with payroll for the first pay period in December.

Annual Leave Accrual

All full-time employees will earn annual leave beginning from their initial date of hire. Annual leave can be used on an incremental basis, such as taken by hours or days, and can be taken for a week or more. Employees shall accrue paid annual leave benefits at the following rate: a. Four (4) hours per pay period for the first 60 months (up to five years) of continuous employment (104 hours/per year). b. Six (6) hours per pay period for 60 – ~~144~~ **120** months (5 years to ~~12~~ **10** years) of continuous employment (156 hours per year). c. Eight (8) hours per pay **period** for ~~145~~ **121**months (more than ~~12~~ **10** years) and over of continuous employment

(208 hours per year). Except as noted, all accrual rates are expressed in terms of fractions of an hour earned for each regularly scheduled hour worked or on paid leave. Annual leave is not accrued for any other hours. Annual leave is earned and credited to the employee on a biweekly basis coinciding with pay periods. The amount of annual leave accrual is based upon years of service adjusted, as specified, for leaves of absence without pay.

Eligibility Maximum Accrual

Unused annual leave of not more than 240 hours may be carried over to the next calendar year. In order to receive annual leave, it must be used as time off work. Payment in-lieu of time off will not be made, except upon termination. Every effort will be made to allow an employee the time off that is requested. In the event two employees select the same time for annual leave and both employees cannot be off at the same time, the length of service will determine the granting of leave.

Combined City's proposal # 2 and Union's proposal # 3 (set forth below)

Annual Leave Accrual

All full-time employees will earn annual leave beginning from their initial date of hire.

Annual leave can be used on an incremental basis, such as taken by hours or days, and can be taken for a week or more. Employees shall accrue paid annual leave benefits at the following rate:

a. ~~Four (4)~~ Five (5) hours per pay period for the first 60 months (up to five years) of continuous employment (~~104~~ 130 hours/per year).

b. Six (6) hours per pay period for 60 – ~~144~~ 120 months (5 years to ~~12~~ 10 years) of continuous employment (156 hours per year).

c. Eight (8) hours per pay for ~~145~~ 121 months (more than ~~12~~ 10 years) and over of continuous employment (208 hours per year).

Except as noted, all accrual rates are expressed in terms of fractions of an hour earned for each regularly scheduled hour worked or on paid leave. Annual leave is not accrued for any other hours.

Annual leave is earned and credited to the employee on a biweekly basis coinciding with pay periods. The amount of annual leave accrual is based upon years of service adjusted, as specified, for leaves of absence without pay.

Agreed:

7/7/2026

Adam Weber, For IBEW Local # 1245 Date

Agreed:

7-7-2026

Mayor Neal McIntyre, For City Of Fernley Date

NEGOTIATIONS BETWEEN

City of Fernley AND IBEW Local 1245

IBEW 1245 PROPOSAL # 4 R-2

DATE:7/7/26

Article: V Wages

ISSUE: Proposal for GWI increase

~~The COF respectfully rejects the below IBEW Wage Proposal:~~

Summary of Proposal

~~Three year term with a General Wage Increase (GWI) for all employees of 4% for the following years 2026, 2027, 2028~~

Proposal MOU language

Effective first full pay period of July 2026, 2.5% Cost-of-Living Increase (COLA) for all employees covered under this agreement.

Effective first full pay period of July 2027, 3% floor and a ceiling of 4% Cost-of-Living Increase (COLA) for all employees covered under this agreement. Following the CPI-U listed below *

Effective first full pay period of July 2028, 3% floor and a ceiling of 4% Cost-of-Living Increase (COLA) for all employees covered under this agreement. Following the CPI-U listed below *

~~The COF counter proposes by maintaining the current language of the COF Personnel Policies and Procedures, Section 5.8.2. Anniversary Date / Annual Wage Increase, Sub Section 2.c "*All employees will receive a Cost-of-living increase as budgeted between 0% and 4% effective the first day of the full pay period on July 1 of each year and is in compliance with the Collective Bargaining Agreement for union classifications.*"~~

NEGOTIATIONS BETWEEN

City of Fernley AND IBEW Local 1245

The Union counter proposes by maintaining the current language of the COF Personnel Policies and Procedures, Section 5.8.2. Anniversary Date / Annual Wage Increase, Sub Section 2.c, with the exception that all bargaining unit employees shall receive a Cost-of-Living Increase (COLA) of 2.5%, effective the first day of the full pay period on July 1 of 2026. Years 2027, 2028 all bargaining unit employees shall receive a Cost-of-Living Increase (COLA) with a floor of 3% and a ceiling of 4%, effective the first day of the full pay period on July 1 and in compliance with the Collective Bargaining Agreement for union classifications.

*CPI Based: Effective the first full pay period following July 1st, employees shall receive a general wage increase of no less than 3% but not greater than 4% based on the Consumer Price Indec as determined by the Bureau of Labor Statistics. The specific CPI shall be CPI for All Urban Consumers (CPI-U): Selected Areas, all items index - west urban Size Class B/C (2.5 million or less) for comparing December to December of the previous year. The CPI is a non-seasonally adjusted, annual index and will be rounded to the nearest on-tenth decimal point (CPI Series ID: CUURN400SA0).

If COF agrees to the above language, the Union will withdraw the current proposal 8, Rest periods.

Agreed:

7/7/2026

Adam Weber, For IBEW Local # 1245 Date

Agreed:

7-7-2026

Mayor Neal McIntyre, For City Of Fernley Date

NEGOTIATIONS BETWEEN

City of Fernley AND IBEW Local 1245

IBEW 1245 Proposal #5

DATE: 5/13/26

Article: V Wages

ISSUE: Continuing education to increase qualified employees

Summary of Proposal

Provide additional compensation for employees who obtain certifications beyond the minimum requirements of their classification in the Water classifications. Keeping the incentive for all employees that obtain certifications needed to perform the City Duties

Intent

To encourage continued training and development, recognize higher skill levels, and support the City's operational needs by increasing the number of qualified employees

Proposal MOU Language

For certifications related to an employee's job classification received after ratification and approval, the City will pay an incentive of ~~$260~~ **$500** per year, per approved certification, paid ~~$10 per pay period~~ **the first pay period in July in a lump sum** (not added to the salary schedule). Any certifications, licenses, or qualifications deemed beneficial and approved by the Department Head and the Mayor.

An employee wanting to obtain additional certificates, licenses, or training, must obtain City approval prior to pursuing the certificate, license, or training. The City will pay the cost of training leading to the above. Time for obtaining the above will not be considered hours worked since the employee is voluntarily obtaining the certification on his/her own time. The ~~$10~~ incentive will be paid after confirmation by the City that the certificate, license or training has been obtained.

Water Treatment, **Distribution Classifications:** ~~Operator Duties and Wages~~

~~During 201 1 City performed a Wage and Salary survey on Water Treatment Operators. On implementation of new salary ranges employee will be paid to the nearest dollar equal to or above the employee's current hourly rate. As aresult of the study no bargaining unit employee will be paid less than their current hourly rate. Any new pay ranges will be within the current salary rate table (Appendix A).~~

NEGOTIATIONS BETWEEN

City of Fernley AND IBEW Local 1245

- **Classification requiring no certifications obtains a D1 & T1. Employee will receive $1,000 annually**
- **Classification requiring a D2, employee obtains a D3. Employee will receive $500 annually**
- **Classification requiring a D2, employee obtains a D4. Employee will receive $500 annually**
- **Classification requiring a D2, employee obtains a D4 & T1. Employee will receive $1,000 annually**
- **Classification requiring a D2 & T2, employee obtains D3 & D4. Employee will receive $1,000 annually**

Agreed:

7/7/2026

Adam Weber, For Date
IBEW Local #1245

Agreed:

7-7-2026

Mayor Neal McIntyre, For Date
City of Fernley

NEGOTIATIONS BETWEEN

City of Fernley AND IBEW Local 1245

IBEW 1245 PROPOSAL # 6 R2

DATE:7/7/26

Article: II Over time Pay, Call Back, Call Out, Call In, Scheduled Overtime defined.

ISSUE: Capturing Standby time language

Summary of Proposal

Include Standby language to the Agreement with increase of Dollar amount per hour. While including Standby to be included in the COLA increase on a yearly basis.

Intent

Compensate employees for the restrictions and responsibilities associated with standby duty. Employees on standby must remain available and limit personal activities, and this increase helps ensure the compensation reflects those expectations. Tying standby pay to the annual COLA maintains its value over time.

Proposal MOU language

5.5.2 Overtime Pay: Callback, Call Out, Call In and Scheduled Overtime defined.

a. Callback overtime is defined as overtime worked as a result of an emergency. Such callback shall be PERS compensable as defined in NAC 284.214.

"Emergency" means a sudden, unexpected occurrence that involves clear and imminent danger and requires immediate action to prevent or mitigate the endangerment of lives, health, or property. Such an emergency must be declared by the governing body or chief administrative officer of the public employer.

b. Call Out pay is defined as compensation earned for returning to duty after the employee has completed his/her regular shift and is officially ordered to report to work by the Department head or designee with less than 12 hours' notice to respond , or more than 1 hour after his/her regularly scheduled work. except for any employee who is (1) not required to leave the premises where he/she is residing or located at the time of notification in order to respond, or (2) called back to work if the work begins 1 hour or less before or after his/her scheduled work shift.Call In pay is defined as overtime worked by an employee who is on paid standby duty.

d. Scheduled overtime: Work outside of and in addition to an employee's regularly scheduled workday, which is scheduled more than 12 hours before the start of the scheduled workday or overtime which is scheduled during the employee's scheduled workday.

e. Call Out, Call In and Scheduled overtime are not compensation subject to Nevada PERS.

f. If an employee is subject to overtime as defined in (a) or (b) above the employee shall be compensated a minimum of 2 hours of pay at the regular or overtime rate depending on the number of hours worked during the seven day work period. Limit 1 minimum 2 hour call per 24 hour period commencing with the beginning of the first call. Subsequent calls during this 24 hour period are computed as actual time worked.

g. Overtime shall be paid at the rate of one and one half (1.5) times the employees normal hourly rate of pay except for Call Out (as defined in b. above) which shall be paid at two (2) times the employees normal hourly rate of pay.

h. Standby status may be assigned to employees based on the needs of the department, including evaluating the current schedules or future modified schedules. The department may assign standby status to be regular, short term or seasonal. Standby status is defined as time when an employee is required to be available for weekend, nighttime, and holiday work and carry an electronic pager and radio [or other appropriate electronic device] so that s/he may be contacted immediately to respond to emergencies or other planned assignments. This time is not considered work time, but rather a period of time that the employee is available to report to work. Standby Pay shall be ~~$4.50~~ ~~$6.50~~ **$5.00** per hour for each hour assigned to Standby (prorated for quarter hour increments) and standby status ceases when on paid overtime or when credited for the minimum call-out pay. **Thereafter, Standby pay shall be adjusted annually by the same Cost of Living (COLA) applied under this agreement, effective on the same date as Cost of Living (COLA).**

i. If standby status is assigned during any day or for seven (7) consecutive days, the hours of Standby pay are calculated from the daily time assigned, such as 5:00pm until the next regular shift occurs (currently the time from 5:00pm until 7:00am less any time worked or credited). Holiday standby time is for the 24-hour period covering the appropriate holidays. As an example, if an employee is on Standby between 5:00pm Friday and 7:00am for the following Monday, the employee shall be paid ~~$279.00~~ ~~$403.00~~ **The current standby pay multiplied by** ~~**for**~~ 62 hours standby time, with the deduction of the time that the employee is called out to work. The Public Works Department intends to assign an employee to Standby Status on a weekly basis; however, this may change if the Department has a need to assign employees to other schedules, such as evening or weekend schedules.

NEGOTIATIONS BETWEEN

City of Fernley AND IBEW Local 1245

Agreed:

7/7/2026

Adam Weber, For IBEW Local # 1245 — Date

Agreed:

7-7-2026

Mayor Neal McIntyre, For City Of Fernley — Date

City of Fernley's (COF) Counter to:

IBEW Local 1245 Proposal #7

Salary Step Administration

A. In most instances, new employees will be appointed at ~~Step A~~ **Step 1** of the salary range. n cases where a candidate has exceptional experience and/or education, appointment at a higher step may be considered by the appointing authority.

B. Movement in the range will be ~~six (6) month period~~ **one (1) year** in each increment, provicling that the employee's performance evaluation is satisfactory or better. (No change to language.)

C. Promotions to a higher class will result in an increase in pay to a Step ~~A~~ increase or approximately five percent (5%), which ever is higher

No change to language for D.

Longevity

COF agrees to strike the language for Employee Longevity Pay:
~~Employee Longevity Pay: An employee topped out in his/her classification for a minimum of one (1) year will be paid a $150 longevity bonus that is not added to base pay conditioned on a standard or better annual performance evaluation. Employees may requalify for this longevity bonus on an annual basis so long as the employee remains topped out in his/her classification. Employees who meet this criteria on June 30, 2010 will continue to receive a longevity bonus until they step increase to the new Steps added to Appendix A.~~

COF counter proposal to newly added Schedule:

Schedule: In recognition of an employee's years of service completed by ~~December 31~~ July 1 of any year, the following annual longevity compensation schedule will be recognized:

UPON COMPLETION OF YEARS OF SERVICE:	AMOUNT OF COMPENSATION:
5 – 9 years	~~1.0%~~ $500.00
10 – 19 years	~~2.0%~~ $500.00
20 + years	~~3.0%~~ $1000.00

After completion of five (5) years of service, and continuing, employees will receive longevity pay at the rate outlined above on average base wages in the given year that an employee obtained such longevity benefits as outlined above.

(b) Payment: Longevity payments will be made to the employee annually ~~by the end of January~~ in the first pay period for July 1 in the subsequent year that an employee obtains longevity benefit defined above and relative to an employee's Governing date, defined below. This will be issued on a separate check. This longevity incentive will not be pyramided or compounded by any other wage increase.

(c) Governing Date: The date from which the employee was employed full-time (regular and continuous employment) shall be the governing date.

Agreed:

7/7/2026

Adam Weber, For Date
IBEW Local #1245

Agreed:

7-7-2026

Mayor Neal E. McIntyre, For Date
City of Fernley

NEGOTIATIONS BETWEEN

City of Fernley AND IBEW Local 1245

IBEW 1245 PROPOSAL # 11

DATE: 5/13/26

Article: NEW Holidays NEW

ISSUE: Capturing Holidays recognized by the City (NRS 236.015)

Summary of Proposal

Capturing Holidays recognized by the City (NRS 236.015)

Proposal MOU language

Holidays Designated

The following holidays are recognized by the City of Fernley (NRS 236.015):

New Year's Day – January 1
Martin Luther King, Jr.'s Birthday – Third Monday in January
President's Day – Third Monday in February
Memorial Day – Last Monday in May
Juneteenth – June 19
Independence Day – July 4
Labor Day – First Monday in September
Nevada Day – Last Friday in October
Veterans Day – November 11
Thanksgiving Day – Fourth Thursday in November
Family Day – Friday following the fourth Thursday in November
Christmas Eve – December 24
Christmas Day – December 25

Any day declared a holiday by the City of Fernley.
Any day declared a legal holiday by the President of the United States will be observed in
accordance with the presidential proclamation.
Recognized holidays will be observed on the calendar day on which they fall. However, recognized holidays occurring on Saturday will be observed on the preceding Friday and holidays occurring on a Sunday will be observed on the following Monday.

NEGOTIATIONS BETWEEN

City of Fernley AND IBEW Local 1245

Agreed:

5/14/2026

Adam Weber, For Date
IBEW Local # 1245

Agreed:

5-14-2026

Mayor Neal McIntyre, For Date
City Of Fernley

NEGOTIATIONS BETWEEN

City of Fernley AND IBEW Local 1245

IBEW 1245 COUNTER PROPOSAL

COF PROPOSAL #1

DATE: 6/5/26

Article: 3.18 of Personal Policies and Procedures

ISSUE: Align the CBA and the COF Personal Policies and Procedures

Intent

Change the new and rehired employees to 6 month Probationary period to help delineate between a promoted or transferred employee.

Proposal MOU language

All new and rehired employees, except elected officials, casual, temporary, or seasonal employees, and those identified as "at-will," will serve a ~~one-year introductory~~ **six-month probationary period** beginning with the day the employee initially reports for work. Current employees who are promoted or transferred will also be required to serve a ~~30~~- **90-day** introductory period. During this introductory period, the employee and the **City of Fernley** have the opportunity to evaluate one another and determine whether the employment relationship should be continued. At its sole discretion, the **City of Fernley** may extend this introductory period up to 90 days when the **City of Fernley** has had insufficient opportunity to assess the employee's ability to perform the job functions or such extension is determined appropriate~~. During the introductory period, the employment relationship is at-will and can be terminated by the employee or by the **City of Fernley** at any time during the introductory period or during the extension of the introductory period, with or without cause or advance notice.~~

Agreed:

7/7/2026

Adam Weber, For IBEW Local # 1245 Date

Agreed:

7-7-2026

Mayor Neal McIntyre, For City Of Fernley Date

COF Proposal #3 Paid Parental Leave

Summary: Allows parent(s) paid time off to bond with birth of a child or placement of a child with an employee for the adoption or foster care.

New Paid Leave:

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 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** Human Resource 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.

Agreed:

7/7/2026

Adam Weber, For Date
IBEW Local #1245

Agreed:

7-7-2026

Mayor Neal E. McIntyre, For Date
City of Fernley

NEGOTIATIONS BETWEEN

City of Fernley AND IBEW Local 1245

COF PROPOSAL # A

DATE: 5/14/2026

Article: II (Bargaining Unit Vacancies)

ISSUE: Length of time for jobs to be posted

Summary of Proposal

Change 14 calendar days to 8 working days

Proposal MOU language:

Bargaining Unit Vacancies

It is the intent of the City to continue the practice of filling job vacancies of bargaining unit classifications by promoting or transferring qualified employees from within.

Vacancies (as determined by the City to exist) which will last more than thirty (30) days shall be posted on the bulletin board at each City building for a period of five (5) workdays. The notice of vacancy shall be dated.

Any regular or probationary employee who desires consideration must notify the Department Head or Human Resources in writing within ~~fourteen (14) calendar~~ 8 workdays excluding holidays of the date of posting. Application/bid forms will be provided by the City to be filled out by the employee/bidder. Qualifications for promotion or transfer to a vacant position will be determined based on the classification description of the vacant position. Employees may be requested to participate in interviews and/or testing to assess whether their qualifications meet those required in the classification description. Where the above does not meet the needs of the City or Union, the City and Union shall meet and confer to attempt to resolve the issue.

1. Testing shall be standardized for each classification description and consistent for each posting.

2. Completed tests and interview questions and notes of interviewers shall be made available to Union upon request.

Where qualified, available regular or probationary employees bid for a job opening and past performance and qualifications of employees are relatively equal, the applicant with the greatest total length of continuous service, shall be awarded the job.

In the event a qualified regular or probationary employee does not bid for the posted vacancy within the allotted ~~fourteen (14) calendar~~ 8 workdays excluding holidays provided, the City will then be free to fill the vacancy from any available source.

A temporary appointment to a vacancy shall, if practicable, be given to the regular or probationary employee who would be awarded the vacancy on a permanent basis.

Agreed:

7/7/2026

Adam Weber, For IBEW Local # 1245 Date

Agreed:

7-7-2026

Mayor Neal McIntyre, For City Of Fernley Date

NEGOTIATIONS BETWEEN

City of Fernley AND IBEW Local 1245

IBEW 1245 PROPOSAL

COF PROPOSAL REDLINE MOU

DATE: 6/5/26

Article:XI Grievance Procedure

ISSUE: Discussing Grievance pertaining to a potential violation of the contract in open session.

Based on Nevada law, a requirement that a grievance appeal to a City Council must be heard in a public meeting. In fact, Nevada's Open Meeting Law allows certain matters involving personnel, character, alleged misconduct, and labor-relations issues to be discussed in closed session under specific circumstances. Additionally, collective bargaining matters are generally exempt from open meeting requirements. ***Need to have the City Council review.***

Proposal MOU language

XI. GRIEVANCE PROCEDURE

Grievance Defined: A qualified grievance shall be defined as a dispute between the City and an employee, or the Union, arising over the interpretation of application of a specific aspect of personnel rules and regulations (including labor agreements), which is not a management right.

If the grievance is based on an appeal to a proposed discipline case of an imposed discipline case all of the issues, citations, and causes in the City's discipline process shall be addressed in this grievance process (beginning at Step 2) as the exclusive remedy for the discipline case.

Grievances as defined above shall be resolved pursuant to this procedure. In the event that there is a dispute as to whether the issue is an excluded management right or whether the issue qualifies as a grievance, the parties agree to utilize a Mediator from the Federal Mediation & Conciliation Service (FMCS).

If either party desires to have a decision from the State Employee Management Relations Board (EMRB), then that party must file a complaint with the EMRB. The process for both options above is generally at no cost; however, if there are any fees, then the parties must agree in advance to share the cost equally despite who wins.

Processing Notes/Requirements:

Application of City's Discipline Criteria — the Union respects the City's right to set fair and equitable discipline criteria policy as a unilateral "Management Right."

Representation — In processing a grievance, an employee may be represented by him/herself, a Union Shop Steward or observer, or an outside representative such as the IBEW Business Representative or an Attorney.

Non-discrimination — A grievant or group of grievants shall not be discriminated against for filing a grievance.

Timeframe — The timeframe outlined in this document shall be followed; however, the timeframe and the term "reasonable effort" may be flexible if supported by special circumstances, such as an emergency, special projects (budgets, labor negotiations), vacations, or staffing shortages. Also, the timeframe may be modified if there are mutual agreements to extend the timeframe. If the timeframe has elapsed and if a grievant believes that a reasonable effort is not being made, then the grievant can request that the matter be heard and decided upon with two (2) working days, or the matter shall be automatically moved to the next higher step, then the grievance shall be considered closed. The term working day(s) means Monday through Friday, excluding any holidays.

Financial Responsibility — Fees or costs for processing a grievance shall be borne by each party, unless there is an agreement in advance. Employees authorized to attend a grievance proceeding during regular working hours shall continue normal compensation; however, proceedings conducted after working hours or on normal days off shall not be compensated unless there is approval in advance from the Department Head or the ~~City Manager~~**TBD**. Employees who are appealing a discipline case shall be paid for attendance of a discipline appeal if said appeal is scheduled after the employee's assigned working hours.

Process — The process for resolving a qualified grievance is as follows:

Step 1: Employee or Shop Steward to Supervisor — If an employee or representative believes that s/he has a grievance, s/he shall notify the employee's supervisor within ten (10) working days after the incident, action, or event giving rise to the grievance. Conditions for retroactivity of a resolution shall go no further in arrears than ten (10) working days in advance of the date of the grievance. The employee's supervisor shall make a reasonable effort to reach an acceptable solution to the problem, within five (5) working days after the grievance was initiated. If the issue is not resolved at Step 1, then a grievance may be advanced to Step 2.

Step 2: To Department Manager — If the grievance is unresolved in Step 1, or if the grievance is initiated at this step, the employee or representative shall submit a written request to the Department Manager. If the notice is initiated in Step 1, the grievance must be received within five (5) working days of receipt of the decision in Step 1. If the grievance is initiated in Step 2, then the timeframe and retroactivity provisions shall be the same as Step 1. The written request shall include a clear statement of the issue(s) involved, the impact on specific employees, the names of witnesses (if applicable), and other appropriate information to assist in resolving the grievance. The Department Manager shall make a reasonable effort to reach an acceptable solution to the problem and set a meeting within five (5) working days after receipt of the grievance. The Department Manager shall provide a written decision on the matter within ten (10) working days from hearing the grievance.

Step 3: To ~~City Manager~~ **TBD**— If the grievance is unresolved in Step 2, then the employee or representative shall submit a written request to the ~~City manager~~ **TBD** within five (5) days of receiving the decision in Step 2. The ~~City Manager~~ **TBD** shall make a reasonable effort to reach an acceptable solution to the problem and set a meeting within five (5) working days after receipt of the grievance. The ~~city Manger~~ **TBD** shall provide a written decision on the matter within ten (10) working days from hearing the grievance.

Step 4: To City Council — If the grievance is unresolved in Step 3, then the employee or representative shall submit a written request to the City Council within ten (10) days of receiving the decision in Step 3. The City Council will hear the matter ~~at a public meeting~~ within thirty (30) days of receiving the request for a hearing. ~~City Council meetings are public meetings; however, depending on the circumstances and agreements between parties, some~~ meetings may be closed to the public pursuant to the Nevada Revised Statutes. The City Council shall provide a written decision on the matter within thirty (30) days of hearing the issue.

Step 5: Mediation/Arbitration — If the issue is still unresolved in Step 4, within ten (10) working days of receiving the decision in Step 4, the employee or representative shall have the option to proceed to:

A. Mediation — Mandatory participation by both parties; however, nonbinding mediation does not require either party to agree or resolve the grievance, and there will be no cost to either party unless there is an agreed upon shared cost (this may be utilizing the FMCS or the EMRB); or

B. Binding Arbitration — Mandatory participation by both parties in front of a selected Arbitrator who makes a binding decision, and the loser of the process pays for

the cost of the arbitration (however, each party pays its own preparation and presentation costs, as stated in the "Financial Responsibility' section). Selection of the Arbitrator shall be as follows: The City and the Union shall receive seven (7) names from the FMCS and each shall have the ability to alternatively challenge the names (strike-off), with the party to have first choice determined by a flip of the coin. The decision of the Arbitrator is final and binding on all parties.

Note: Where the term Supervisor is used in this procedure it will be considered to be the Department Head of the grieved department.

Agreed:

7/7/2026

Adam Weber, For IBEW Local # 1245 Date

Agreed:

7-7-2026

Mayor Neal McIntyre, For City Of Fernley Date

COF Proposal #8 - Uniform Policy

Summary: to clean up the old Policy, Section 2.22. Personal Appearance

City of Fernley
Uniform Policy

AUTHORITY

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

PURPOSE

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

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

DEFINITIONS

1. N/A

POLICY

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

i. City-branded shirts purchased through this program are the property of the employee.

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

i. Footwear must be appropriate for the work performed and meet any applicable safety standards (e.g., steel-toe or slip-resistant).
ii. Departments may establish additional footwear specifications or approved vendors.

d. Reimbursement process
i. Reimbursement requests must follow City expense reimbursement procedures.

5. Safety and job specific requirements
a. Employees must comply with all safety and PPE requirements associated with their duties.
b. Safety requirements take precedence over general dress guidelines.
c. Supervisors will help ensure employees understand and meet these requirements.

6. Personal appearance
a. Employees are expected to maintain a clean, professional appearance appropriate to their role. Accessories or grooming choices should not interfere with job duties, safety, or public interaction.

7. Exceptions and accommodations
a. The City supports reasonable accommodations for medical, religious, or disability-related needs.
b. Requests should be made through a supervisor or Human Resources and will be reviewed promptly and respectfully.

8. Enforcement of this policy
a. Supervisor responsibilities
i. Supervisors are responsible for applying this policy consistently and fairly.
ii. Supervisors should address dress code concerns promptly, respectfully, and privately.

b. Employee responsibilities
i. Employees are responsible for following the dress code applicable to their work assignment.
ii. Employees are encouraged to ask questions if expectations are unclear.

c. Corrective approach
i. The City's primary goal is compliance through communication and guidance.
ii. Minor or first-time concerns will typically be handled through informal discussion and education.
iii. Repeated or serious violations may result in corrective action in accordance with City personnel policies and any applicable collective bargaining agreements.

d. Safety related noncompliance
i. If attire or footwear presents an immediate safety concern, supervisors may require the employee to correct the issue before continuing work.

Agreed:

7/7/2026

Adam Weber, For Date
IBEW Local 1245

Agreed:

7-7-2026

Mayor Neal E. McIntyre, For Date
City of Fernley

AGREEMENT BETWEEN

CITY OF FERNLEY

AND

LOCAL UNION 1245 OF
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO

~~JULY 1, 2018 -JUNE 30, 2022~~
July 1, 2026 – June 30, 2028

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Commented [MC1]: Table of Contents and page numbers will be updated in Final Document following redline approval and reformatting as needed.

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PREAMBLE

This Agreement by and between the City of Fernley, hereinafter referred to as the City, and Local Union 1245 of International Brotherhood of Electrical Workers (IBEW), affiliated with the American Federation of Labor-Congress of Industrial Organizations, hereinafter referred to as the Union.

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the City, Union, and the general public may benefit therefrom and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the City; and,

WHEREAS, the City is engaged in furnishing public services essential to health, safety and welfare of the residents of the City; and,

WHEREAS, the City, its employees and the representatives of its employees have a high degree of responsibility to the public.

NOW, THEREFORE, the parties enter into this Agreement as a means of maintaining a harmonious relationship and fostering a responsible and peaceful labor relations policy.

I. RECOGNITION OF BARGAINING UNIT REPRESENTATIVE

Recognition

In accordance with the provisions of NRS 288, the City recognizes the Union as the exclusive collective bargaining representative of those regular full-time employees in the classifications set forth below and excluding any part-time, seasonal, temporary, supervisory, administrative and confidential employees. This recognition is granted for the period during which the Union qualifies as the exclusive representative of those employees under provisions of NRS 288.

New Employee Information

The City shall provide within thirty (30) calendar days to the Union the name, classification, and department of each new hire by the City who would be eligible for inclusion into the unit. All information furnished is for the exclusive use of the Union and shall not be used for another purpose or be given to any other person or organization without the expressed written approval of the employee involved.

Scope of Bargaining Unit

For the purpose of collective bargaining as defined in NRS 288, the City shall recognize the Union as the exclusive representative for those classifications set forth in Appendix A. New classifications, which are appropriate for inclusion in the Bargaining Unit, may be established in the future and representation shall be automatic after establishment of the new classification and rate of pay.

Definition of Employees

Provisions of this Agreement shall be limited in their application to employees of the City as described above. When the words "employee" and "employees" are used in this Agreement, they shall be construed to refer only to employees described above, unless otherwise noted.

Dues Deduction

The City shall deduct from their wages and forward to the Union (IBEW) offices, as directed by the Union, the membership dues of the members of the Union who individually and voluntarily authorize such deductions in writing. The form of check-off authorization shall be approved by the City and the Union.

The Union and affected employees shall indemnify and hold the City harmless against any and all claims, demands, costs (including attorney's fees), suits and all forms of liability and damages (including, but not limited to, compensatory, consequential and punitive damages) which may arise out of or by reason of any action taken or not taken b y the City pursuant to the above paragraph.

No Discrimination

It is the policy of the City and the Union not to discriminate against any employee because of race, creed, color, religion, martial status, sex, age, color, national origin, disability, eligibility for military service sexual orientation, genetic information, domestic partnership or any other basis, and/or for either joining or not joining the Union.

II. PERSONNEL RULES AND REGULATIONS

The City and the Union have reviewed the various drafts of the Personnel Policy Manual ~~(08-05-15)~~ (07-01-2026)~~)~~ and agree that all of the items apply to the employees in the Bargaining Unit and any unique items shall be noted in this Agreement. Those items that pertain to the exclusive right of the Union to negotiate shall not be changed without appropriate negotiations.

Commented [MC2]: New Policies & Procedures for 07.012026 currently under review.

The following items were moved to the Personnel Policy Manual (~~07-10-00)~~ (07-01-2026):

Length of Service – The definition of this term is added to Section 13. Length of Service shall be inclusive of original hire dates with the City prior to the Agreement.

Temporary Assignment Pay – When two (2) consecutive days of a temporary assignment made pursuant to section 5.12 of the Personnel Policy Manual, an employee shall be entitled to Temporary Assignment pay as provided in section 5.12.3(3) of the Personnel Policy Manual.

Special Assignment Pay – Special assignment pay is available to Bargaining Unit employees as provided in section 5.12 of the Personnel Policy Manual.

Vehicle Usage Policy – Vehicle usage is available to Bargaining Unit employees as provided in section 2.28 of the Personnel Policy Manual.

Layoff and Recall – Except as provided herein layoff and recall of Bargaining Unit employees will be conducted as provided in section 9 of the Personnel Policy Manual.

Upon being laid off, an employee with City Manager, or designee, approval may elect transfer or demotion to any bargaining unit position with the City for which the employee possesses the qualifications, ability to perform the work, has more length of service at the City than the incumbent bargaining unit employee, and previously worked in said position through completion of the probationary period.

Work Week – Except as provided herein the workweek of Bargaining Unit employees as provided in section 5.2 of the Personnel Policy Manual.

a. The City's work week begins 12:00 A.M. Saturday morning and continues seven consecutive days until Friday at Midnight. Each ~~work day~~workday begins at 12:00 A.M. and ends at Midnight each calendar day.

b. Scheduled Work Week: The normal work week for full time employees is five (5) consecutive eight (8) hour scheduled work days and two (2) designated days off within calendar work week or four (4) consecutive ten (10) hour scheduled work days and three (3) designated days off within calendar work week or a 9/80's schedule where employees would work five (5) consecutive days (four nine (9) hour days and one (1) eight (8) hour day followed by two (2) days off and the week following work four (4) consecutive nine (9) hour days with three (3) consecutive days off. The City may change scheduled work weeks from five (5) to four (4) days, from four (4) days to five (5) days or to the 9/80's schedule, with fifteen (15) calendar day's written notice to the Union and affected employees. The City will meet and confer with the Union prior to implementing other alternative work schedules not addressed herein.

Work Schedule – Except as provided herein, the work schedule provided in section 5.3 of the Personnel Policy Manual shall apply.

Flex Time – Employees may elect Flex time off in lieu of overtime pay which would be subject to prior written approval of the employee's Department head or designee. Flex time off must be used by the end of the next pay period following the pay period in which earned or it will be paid at the overtime rate. The employee's Department head or designee may for good cause extend the time to use flex time off one (1) additional pay period. Approval of flex time off is subject to the operational requirements of the City and denial is not subject to the grievance procedure. When approved, Flex time off may be used for any purpose the employee chooses. Flex time off is not available where an employee's position must be covered with overtime.

Compensatory Time – Employees may elect to forgo overtime pay and elect to take Compensatory (Comp) Time Off as an alternative to Overtime. Comp Time shall be limited to ~~forty (40) hours One Hundred twenty (120) hours Eighty (80) hours~~ sixty (60) hours per fiscal year and granted at equal to the overtime rate at which it was earned. One (1) hour worked at the time and one half (1.5) rate would equal one and half (1.5) hours of Comp Time. Employee's may bank Comp Time up to a maximum of ~~forty (40) hours One Hundred twenty (120) hours Eighty (80) hours~~ sixty (60) hours. ~~Employees may choose to cash out their Comp Time band in part or as a whole in any pay period.~~ Employees may elect to cash out up to forty (40) hours of their Comp Time Bank ~~prior to~~ on the last pay period in June and up to an additional forty (40) hours ~~prior to~~ on the last pay period in December. Comp Time bank may be carried over from year to year but never exceed ~~forty (4) hours One Hundred twenty (120) hours Eighty (80) hours~~ sixty (60) hours banked. Comp Time is subject to the same considerations as "Use of Annual Leave" as defined in the Personnel Policy Manual.

Commented [MC3]: IBEW 1245 Compensatory Proposal #2 R-1, TA'd on 07.07.2026. Increases the Comp Time amount from 40 hours to 60 hours per fiscal year.

~~**Compensatory Time –** Employees may elect to forgo overtime pay and elect to take Compensatory (Comp) Time Off as an alternative. Comp Time shall be limited to forty (40) hours per fiscal year and granted at equal to the overtime rate at which it was earned. (One (1) hour worked at the time and one half (1.5) rate would equal one and half (1.5) hours of Comp Time) Employees may bank Comp Time up to a maximum of forty (40) hours. Employees may choose to cash out their Comp Time bank in part or as a whole in any pay period. Comp Time bank may be carried from year to year but may never exceed forty (40) hours banked. Comp Time Off is subject to the same considerations as "Use of Annual Leave" as defined in the Personnel Policy Manual.~~

5.5.2 Overtime Pay: Callback, Call Out, Call In, Standby and Scheduled Overtime defined.

Commented [MC4]: "Standby" has been entered into the Title of this Section and will be reflected in the updated Personnel Policies and Procedures Section 5.5.2.

a. **Callback** overtime is defined as overtime worked as a result of an emergency. Such callback shall be PERS compensable as defined in NAC 284.214.

"Emergency" means a sudden, unexpected occurrence that involves clear and imminent danger and requires immediate action to prevent or mitigate the endangerment of lives, health, or property. Such an emergency must be declared by the governing body or chief administrative officer of the public employer.

b. **Call Out** pay is defined as compensation earned for returning to duty after the employee has completed his/her regular shift and is officially ordered to report to work by the Department head or designee with less than 12 hours' notice to ~~respond ,~~ ~~or~~respond, or more than 1 hour after his/her regularly scheduled work. **except** for any employee who is (1) not required to leave the premises where he/she is residing or located at the time of notification in order to respond, or (2) called back to work if the work begins 1 hour or less before or after his/her scheduled work shift.

~~**Call In** pay is defined as overtime worked by an employee who is on paid standby duty.~~

~~d~~c. **Scheduled overtime**: Work outside of and in addition to an employee's regularly scheduled workday, which is scheduled more than 12 hours before the start of the scheduled workday or overtime which is scheduled during the employee's scheduled workday.

~~d~~e. Call Out, Call In and Scheduled overtime~~.~~ are not compensation subject to Nevada PERS.

~~f~~e. If an employee is subject to overtime as defined in (a) or (b) above the employee shall be compensated a minimum of 2 hours of pay at the regular or overtime rate depending on the number of hours worked during the seven day work period. Limit 1 minimum 2 hour call per 24 hour period commencing with the beginning of the first call. Subsequent calls during this 24 hour period are computed as actual time worked.

~~g~~f. Overtime shall be paid at the rate of one and one half (1.5) times the employees normal hourly rate of pay except for Call Out (as defined in b. above) which shall be paid at two (2) times the employees normal hourly rate of pay.

g. Standby status may be assigned to employees based on the needs of the department, including evaluating the current schedules or future modified schedules. The department may assign standby status to be regular, short term or seasonal. Standby status is defined as time when an employee is required to be available for weekend, nighttime, and holiday work and carry an electronic pager or radio (or other appropriate electronic device) so that s/he may be contacted immediately to respond to emergencies or other planned assignments. This time is not considered work time, but rather a period of time that the employee is available to report to work. Standby Pay shall be ~~$4.50~~ **~~$6.50~~ $5.00** per hour for each hour assigned to Standby (prorated for quarter hour increments) and standby status ceases when on paid overtime or when credited for the minimum call-out pay. **Thereafter, Standby pay shall be adjusted annually by the same Cost of Living (COLA).**

Commented [MC5]: Since this section was, for the most part, reflecting our COF Policies and Procedures, Section 5.5.2., 5.5.2.3. was omitted from the Union's Accepted Proposal. I've adjusted the Union's CBA paragraph lettering sequence to reflect the omitted 5.5.2.3.

h. If standby status is assigned during any day or for seven (7) consecutive days, the hours of Standby pay are calculated from the daily time assigned, such as 5:00pm until the next regular shift occurs (currently the time from 5:00pm until 7:00am less any time worked or credited). Holiday standby time is for the 24-hour period covering the approximate holidays. As an example, if an employee is on Standby between 5:00p, Friday and 7:00am for the following Monday, the employee shall be paid ~~$279.00~~ ~~$403.00~~ **the current standby pay multiplied by ~~for~~** 62 hours standby time, with the deduction of the time that the employee is called out to work. The Public Works Department intends to assign an employee to Standby Status on a weekly basis; however, this may change if the Department has a need to assign employees to other schedules, such as evening or weekend schedules.

Commented [MC6]: IBEW 1245 Proposal #6, R2 captures the COF Personnel Policies and Procedures Section 5.5.2. and adds two additional paragraphs, "g." and "h.", defining Standby Pay/Status with economic impact. If passed, this will be reflected in the upcoming updated COF Personnel Policies and Procedures, Section 5.5.2.

Employee Dress and Uniforms

The IBEW 1245 agrees to adopt the new City of Fernley's Personnel Policies and Procedures Uniform Policy, Section 2.22.

Commented [MC7]: COF Proposal #8 "Uniform Policy" replaces the outdated COF Policy Section 2.22 "Personal Appearance".

~~The City may require uniforms for employees in individual departments. Any required uniforms will be purchased and maintained by the City at City expense.~~
~~Each employee is expected to dress and groom appropriately for the job, presenting a clean and neat appearance. An employee unsure about appropriate attire or grooming should consult with his/her supervisor or Department Head.~~

~~The City will establish standards as to proper attire and grooming. Special requirements for reasons of safety may also be established. If the employee feels aggrieved by the dress and grooming requirements of his/her department, s/he may use the concern resolution procedure in the City's personnel policies.~~

~~In setting standards for dress and grooming, Department Heads will consider the following factors:~~

~~a. The nature of the work.~~

~~b. Safety considerations, such as necessary precautions when with or near machinery.~~

~~c. The nature of the employee's public contact, if any,~~

~~When an employee's dress or grooming do not comply with established standards. It will be discussed with the employee. If continued counseling fails to bring the desired response, the Department Head may initiate disciplinary actions. An employee who disagrees with a Department~~the Department ~~Head's judgment on matters of dress and grooming shall have recourse through the concern resolution procedure contained in the City's personnel policies.~~

Bargaining Unit Vacancies

It is the intent of the City to continue the practice of filling job vacancies of bargaining unit classifications by promoting or transferring qualified employees from within.

Vacancies (as determined by the City to exist) which will last more than thirty (30) days shall be posted on the bulletin board at each City building for a period of five (5) workdays. The notice of vacancy shall be dated.

Any regular or probationary employee who desires consideration must notify the Department Head or Human Resources in writing within ~~fourteen (14) calendar days~~ ~~five business days~~ eight (8) workdays, excluding holidays, of the date of posting. Application/bid forms will be provided by the City to be filled out by the employee/bidder. Qualifications for promotion or transfer to a vacant position will be determined based on the classification description of the vacant position. Employees may be requested to participate in interviews and/or testing to assess whether their qualifications meet those required in the classification description. Where the above does not meet the needs of the City or Union, the City and Union shall meet and confer to attempt to resolve the issue.

Commented [MC8]: COF Proposal #A; TA'd on 07.07.2026. Shortens the posting period for Internal Union employees, thus expediting the process for considering external candidates if no one internally qualifies and/or if there are no internal candidates. The union acknowledged that postings can run concurrently, internal & externally, while meeting the posting requirements.

1. Testing shall be standardized for each classification description and consistent for each posting.

2. Completed tests and interview questions and notes of interviewers shall be made available to Union upon request.

Where qualified, available regular or probationary employees bid for a job opening and past performance and qualifications of employees are relatively equal, the applicant with the greatest total length of continuous service, shall be awarded the job.

In the event a qualified regular or probationary employee does not bid for the posted vacancy within the allotted ~~fourteen (14) calendar~~ ~~five (5) business~~ ~~days~~ eight (8) workdays, excluding holidays, provided, the City will then be free to fill the vacancy from any available source.

A temporary appointment to a vacancy shall, if practicable, be given to the regular or probationary employee who would be awarded the vacancy on a permanent basis.

III. CONTINUITY OF SERVICE

The City is engaged in rendering a mix of services to the public, and Union and City recognize that there is an obligation on each party for continuous rendition and availability of such services.

The duties performed by employees of the City as part of their employment pertain to and are essential in the operation of a public entity and the welfare of the public

dependent thereon. During the term of this Agreement, Union shall not call upon or authorize or encourage or permit employees individually or collectively to cease or abstain from the performance of their duties for the City, and City shall not cause any lockout pursuant to NRS 288.

Any employee in a Bargaining Unit classification shall perform loyal and efficient work and service, shall use their influence and best offers to protect the properties of the City and its service to the public, and shall cooperate in promoting and advancing the welfare of City and preserve the continuity of its service to the public at all times.

Consistent with the provisions of this section, the parties recognize that the Union, City and all employees are mutually obligated to promote efficiency in the City's operations and harmony among the City's employees.

IV. DEFINITIONS

The IBEW 1245 agrees to adopt the COF Proposal #1 City of Fernley's Personnel Policies and Procedures, Section 3.18. Introductory Period with the following changes:

All new and rehired employees, except elected officials, casual, temporary, or seasonal employees, and those identified as "at-will," will serve a ~~one-year introductory~~ **six-month probationary period** beginning with the day the employee initially reports for work. Current employees who are promoted or transferred will also be required to serve a ~~30~~ **90**-day introductory period. During this introductory period, the employee and the **City of Fernley** have the opportunity to evaluate one another and determine whether the employment relationship should be continued. At its sole discretion, the **City of Fernley** may extend this introductory period up to 90 days when the **City of Fernley** has had insufficient opportunity to assess the employee's ability to perform the job functions or such extension is determined appropriate. ~~During the introductory period, the employment relationship is at-will and can be terminated by the employee or by the **City of Fernley** at any time during the introductory period or during the extension of the introductory period, with or without cause or advance notice.~~

Commented [MC9]: COF Proposal #1, TA'd 07.07.2026. This will change the language for Personnel Policies & Procedures, Section 3.18, Introductory Period.

~~For the purpose of the Agreement, a regular full-time employee is defined as an employee who has completed six (6) months of service with the City.~~

~~The City's employment of part-time employees shall:~~

~~1. Not be positions in the Bargaining Unit such as but not limited to Utility Worker I (part-time), unless negotiations have taken place with the Union; and,~~

~~2. Not result in the loss of regular full-time employment of regular full-time employees. Part-time employees in the Bargaining Unit shall be paid the~~

~~beginning hourly wage rates for the approved position, established in the Agreement for the work performed.~~

V. WAGES

Effective first full pay period of July 2026, 2.5% Cost-of-Living Increase (COLA) for all employees covered under this agreement.

Effective first full pay period of July 2027, 3% floor and a ceiling of 4% Cost-of-Living Increase (COLA) for all employees covered under this agreement. Following the CPI-U listed below. *

Effective first full pay period of July 2027, 3% floor and a ceiling of 4% Cost-of-Living Increase (COLA) for all employees covered under this agreement. Following the CPI-U listed below. *

**CPI Based: Effective the first full pay period following July 1, employees shall receive a general wage increase of no less than 3% but not greater than 4% based on the Consumer Price Index as determined by the Bureau of Labor Statistics. The specific CPI shall be CPI for All Urban Consumers (CPI-U): Selected Areas, all item index – West Urban Size Class B/C (2.5 million or less) for comparing December to December of the previous year. The CPI is a non-seasonally adjusted, annual index and will be rounded to the nearest one-tenth decimal point (CPI Series ID: CUURN400SA0).*

~~Effective July 1, 2018, all employees currently within the 70%-100% wage schedule will receive a 2% increase (GWI) on their anniversary date. Employees falling below the 70% wage schedule (As defined by the City of Fernley's email created on March 13, 2018) will receive an increase on their anniversary date that brings them to the minimum rate provided in Appendix A, if increase is less than 2% said employees will receive the 2% GWI.~~

~~Effective July 1, 2019, the wage schedule will increase by 2%. Employees will receive a 2% increase (GWI) on their anniversary date. An additional merit increase may be given once revenues are determined during the annual budget program. (see note 1)~~

~~Effective July 1, 2020, the wage schedule will increase by 2%. Employees will receive a 2% Increase (GWI) on their anniversary date. An additional merit increase may be given once revenues are determined during the annual budget program. (see note 1)~~
~~Effective July 1, 2021, the wage schedule will increase by 2%. Employees will receive a 2% increase (GWI) on their anniversary date. An additional merit increase may be given once revenues are determined during the annual budget program. (see note 1)~~

~~Definition of General Wage Increase (GWI) and also Cost of Living Increase (COLA) is an increase to all classification base hourly wage rates within the IBEW 1245 bargaining unit .~~

~~The new Appendix A, will have 6 steps that show wage increases at every step. Starting pay for new employees hired on or after July 1, 2018 will be paid at 70% of the maximum wage.~~

~~*Note 1 :"Effective July 1, 2018, July 1, 2019, July 1, 2020, and July 1, 2021 respectively, and in addition to the two percent (2%) employee annual anniversary date increases in each of those years, all employees may receive an additional merit increase of up to three percent (3%). Merit increases shall be determined by comparing the "Total City" (Governmental Activities and Business-Type Activities) June 30th net position of the current fiscal year (FY) to that of the prior FY. Any increase in the "Total City" June 30 City net position in July 1, 2018, July 1, 2019, July 1, 2020, or July 1, 2021 respectively that is equivalent to one percent (1%) or more of base pay for the IBEW 1245 bargaining unit, shall result in an equivalent merit increase for all IBEW 1245 classifications effective July 1st of each respective year of this agreement. Note: the March, 2018 value of one percent (1%) of IBEW 1245 bargaining unit employee base pay is approximately $22,525.90." Both parties agree to follow NRS. 288.150, subsection 4 respective to reopen collective bargaining in the event of a fiscal emergency.~~

Commented [MC10]: Delete

Commented [MC11R10]: IBEW 1245 Wages Proposal #4, R-2, TA'd on 07.07.2026

~~**Water Treatment Operator Duties and Wages**~~
Certifications, Licenses, and/or Training:

For certifications related to an employee's job classification received after ratification and approval, the City will pay an incentive of ~~$260~~ **$500** per year, per approved certification, paid ~~$10 per pay period~~ **the first pay period in July in a lump sum** (not added the the salary schedule). Any certifications, licenses, or qualifications deemed beneficial and approved by the Department Head and the Mayor.

An employee wanting to obtain additional certifications, licenses, or training, must obtain City approval prior to pursuing the certification, license, or training. The City will pay the cost of training leading to the above. Time for obtaining the above will not be considered time worked since the employee is voluntarily obtaining the certification on his/her own time. The ~~$10~~ incentive will be paid after confirmation by the City that the certificate, license or training has been obtained.

Water Treatment, Distribution Classifications: ~~Operator Duties and Wages~~

- **Classification requiring no certifications obtains a D1 and T1. Employee will receive $1,000 annually.**

- **Classification requiring a D2, employee obtains a D3. Employee will receive $500 annually.**
- **Classification requiring a D2, employee obtains a D4. Employee will receive $500 annually.**
- **Classification requiring a D2, employee obtains a D4 and T1. Employee will receive $1,000 annually.**
- **Classification requiring a D2 and T2, employee obtains a D3 and D4. Employee will receive $1,000 annually.**

~~During 2011 City performed a Wage and Salary survey on Water Treatment Operators. On implementation of new salary ranges employee will be paid to the nearest dollar equal to or above the employee's current hourly rate. As a result of the study no bargaining unit employee will be paid less than their current hourly rate. Any new pay ranges will be within the current salary rate table (Appendix A).~~

Commented [MC12]: Delete

Commented [MC13R12]: IBEW Local 1245 Proposal #5, TA'd on 07.07.2026

Salary Step Administration

A. In most instances, new employees will be appointed at ~~Step A~~ Step 1 of the salary range. In cases where a candidate has exceptional experience and/or education, appointment at a higher step may be considered by the appointing authority.

B. Movement in the range will be ~~six (6) month~~ period **one (1) year** in each increment, ~~————————~~providing that the employee's performance evaluation is ~~————————~~satisfactory or better. (No change to language.)

C. Promotions to a higher classification will result in an increase in pay to Step ~~A of the new range~~ **increase** or approximately five percent (5%), whichever is higher.

D. ~~When a cost of living adjustment is applied to the range, the employee's adjustment is the new rate of pay applied to the employee's current range and step.~~ Any future agreed to cost of living adjustment shall be applied to each wage step. (This is from the MOU dated 07.01.2024 for the Comp Plan Salary Step Administration.)

Commented [MC14]: Match language to Compensation Plan.

Commented [MC15R14]: Part of IBEW 1245 Proposal #7, TA'd on 07.07.2026.

Commented [MC16]: Language matches MOU for the Comp Plan effective 07.01.2024

~~Employee Longevity Pay:~~ ~~An employee topped out in his/her classification for a minimum of one year will be paid a $150 longevity bonus that is not added to base pay conditioned on a standard or better annual performance evaluation. Employees may requalify for this longevity bonus on an annual basis so long as the employee remains topped out in his/her classification. Employees who meet this criteria on June 30, 2010 will continue to receive a longevity bonus until they step increase to the new Steps added to Appendix A.~~

Longevity

Schedule: In recognition of an employee's years of service completed by ~~December 31~~ July 1 of any year, the following annual longevity compensation schedule will be recognized:

UPON COMPLETION OF YEARS OF SERVICE:	AMOUNT OF COMPENSATION:
5 – 9 years	~~1.0%~~ $500.00
10 – 19 years	~~2.0%~~ $500.00
20 + years	~~3.0%~~ $1000.00

After completion of five (5) years of service, and continuing, employees will receive longevity pay at the rate outlined above on average base wages in the given year that an employee obtained such longevity benefits as outlined above.

(b) Payment: Longevity payments will be made to the employee annually ~~by the end of January~~ in the first pay period for July 1 in the subsequent year that an employee obtains longevity benefit defined above and relative to an employee's Governing date, defined below. This will be issued on a separate check. This longevity incentive will not be pyramided or compounded by any other wage increase.

(c) Governing Date: The date from which the employee was employed full-time (regular and continuous employment) shall be the governing date.

Commented [MC17]: IBEW Local 1245 Proposal #7, TA'd on 07.07.2026.

~~Additional Certifications~~~~: For: For certifications related to the employee's job classification received after ratification and approval the City will pay an incentive of $260 per year paid at $10 per pay period per approved certification (not added to the salary schedule). Any certifications, licenses, or qualifications deemed beneficial and approved by the Department Head and the *City Manager*~~***to be determined***~~.~~

~~Employee must obtain prior City approval before obtaining certificate, license, or training. The City will pay the cost of training leading to the above. Time for obtaining the above will not be considered hours worked since the employee is voluntarily obtaining the certification on his/her own time. The $10 incentive will be paid in the paycheck after confirmation by the City that the certificate, license or training has been obtained.~~

~~Should a promotional opportunity, within the same division, arise, the employee will apply for the position. If the employee is promoted to another position, the employee will no longer receive the incentive. If the employee is not selected for the position, the incentive will still be paid to the employee until the employee is promoted to another position.~~

Commented [MC18]: Replaced with IBEW 1245 Proposal #5, TA'd on 07.07.2027.

~~Eligible certifications and criteria will be established and finalize by the end September 2015.~~

~~Note: The Union and City desire to provide an achievable career path for City employees. To this end during the period of July 1, 2015 to June 30, 2016, the City and Union will strive to meet the following milestones.~~

Commented [MC19]: Strike

~~**Career Paths:**~~

1. ~~Design a career path that will create and define requirements, job functions, performance, training and education to provide employee's the opportunity to advance through the Administrative Specialist I, II & III series.~~
2. ~~Design a career path that will create and define requirements, job functions, performance, training and education to provide Parks Division, General Services Division and Streets Division employee's the opportunity to advance through the Maintenance Worker I, II & Senior series.~~

~~The following positions (but not limited to) have no series or typical advancement opportunity at this time and require attention for retention.~~

1. ~~Design a career path Series that will create and define requirements, job functions, performance, training, and education to provide Animal Control employee's the opportunity to advance such as AC I, II & III based on NACA/NACHO qualifications.~~
2. ~~Design a career path Series that will create and define requirements, job functions, performance, training and education to provide Permit Technician employee's the opportunity to advance such as PT I, II, & III.~~

~~Discussions will be held regarding a classification and compensation study to establish a sustainable pay scale that accurately reflects the positions within the City.~~

~~City and Union agree to review the Job Description of Deputy City Clerk within the first quarter of FY 15/16.~~

~~The parties agree review the Job Description and address the wage rate of the modified "Animal Control Officer/Code Enforcement" position .~~

Commented [MC20]: Completed

~~VI.~~VII. HEALTH INSURANCE

The City currently provides health, dental and vision coverage insurance for its employees and staff. The City maintains the right to make administrative and/or vendor changes to any ~~benefit, but~~benefit but may not reduce the City's obligation. These changes will be reviewed by and discussed with the Union at least (30) days prior to any implementation.

The City will pay 100% of the employee coverage in the PPO plan. The City will pay 70% of the dependent coverage and the employee will pay 30% of the dependent coverage in the PPO plan. Employees will pay 100% of the difference in cost if they choose the HMO plan.

Commented [MC21]: 80/20?

There is a cap on City contributions on insurance during the term of this agreement ~~(July 1, 2017– June 30, 2018),~~ however if the insurance rates on coverage exceed the current caps employees will be responsible to pay the excess.

All regular full-time employees shall pay zero percent (0%) of the regular full-time employee only and ~~twenty (20%)~~ thirty percent (30%) of eligible dependents(s) premium for health insurance coverage via automatic payroll deduction. The City shall pay seventy percent (70%) ~~eighty percent (80%)~~ of the eligible dependent(s) premium for health insurance coverage subject to the following capped City contributions for dependent coverage with the employee paying the excess of the following capped City dependent contributions via automatic payroll deduction:

Commented [MC22]: Amend

Commented [MC23R22]: Amended - Calculations were wrong; it remained 70/30 with the new Anthem Health Insurance.

Effective July 1, ~~2016~~2016, capped City Contribution is $1200 per month.

The parties agree that if the actual dependent premium exceeds the above capped amounts the parties will immediately commence negotiations on this Article with the employee paying any excess above the capped amounts via automatic payroll deductions during such period of negotiations. The parties will attempt to conclude any negotiations within 30 calendar days of notification of premium increases exceeding the above capped amounts including facilitation of such negotiations by a Federal Mediation & Conciliation Service (FMCS) mediator. Such negotiations are limited to Article VI Health Insurance and are subject to the impasse procedures in NRS 288.200 if the parties are unable to otherwise resolve the dispute.

If an employee shows proof of coverage from an alternative group health insurance (typically from a spouse's employment) and; therefore opts not to participate in the City's insurance plan, the City shall pay the employee ~~$200.00~~ $300.00 per month in lieu of paying its share of the employee's health insurance premium.

Commented [MC24]: Updated to current amount.

If after opting to withdraw from the City's plan, the employee loses ~~coverage, or~~coverage or suffers any other qualifying event s/he shall be allowed to enroll in the City's plan pursuant to the provisions of the City's health insurance plan.

If, after opting to withdraw from the City's plan, the employee decides s/he wishes to enroll in the City's plan for any reason, such enrollment shall occur during an open enrollment period and will be subject to the insurance plans' open enrollment provisions.

VII. CATASTROPHIC LEAVE

The City, in consultation with the Union, will develop a program for sharing of leave benefits among City employees in the event a City employee has a catastrophic illness and needs assistance. The program will allow employees to voluntarily donate an amount of sick leave or vacation to the ill or injured employee. The plan will provide for cashing of a donor's accrued leave and for the after-tax cash value being donated to the employee in need. The program will establish limits on the amount of leave that can be contributed, the amount of time employees must have following a donation, as well as other matters needed for fair and equitable administration of the program. ~~Effective July 1, 2008,~~ The lifetime maximum is ~~900~~ 900 hours, per Personnel Policies and Procedures, Section 6.14.3., "Conditions of Eligibility".

VIII. SICK LEAVE

NOTE: The provision of the City's personnel policies governing sick leave apply to employees in the Bargaining Unit, except as modified herein.

Conversion of Sick Leave

Once each calendar year, an eligible employee may convert up to forty (40) hours of sick leave to vacation time, subject to the following conditions:

a. Employee may convert up to forty (40) hours; to be eligible the employee must have a minimum of 240 hours accrued, unused sick leave AFTER the conversion.
b. Employee may convert up to sixty (60) hours; to be eligible the employee must have a minimum of 360 hours accrued, unused sick leave AFTER the conversion.
c. Employee may convert up to eighty (80) hours; to be eligible the employee must have a minimum of 480 hours accrued, unused sick leave AFTER the conversion.
d. No employee who has been disciplined for sick leave abuse within the preceding twelve (12) months shall be eligible for the conversion.

~~d.~~

IX. New Paid Parental Leave:

(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.

Commented [MC25]: This was the COF Proposal #3 which will amend the COF Personnel Policies and Procedures. There may be an MOU amending the Paid Parental Leave to an all-inclusive Paid "Family" Leave once the policy is recomposed and logistics figured out for tracking purposes.
**The COF Proposal #3 was presented and verbally accepted at the beginning of the negotiations, therefore, once Council tabled the agenda item on 06.17.2026 to re-write it for "Leave Plan", it was too late to withdraw the Proposal or we would be negotiating in Bad Faith. was TA'd on 07.07.2026

~~IX.~~ X VACATION CASHOUT

NOTE: The provision of the City's personnel policies governing vacation leave apply to employees in the Bargaining Unit, except as modified herein.

In December of each year, an employee may cash out up to forty (40) hours ~~**Eighty (80) hours**~~ of accrued unused vacation leave. Employee must have a minimum of sixteen (16) hours accrual AFTER cash out. ~~Request for cash out must be received by the City not later than the last day of November,~~ **Requests for cash out due date will be determined in November of each year,** and payment will be made with payroll for the first pay period in December.

Commented [MC26]: IBEW 1245 Proposal #3, R-1 wanted an increase to the hours to be cashed out. This was declined and there was only a language change to the paragraph to not restrict the COF to a set deadline at the end of November. This was sought to decrease burden on P/R.

The denial of Union Proposal #3, R-1 to increase the amount of Vacation Cashout was a combination deal for the approval of the COF's Proposal #2 to increase Annual Leave accruals COF Personnel Policies and Procedures Section 6.2.1.a., from 4 hours per pay period to 5 hours per pay period (or up to 130 hours accrued) for the first 60 months (up to 5 years) of continuous employment.

Other changes impacting the Personnel Policies and Procedures include changing the duration in Section 6.2.1.b, of 5 -12 years to 5 years to 10 years for the 6 hour accrual rate, and;

Changing the duration in 6.2.1.c. from 145 month (more than 12 years) to more than 10 years of continuous employment.

These changes will be reflected in the updated COF Personnel Policies and Procedures, Section 6.2. Annual Leave.

XI. Holidays

Holidays Designated

The following holidays are recognized by the **City of Fernley** (NRS 236.015):

New Year's Day – January 1
Martin Luther King, Jr.'s Birthday – Third Monday in January
President's Day – Third Monday in February
Memorial Day – Last Monday in May
Juneteenth – June 19
Independence Day – July 4
Labor Day – First Monday in September

Nevada Day – Last Friday in October
Veterans Day – November 11
Thanksgiving Day – Fourth Thursday in November
Family Day – Friday following the fourth Thursday in November
Christmas Eve – December 24
Christmas Day – December 25

Any day declared a holiday by the **City of Fernley**.

Any day declared a legal holiday by the President of the United States will be observed in accordance with the presidential proclamation.

Recognized holidays will be observed on the calendar day on which they fall. However, recognized holidays occurring on Saturday will be observed on the preceding Friday and holidays occurring on a Sunday will be observed on the following Monday.

Commented [MC27]: IBEW Local 1245 Proposal #11, TA'd on 05.14.2026, added most of our Holiday Pay language from Personnel Policies and Procedures, Section 6.1. Holidays.

~~X.~~ XII COMMERCIAL DRIVERS LICENSE HOLDERS

The Union acknowledges that the City has adopted a policy that implements the provision of federal law governing alcohol and drug testing for holders of commercial drivers' licenses (CDL). Following negotiation both parties have agreed that in addition to the applicable provisions of the policy, the following shall apply to the administration of the policy:

1. Consistent with any limitation provided in the federal regulations, the City will allow the presence of a Shop Steward, if immediately available, when a sample is collected.

2. If a second test of a sample (split sample) is requested by the employee and the result of the second test is positive, the employee shall reimburse the City for the cost of the second test.

3. The City shall provide affected employee and the Union notice of any change in its CDL policy.

~~XI.~~ XIII GRIEVANCE PROCEDURE

Grievance Defined: A qualified grievance shall be defined as a dispute between the City and an employee, or the Union, arising over the interpretation of application of a specific aspect of personnel rules and regulations (including labor agreements), which is not a management right.

If the grievance is based on an appeal to a proposed discipline case of an imposed discipline case all of the issues, citations, and causes in the City's discipline process

shall be addressed in this grievance process (beginning at Step 2) as the exclusive remedy for the discipline case.

Grievances as defined above shall be resolved pursuant to this procedure. In the event that there is a dispute as to whether the issue is an excluded management right or whether the issue qualifies as a grievance, the parties agree to utilize a Mediator from the Federal Mediation & Conciliation Service (FMCS).

If either party desires to have a decision from the State Employee Management Relations Board (EMRB), then that party must file a complaint with the EMRB. The process for both options above is generally at no cost; however, if there are any fees, then the parties must agree in advance to share the cost equally despite who wins.

Processing Notes/Requirements:
Application of City's Discipline Criteria – the Union respects the City's right to set fair and equitable discipline criteria policy as a unilateral "Management Right."

Representation – In processing a grievance, an employee may be represented by him/herself, a Union Shop Steward or observer, or an outside representative such as the IBEW Business Representative or an Attorney.

Non-discrimination – A grievant or group of grievant(s) shall not be discriminated against for filing a grievance.

Timeframe – The timeframe outlined in this document shall be followed; however, the timeframe and the term "reasonable effort" may be flexible if supported by special circumstances, such as an emergency, special projects (budgets, labor negotiations), vacations, or staffing shortages. Also, the timeframe may be modified if there are mutual agreements to extend the timeframe. If the timeframe has elapsed and if a grievant believes that a reasonable effort is not being made, then the grievant can request that the matter be heard and decided upon with two (2) working days, or the matter shall be automatically moved to the next higher step, then the grievance shall be considered closed. The term working day(s) means Monday through Friday, excluding any holidays.

Financial Responsibility – Fees or costs for processing a grievance shall be borne by each party, unless there is an agreement in advance. Employees authorized to attend a grievance proceeding during regular working hours shall continue normal compensation; however, proceedings conducted after working hours or on normal days off shall not be compensated unless there is approval in advance from the Department Head or the ~~City Manager~~Mayor. Employees who are appealing a discipline case shall be paid for attendance of a discipline appeal if said appeal is scheduled after the employee's assigned working hours.

Commented [MC28]: Due to the reorganization of the COF, the "Mayor" is replacing the "City Manager" (or as previously entered as "TBD") as applicable throughout the Grievance Procedure Section.

Process – The process for resolving a qualified grievance is as follows:

Step 1: Employee or Shop Steward to Supervisor – If an employee or representative believes that s/he has a grievance, s/he shall notify the employee's supervisor within ten (10) working days after the incident, action, or event giving rise to the grievance. Conditions for retroactivity of a resolution shall go no further in arrears than ten (10) working days in advance of the date of the grievance. The employee's supervisor shall make a reasonable effort to reach an acceptable solution to the problem, within five (5) working days after the grievance was initiated. If the issue is not resolved at Step 1, then a grievance may be advanced to Step 2.

Step 2: To Department Manager – If the grievance is unresolved in Step 1, or if the grievance is initiated at this step, the employee or representative shall submit a written request to the Department Manager. If the notice is initiated in Step 1, the grievance must be received within five (5) working days of receipt of the decision in Step 1. If the grievance is initiated in Step 2, then the timeframe and retroactivity provisions shall be the same as Step 1. The written request shall include a clear statement of the issue(s) involved, the impact on specific employees, the names of witnesses (if applicable), and other appropriate information to assist in resolving the grievance. The Department Manager shall make a reasonable effort to reach an acceptable solution to the problem and set a meeting within five (5) working days after receipt of the grievance. The Department Manager shall provide a written decision on the matter within ten (10) working days from hearing the grievance.

Step 3: ~~To City Managerbe determined~~Mayor: – If the grievance is unresolved in Step 2, then the employee or representative shall submit a written request to *the* Mayor~~City manager~~ within five (5) days of receiving the decision in Step 2. The ~~*City Manager*~~Mayor ~~-~~shall make a reasonable effort to reach an acceptable solution to the problem and set a meeting within five (5) working days after receipt of the grievance. The ~~*city Manger*~~Mayor ~~-~~shall provide a written decision on the matter within ten (10) working days from hearing the grievance.

Step 4: To City Council – If the grievance is unresolved in Step 3, then the employee or representative shall submit a written request to the City Council within ten (10) days of receiving the decision in Step 3. The City Council will hear the matter ~~at a public meeting~~ within thirty (30) days of receiving the request for a hearing. ~~City Council meetings are public meetings; however, depending on the circumstances and agreements between parties, some meetings~~ Meetings may be closed to the public pursuant to the Nevada Revised Statutes. The City Council shall provide a written decision on the matter within thirty (30) days of hearing the issue.

Step 5: Mediation/Arbitration – If the issue is still unresolved in Step 4, within ten (10) working days of receiving the decision in Step 4, the employee or representative shall have the option to proceed to:

A. Mediation – Mandatory participation by both parties; however, non-binding mediation does not require either party to agree or resolve the

Commented [MC29]: IBEW 1245 Proposal Art 12 Grievance Procedure; TA'd 07.07.2026; "TBD" to "Mayor" Pending.

Commented [MC30]: IBEW Local 1245, TA'd on 07.07.2026. Redline Grievance Procedure with "TBD" (formerly "City Manager" with "Mayor". Need to confirm. Also, IBEW Proposed to remove the "Public Meetings"

grievance, and there will be no cost to either party unless there is an agreed upon shared cost (this may be utilizing the FMCS or the EMRB); or

B. Binding Arbitration – Mandatory participation by both parties in front of a selected Arbitrator who makes a binding decision, and the loser of the process pays for the cost of the arbitration (however, each party pays its own preparation and presentation costs, as stated in the "Financial Responsibility" section). Selection of the Arbitrator shall be as follows: ~~The~~: The City and the Union shall receive seven (7) names from the FMCS and each shall have the ability to alternatively challenge the names (strike-off), with the party to have first choice determined by a flip of the coin. The decision of the Arbitrator is final and binding on all parties.

Note: Where the term Supervisor is used in this procedure it will be considered to be the Department Head of the grieved department.

~~XII.~~ XIV. MANAGEMENT/LABOR COMMITTEE

A committee consisting of the City and the Union (not to exceed three (3) employees) and the Union Business Representative shall meet quarterly during work hours or more frequently by mutual agreement. The meeting shall be for the purpose of:

1. Discussing the administration of this Agreement;
2. Discussing health insurance benefit cost and coverage;
3. Exchanging general information of interest to the parties; and
4. Giving Union representatives the opportunity to share the views of the members and/or make suggestions of interest to their members.

~~XIII.~~ XV. INDEMNIFICATION

Union agrees to refund the City any amounts paid to it in error on account of the payroll deduction provision after presentation of proper evidence thereof.

~~XIV.~~ XVI. SCOPE OF THE AGREEMENT

The parties to this Agreement agree that they have had full opportunity to discuss all concerns and issues during negotiations. They do, therefore, mutually waive the right to negotiate on any further subject during the term of this Agreement without the specific written consent of both parties.

Notwithstanding any other provision of this Agreement, the Union acknowledges that the City is in the process of adopting changes to its Personnel Policy. Prior to adoption

of any revision to the Personnel Policy, the City will notify the Union. During the term of this Agreement, the Union and the City will negotiate regarding any revised provision of the policy which is within the scope of mandatory bargaining upon written request from the Union.

Notwithstanding any other provision of this Agreement, the City will notify the Union of the creation of any new job class, which is: (a) currently occupied by an employee in the Bargaining Unit, or (b) a reclassification of an existing job class, which is in the Bargaining Unit. The notice will include the job description and the salary range proposed for the class. If the Union does not request to negotiate within fifteen (15) working days, the City's proposed salary range will be the range for the position for the duration of this Agreement. In no case will this paragraph be construed to grant either the City or Union any right which is not granted by NRS 288.

ARTICLE ~~X.~~ XVII TERM OF AGREEMENT

Union and City agree that this Agreement shall take effect except as provided above ~~July 1, 2018 and shall continue until midnight, June 30, 2022,~~ July 1, 2026 and shall continue until midnight, June 30, 2028 and; thereafter, remain in effect from year to year unless written notice of termination shall be given by either party ninety (90) days prior to the expiration date above or the expiration date of any year thereafter.

THIS AGREEMENT, made and entered into this first day of July, ~~2018~~ 2026, by and between the designated representatives of the City of Fernley, and Local Union No. 1245 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (affiliated with the American Federation of Labor-Congress of Industrial Organization), representing the Fernley Bargaining Unit Employees.

(1) Note: Should the medical premiums paid by the City of Fernley increase by 10% or more in any one (1) year of this current agreement (~~7/1/2018-6/30/22~~) (07/01/2026 – 06/30/2028), the parties agree to open the Collective Bargaining Agreement to discuss medical premiums and wages only.

Signed by:

City of Fernley's Representative

_____ Date: _____
~~Daphne Hooper~~, Neal E. McIntyre ~~City Manager~~

City Negotiating Team: ~~Daphne Hooper~~, Neal E. McIntyre ~~City Manager~~, Mayor ~~Roy Edgington~~, ~~Mayor,~~ ~~Denise Lewis~~ Robert Carson, Finance Director, ~~Shannon McKnight~~

Commented [MC31]: Update

Commented [MC32]: Ties into IBEW 1245 Proposal #1, for Retro Active Pay and Benefits for all contractual terms and conditions of the CBA.

Commented [MC33]: Update

Commented [MC34]: Please note that all of this will be cleaned up in the final document.

Mitzi Carter, Human Resource Managers, Dan McCassie and Ryan Hanan, City Council Member,. and Fran McKay, City Council Member.

Union Bargaining Unit Negotiating Team Date: _____

_____ _____

Lillian Cabra Adam Weberl Marty Kumle Adam Hayes

Negotiating Team Negotiating Team Business Representative
IBEW Regional Office

_____ _____

Randy Gahr Adam Hayes Filiga (Lina) Farmer
Negotiating Team Negotiating Team

_____

Adam Weber Marty Kumle
Business Representative

IBEW Regional Office

_____ _____

Tom Dalzell UNK
Business Manager International President

Commented [MC35]: Marty, please provide this updated information as necessary.

Ratification of the Agreement
Fernley City Council, by a vote of
Ayes ____17___ Nayes ___0____ Date: ___April 24, 2018_____

_____ _____

Roy Edgington Neal McIntyre Attest: Kimberley:
Kimberley Swanson
Mayor City Clerk

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Ana Navarro**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:X	No:	520-810-430

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to ratify emergency electrical work previously completed by San Joaquin Electric, Inc. at the Fernley Wastewater Treatment Plant to maintain compliance with Nevada Division of Environmental Protection (NDEP) requirements, and approve payment in the amount of $28,200.27.

AGENDA ITEM BRIEF:

The Utilities Department requests ratification of emergency electrical work completed by San Joaquin Electric, Inc. at the Fernley Wastewater Treatment Plant. The work was performed immediately to maintain plant operations and ensure continued compliance with Nevada Division of Environmental Protection (NDEP) requirements. The contractor furnished the labor, materials, equipment, and electrical components necessary to complete the emergency repairs. The total invoice amount is $28,200.27.

RECOMMENDED MOTION:

"I move to ratify the emergency electrical work completed by San Joaquin Electric, Inc. at the Fernley Wastewater Treatment Plant and approve payment in the amount of $28,200.27."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

1. Ratify the emergency work and approve payment as presented.
2. Direct staff to obtain additional information.

BACKGROUND:

Emergency electrical work was required at the Fernley Wastewater Treatment Plant to maintain uninterrupted operations and comply with Nevada Division of Environmental Protection (NDEP) requirements. Because of the urgent nature of the work, San Joaquin Electric, Inc. was engaged to perform the necessary electrical improvements without delay. The work included providing labor, equipment, electrical materials, and installation of electrical components necessary to restore and maintain reliable operation of the facility. The invoice reflects the completed emergency work in the amount of $28,200.27. Ratification of the work and approval of payment will reimburse the contractor for services already performed in response to the emergency.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Emergency procurement is authorized under NRS 332.115, which permits local governments to obtain goods and services without standard competitive procurement procedures when an emergency threatens public health, safety, welfare, or the continued operation of essential public facilities. The emergency electrical work was necessary to maintain operation of the Fernley Wastewater Treatment Plant and compliance with applicable NDEP regulatory requirements.

FINANCIAL IMPLICATIONS:

Emergency electrical services totaling $28,200.27 were previously completed and paid to maintain continuous operation of the Fernley Wastewater Treatment Plant and ensure compliance with Nevada Division of Environmental Protection (NDEP) requirements. This action does not authorize additional expenditures but ratifies the emergency expense previously incurred. The cost was charged to the appropriate Utilities Department budget.

ATTACHMENTS:

1. 26035-1 Fernley WWTP Invoice

San Joaquin Electric Inc

PO Box 30068
Stockton, CA 95213
Phone: (209) 952-9980
Fax: (209) 952-9984

Invoice

Invoice Number
26035-1
Invoice Date
6/24/2026

Bill To: City of Fernley
595 Silver Lace Blvd

Fernley, NV 89408

Re: Fernley WWTP

Our Job No	Customer Job No	Customer PO	Payment Terms	Due Date
26035			Net 45 Days	8/8/2026

Description	Price
Electrical work as per attached T&M.	28,200.27

Subtotal	$	28,200.27
Sales Tax (if applicable)	$	0.00
Total Due	**$**	**28,200.27**

Thank you for your business!

TIME & MATERIALS

SAN JOAQUIN ELECTRIC, INC.
8985 Double Diamond Parkway
Reno, NV 89521
(775) 800-5280 • FAX (775) 800-5281
NV LICENSE #0067932
CA LICENSE #410103

Job Name: FERNLEY WWTP
Job No.: 26035
Date: 6-9-26

CUSTOMER P.O. OR C/O # _____

Description of Work
TROUBLE SHOOT + REPLACE CIRCUIT BREAKER, TWO DISCONNECT + CONDUCTORS FOR

MATERIAL REPORT

Qty	Description	Price	Unit	Amt.
2	30A/600V/3P/NF/N4X SST	1,586.74	E	3,173.48
2,500'	#10 THHN STRANDED GRAIN	334.91	M	$837.28
6	#6 THHN STRANDED @ 1,500' EA (9,000').	940.81	M	8,467.29
1	15A 3P 480V HMCP EATON CIRCUIT BREAKER W/ AUX	873.17	E	873.17
L	RAGS, SOAP, DUCT SEAL, TAPE	$25.00	E	$25.00

Total Material 13,876.22

LABOR REPORT

	Employee	Hrs.	Rate	Amount
6/4	ED SANTOS	8	125	1,000.00
6/4	SHANE A.	8	62.50	500.00
6/9	ED SANTOS	8	125	1,000.00
6/9	CASH M:	8	125	1,000.00
6/9	MARSHALL H	8	137.50	1,100.00
6/9	SHANE A.	8	62.50	500.00
6/9	CHRIS M	8	62.50	500.00
6/9	BRAD L.	8	62.50	500.00
6/9	KASON F.	8	62.50	500.00
6/22	E. SANTOS	8	125	1,000.00

Total Labor 7,600.00

EQUIPMENT REPORT

	Qty	Description	Hrs.	Rate	Amount
6/4	1	Truck	8	39.56	316.48
6/9	4	Trucks	32	39.56	1,265.92
6/22		Truck	8	39.56	316.48

Total Equipment 1,898.88

Material	$	13,876.22
Tax		1,146.87
Overhead		—
		—
Equipment		1,898.88
Labor		7,600.00
Subtotal	$	24,521.97
Profit		3,678.30
TOTAL	$	28,200.27

Prepared By: _____
Approved By: _____

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Trisha Livingston, Grants Administrator**

FINANCIAL IMPACT:	**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:	Yes:	No: x	100-610-322

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve a grant agreement between the Nevada Department of Wildlife and City of Fernley for the Fernley Community Pond project. The agreement provides $100,000 in Wildlife Heritage Account grant funding to support the design and construction of a new community fishing pond and associated park amenities.

AGENDA ITEM BRIEF:

Agenda Item Brief: Council consideration is requested to approve execution of a grant agreement between the Nevada Department of Wildlife and the City of Fernley for the Fernley Community Pond project. The agreement provides $100,000 in Wildlife Heritage Account grant funding to support the design and construction of a new community fishing pond and associated park amenities. The grant period extends from July 1, 2026, through June 30, 2028 and funds must be expended in accordance to the approved project scope and budget as outlined in the agreement and its attachments.

RECOMMENDED MOTION:

I move to approve the grant agreement between the Nevada Department of Wildlife and the City of Fernley for the Fernley Community Pond project, identified as Heritage Grant award #H27-22.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council may consider the following alternative actions regarding the grant agreement:

· Council may choose not to approve the grant agreement, thereby declining participation in the Wildlife Heritage Account funding for this project.

· Council may request that staff explore alternative funding sources or approaches for the community pond project, independent of the current grant opportunity.

BACKGROUND:

On February 20, 2026, the City of Fernley submitted a grant application to the Nevada Department of Wildlife (NDOW) seeking funding through the Wildlife Heritage Account for the Fernley Community Pond project. The application was prepared by the Planning Director, with support from the Public Works Director and NDOW's fisheries biologist, and identified the project location as 2305 Farm District Road, within city limits. The proposal outlines the development of a 23-acre city-owned parcel to include a 1-3 acre fishing pond, ADA-accessible fishing piers, walking trails, parking, and additional park amenities. The City confirmed it holds sufficient water rights, acquired from the Newlands project, to support the pond and park, with water delivery from the adjacent Truckee Canal. The project was designed to address a lack of local angling opportunities and to provide accessible outdoor recreation for Fernley residents, with NDOW committing to add the pond to its annual fish stocking program and to assist with ongoing fisheries management.

On April 1, 2026, City staff received City Counsil approval for the submission of the grant. Due to the NDOW application deadline, staff had submitted the application prior to formal Council action and subsequently sought retroactive approve to comply with City policy. The Council was informed the project aligned with City priorities for expanding recreation amenities.

The Wildlife Heritage Account provides funding for projects that support the protection, propagation, and management of Nevada's fish and wildlife resources. Eligible projects must demonstrate direct benefits to wildlife and public recreation, and recipients are required to comply with all applicable state and federal regulations, maintain detailed grant records, and submit periodic reports and reimbursement request as specified in the grant agreement.

On July 21, 2026, NDOW issued a formal Notice of Grant Award to the City of Fernley for Heritage Project #27-22, approving $100,000 in Wildlife Heritage Account funding for the Fernley Community Pond project. The grant agreement incorporated the project proposal, scope of work, and budget as attachments, and established requirements for financial management, record retention, conflict of interest disclosure, and compliance with civil rights and accessibility laws. The agreement also specified that all expenditures must be consistent with the approve project scope and budget, and that any changes

require prior written approval from NDOW.

The City of Fernley has executed the Wildlife Heritage Account Grant Agreement (Project #H27-22) in accordance with NDOW's request for expedited submission of the fully executed agreement. In the event the City Council does not accept the grant award, the City will provide formal written notification to the Nevada Department of Wildlife that all associated grant funds will be fully deobligated in compliance with the terms and conditions of the agreement.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 501 – Wildlife & Wildlife Heritage Account

NRS 332 – Local government purchasing

FINANCIAL IMPLICATIONS:

The grant is structured as a reimbursable award; the City will initially expend the funds for eligible project costs and submit periodic reimbursement requests to NDOW in accordance with the approved project budget and grant agreement requirements. The $100,000 match has been budgeted for the current FY.

ATTACHMENTS:

1. NDOW Grant Agreement

JOE LOMBARDO
Governor

STATE OF NEVADA
DEPARTMENT OF WILDLIFE
6980 Sierra Center Parkway, Suite 120
Reno, Nevada 89511
Phone (775) 688-1500 • Fax (775) 688-1595

ALAN JENNE
Director
JORDAN GOSHERT
Deputy Director
CALEB MCADOO
Deputy Director
MIKE SCOTT
Deputy Director

Wildlife Heritage Account Grant Agreement

Project #H27-22

Fernley Community Pond

Grant Award: $100,000

Ms. Michele Rambo
City of Fernley
595 Silver Lace Blvd.
Fernley, Nevada 89408

Subject: Notice of Nevada Department of Wildlife's Heritage Account Grant Award.

Dear Ms. Rambo:

1. **City of Fernley** has been awarded a **Heritage Grant award #H27-22** from the Department's Wildlife Heritage Account in the amount of **$100,000** for the time period **07/01/2026** through **06/30/2028.**

   The Wildlife Heritage Account is authorized by NRS 501.3575 and is administered by the Board of Wildlife Commissioners. Grant funding is used for the protection, propagation, restoration, transplantation, introduction, and management of any game fish, game mammal, game bird or fur-bearing mammal and the management and control of predatory wildlife in this state.

2. The purpose of this award is to fund Heritage Project **#H27-22** as proposed by the **Project Manager, Michele Rambo**, to carry out the work agreed to in this agreement signed between NDOW and **City of Fernley and Project Manager, Michele Rambo**.

3. Terms:
   In accepting these funds it is understood that:

   a. Expenditures must comply with appropriate state and/or federal regulations.
   b. This Grant award is subject to the availability of appropriate funds.

c. Recipient of these funds agrees to stipulations listed in Sections A, B, C of Grant award. Stipulation D is required to be adhered to only if applicable.
d. The parties agree that the services to be performed shall be specifically described; this Grant Agreement incorporates the following attachments in descending order of constructive precedence:

Attachment AA: Wildlife Heritage Project Proposal

Section A – Heritage Grant Agreement
Assurances

As a condition of receiving Granted funds from the Nevada Department of Wildlife, the Grantee agrees to the following conditions:

1. Grantee agrees grant funds may not be used for other than the awarded purpose. In the event Grantee expenditures do not comply with this condition, that portion not in compliance must be refunded to the Nevada Department of Wildlife.

2. Grantee agrees to submit reimbursement requests only for expenditures approved in the spending plan **as seen in ATTACHMENT AA**. Any additional expenditure beyond what is allowable based on approved categorical budget amounts, without prior written approval by the Nevada Department of Wildlife, may result in denial of reimbursement.

3. Approval of the Grant budget by the Nevada Department of Wildlife constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Unless otherwise stated in the Scope of Work, the transfer of funds between budgeted categories without written prior approval from the Nevada Department of Wildlife is not allowed under the terms of this Grant. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.

4. Recipients of Grants are required to maintain Grant accounting records, identifiable by Grant number. Such records shall be maintained in accordance with the following:

    a. Records may be destroyed not less than three years (unless otherwise stipulated) after the final report has been submitted if written approval has been requested and received from the Administrative Services Officer III of the Nevada Department of Wildlife. Records may be destroyed by the Grantee five (5) calendar years after the final financial and narrative reports have been submitted to the Nevada Department of Wildlife.
    b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual Grants.

    Grant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this Grant Award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the Grant activity.

5. Grantee agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this Grant award. The Nevada Department of Wildlife reserves the right to disqualify any grantee on the grounds of actual or apparent

conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.

6. Grantee agrees to comply with the requirements of the Civil Rights Act of 1964, as amended, and 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).

7. Grantee agrees to comply with 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 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

8. Grantee certifies, by signing this Grant, 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 regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This provision shall be required of every Grantee receiving any payment in whole or in part from federal funds.

9. Grantee agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this Grant 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, 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.

10. Nevada Department of Wildlife Grants are subject to inspection and audit by representatives of the Nevada Department of Wildlife, the State Department of Administration, the Audit Department of the Legislative Counsel Bureau or other appropriate state or federal agencies to
    a. verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
    b. ascertain whether policies, plans and procedures are being followed;
    c. provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
    d. determine reliability of financial aspects of the conduct of the project.

11. Any audit of Grantee's expenditures will be performed in accordance with Generally Accepted Government Auditing Standards to determine there is proper accounting for and use of Grant funds. It is the policy of the Nevada Department of Wildlife (as well as a federal requirement as specified in the Office of Management and Budget (OMB) Circular A-133 [Revised June 27th, 2003]) that each grantee annually expending $1,000,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO THE NEVADA STATE NEVADA DEPARTMENT OF WILDLIFE, ATTN: ADMINISTRATIVE SERVICES OFFICER II, 6980 SIERRA CENTER PARKWAY, SUITE 120 RENO, NEVADA 89511- within nine (9) months of the close of the Grantee's fiscal year. **To ensure this requirement is met Section D of this Grant must be filled out and signed.**

SECTION B – Heritage Grant Agreement
Description of services, scope of work, deliverables and reimbursement

Brief Summary of Project:

The parties agree that the services to be performed shall be specifically described; this Grant incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: WILDLIFE HERITAGE PROJECT PROPOSAL NUMBER **#H27-22**

Grantee Obligations:

City of Fernley, hereinafter referred to as Grantee, agrees to provide the following services and reports according to the identified timeframes:

- Specific services to be performed are outlined and describes as stipulated in **ATTACHMENT AA HERITAGE PROJECT PROPOSAL**
- Comply with all local, state and federal laws when executing the project.
- Coordinate all relevant sources of money for the project.
- A conservation project that receives money from the Heritage Account must be completed by the end of the State of Nevada fiscal year for which the money is awarded, unless, before that date, a person who is responsible for managing the project demonstrates that unusual circumstances exist which require an extension of time and the Commission approved such extension. The fiscal year is July 1 through June 30.
- Upon completion of the project, Grantee will make a request to the Department of Wildlife, a Committee or a Commission member to complete an inspection of the project no later than June 30 of each year. This inspection may be done at the time of the project completion if a member of the Department, Committee, or Commission is present.
- Grantee will submit the project completion report no later than 60 working days after the completion of the project or no later than July 15 of each year. The report is to be submitted to the Nevada Department of Wildlife Headquarters Office, 6980 Sierra Center Pkwy, Suite 120 Reno, NV 89511.
- Grantee agrees to submit all pertinent reports and data. If requested, grantee will make all data and related project activities available to the public.

- Any activities performed under this Grant shall acknowledge the funding was provided through the State Nevada Department of Wildlife with Wildlife Heritage Account funding. Identify the source of funding on all printed documents purchased or produced within the scope of this Grant, using a statement similar to: **This publication (journal, article, etc.) was supported by the Nevada Department of Wildlife Heritage Account funding and are solely the responsibility of the authors and do not necessarily represent the official views of the Nevada Department of Wildlife.**

The Nevada Department of Wildlife Obligations:

- Provide technical assistance, upon request from the Grantee.
- Provide prior approval of reports or documents to be developed.
- Forwarding a report to another party.
- "The program Contract Monitor or Program Manager shall, when federal funding requires a specific match, If a specific vendor or grantee has been identified in the grant application to achieve part or all of the match, "in-kind", or then this shall also be identified in the scope of work as a requirement and a deliverable, including a report of accomplishment at the end of each quarter to document that the match "in-kind", was achieved. These reports shall be held on file in the program for audit purposes, and shall be furnished as documentation for match, in-kind" reporting on the Financial Status Report (FSR) 90 days after the end of the grant period."
- The Nevada Department of Wildlife reserves the right to hold reimbursement under this Grant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Nevada Department of Wildlife.

Joint Obligations:

Upon completion of the project, a request will be made to the Department, Committee or a Commission member to complete an inspection of the project no later than June 30 of each year. This inspection may be done at the time of the project completion if a member of the Department, Committee, or Commission is present.

Section C – Heritage Grant Agreement
Budget, Terms of Reimbursement, Financial Reports

1. **Include Budget Table:**

   Refer to PROJECT PROPOSAL ATTACHMENT AA for approved budget.

2. **Conditions for Equipment and Travel**

- Equipment purchased with these funds belongs to the Heritage program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.

- Travel expenses, per-diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/Grantees to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0108).

3. **Reimbursement Terms**

Grantee agrees to request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the Grant period.

- Grantee will submit reimbursements periodically (e.g. monthly or quarterly).

- Indirect costs are not funded under the Heritage program.

- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred. Payment will be made upon receipt of an official invoice that includes the detailed documentation like timesheets and mileage reports, as well as receipts of charges as described in Attachment AA and with Project Manager approval.

- Total reimbursement request cannot exceed **$100,000.**

- Grantee agrees to submit Wildlife Heritage Account Project Completion before receiving final grant payment.

- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Grantee agrees to provide:

- A complete financial accounting of all expenditures to the Nevada Department of Wildlife within 30 days of the CLOSE OF THE GRANT PERIOD. Any un-obligated funds shall be returned to the Nevada Department of Wildlife at that time, or if not already requested, shall be deducted from the final award.

All reports of expenditures and requests for reimbursement processed by the Nevada Department of Wildlife are SUBJECT TO AUDIT.

This Grant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Grant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Nevada Department of Wildlife, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

This Grant agreement may also be terminated by the Department at any time during the grant year for the following reasons: (1) conduct that interferes with the administration of the grant; (2) illegal activity of any kind; (3) insolvency; (4) failure to disclose a conflict of interest; (5) influence by a gratuity; (6) any other violations of the terms of the grant agreement; and (7) substantiated fraud, abuse, or misappropriation of grant funds.

In the event the Department terminates the Agreement, Grantee shall: (1) repay to the Department any outstanding advance; (2) Grantee shall be reimbursed for any grant-related expenses incurred after the termination effective date; and (3) Grantee shall transfer or liquidate all equipment and non-consumables purchased with grant funds during the grant period (including equipment with an original purchase price of $1,000 or more, all computers and software regardless of original purchase price, and any other items the Department has required the Grantee to inventory during the course of the grant); (4) surrender any and all documents related to the grant that the Department deems necessary; and (5) repay to the Department all grant funds found to be unallowable costs.

SECTION D – Heritage Grant Agreement

NEVADA STATE NEVADA DEPARTMENT OF WILDLIFE
AUDIT INFORMATION REQUEST

1. Non-Federal entities that expend $1,000,000 or more in total Federal Awards are required to have a single or program-specific audit conducted for that year, in accordance with OMB Circular A-133. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO THE NEVADA STATE NEVADA DEPARTMENT OF WILDLIFE, ATTN: ADMINISTRATIVE SERVICES OFFICER II, 6980 SIERRA CENTER PARKWAY, SUITE 120, RENO, NEVADA 89511, within nine (9) months of the close of your fiscal year.

2. Did your organization expend $1,000,000 or more in all Federal Awards during your most recent fiscal year? YES ____ NO X

3. When does your fiscal year end? June 30, 2027

4. How often is your organization audited? Annually

5. When was your last audit performed? November 27, 2025

6. What time period did it cover? July 1, 2024 – June 30, 2025

7. Which accounting firm conducted the audit? Hinton Burdick CPAs + Advisors

Michele Rambo Planning Director 7/21/24
SIGNATURE TITLE DATE

Signature Page: Wildlife Heritage Project #H27-22

Nevada Department of Wildlife:

NDOW's Fiscal Services' Budget and Funding Approval:

Signature # 1 (ASO III)	Date	Title
Signature #2 (Project Manager)	Date	Title
Signature # 3 (Program Manager)	Date	Title
Signature # 4 (Deputy Director)	Date	Title
Signature # 5 (Deputy Director)	Date	Title

Grantee:

Signature # 1	Date	Title
Signature # 2	Date	Title

ATTACHMENT AA:

Wildlife Heritage PROJECT PROPOSAL

Wildlife Heritage Account Project Proposal Form

APPLICANT INFORMATION

Person Submitting Proposal/Project Manager: Michele Rambo, Planning Director

Organization/Agency: City of Fernley

Date: February 20, 2026

Address: 595 Silver Lace Blvd. City: Fernley

State: NV Zip Code: 89408

Cell: N/A Phone: 775-784-9815

Email: mrambo@cityoffernley.org Fax: N/A

NDOW Monitor (if the project would be managed by someone other than a NDOW employee):

Michele Rambo, Planning Director

PROJECT INFORMATION

Project Title:

Fernley Community Pond

State Fiscal Year(s) Wildlife Heritage Account Funds are Needed: 2026-2027

Project Location: This project is within the City limits of Fernley, NV at 2305 Farm District Road

Amount of Funds Requested from Heritage Account: $100,000

Is a Project Map Attached? Yes ☑ No ☐

(a map **must** include the project title, map scale, date map was created, and a north arrow; Note that we will need project spatial information in the future if funded)

Project Partners/Organizations and Roles (Implementation Lead, Agency Cooperator, Non-Agency Cooperator, Private Landowner:

Jake Ward - NDOW Fisheries Biologist
Michele Rambo - City of Fernley Planning Director
Barry Williams - City of Fernley Public Works Director

Define Priority Resources (Big Game, Diversity, Fish, General Habitat Improvement, Waterfowl, Upland Game): Fish, Diversity/Non-Game, Waterfowl, Upland Game

Select Priority Species (e.g. Sage-grouse, mule deer, etc.): Rainbow Trout, Warmwater Sport Fish, Coldwater Sport Fish,Migratory Songbirds, Geese, Dabbling Ducks, Diving Ducks, Bats, Raptor Species

Is this Project related to an Project Initiatives (e.g. NDOW Mule Deer Enhancement Program, Sagebrush Ecosystem Program, Shared Stewardship, NRCS Sage-grouse Initiative, NV Biodiversity Initiative, Sagebrush Conservation Initiative, Monitoring and Research, etc.):

No

Project Activities (e.g. Conifer Removal, Fire Rehabilitation, Fuels Management, Riparian Enhancement, Acquisition, Population Monitoring or Research, etc.)

Install artificial habitat

Does the Project benefit Greater Sage-grouse or their Habitat (Yes/No):

No

Purpose of the Project:

The Fernley Community Pond and Park will serve the community of Fernley, Nevada residents and public in general as an opportunity to increase outdoor recreation, outdoor education, and promote fishing opportunities within the city limits.

Detailed Description of Project and Rationale (include any development plans such as vegetation removal, planting, seeding, or installation of structures; also include the schedule for obtaining any necessary permits, completing NEPA compliance, etc.)**:**

Community ponds and parks are vital to the communities in which they are established to enhance outdoor recreational opportunities for everyone. The proposed Fernley Community Pond and Park will provide easily accessible fishing opportunities in a rural community which currently offers none. Stocked fish (trout and warmwater sportfish species) provide memorable days for the public and community ponds are heavily utilized by all ages and demographics. At this time, Fernley has very little angling opportunity and no areas where fish are routinely stocked. The closest body of water for recreational opportunities is Lahontan Reservoir. Lahontan is a minimum 30-minute drive from the city center which can be a limiting factor for some community members. Having a community pond located within the city limits will provide more accessible recreational opportunities.

In partnership with the City of Fernley, there has been a commitment from local construction and engineering companies to have equipment, time, and personnel donated to help complete this project. This project will be composed of the development of a 23-acre parcel currently owned by the City of Fernley. The City of Fernley maintains adequate water rights, acquired from the Newlands Project, to irrigate the pond and associated park. The main point of delivery is from the adjacent Truckee Canal, which serves as a water relay system from the Truckee River to Lahontan Reservoir. The intent of this project is to provide a 1-3 acre fishing pond, ADA access fishing piers, a walking trail, parking area, and other outdoor recreational related activities for community use.

Awarded funds will be used to assist with the pond design and construction. If awarded, this money will be used to support the City of Fernley's $100,000 initial investment which has been approved by the City Council for the design and implementation of the project. In addition, local construction and engineering companies have committed to donate time, personnel, and equipment to the implementation of the project.

This project will not only improve community rapport, but will also provide unique habitat for warm water and cold water fish species. NDOW plans to add the Fernley Community Pond to the yearly fish stocking allotments and support the community with management of the fishery upon its completion. In addition to the fisheries associated values, there will be increased habitat for migratory bird species and resident wildlife. Additionally, revenue from increased fishing license sales directly related to this opportunity will assist with the department's overall mission to protect and conserve all Nevada wildlife.

How Would this Project Help with "the protection, propagation, restoration, transplantation, introduction and management of any game fish, game mammal, game bird or fur-bearing mammal in this State; or the management and control of predatory wildlife in this State"**?** (See NRS 501.3575)

This project will help with the introduction and management of game fish by providing aquatic habitat to promote sportfish management, education, and recreational opportunities within our rural communities. More recreational opportunities will also promote license sales, providing further support for the Nevada Department of Wildlife mission. These efforts will not only support fishery's management but can provide habitat for migrating birds, mammals, and other non-game species that will use the pond for refuge and forage.

Project Schedule (describe key milestones for project implementation):

Anticipated construction start: Summer 2026

Anticipated completion: Spring 2027

Does this Project have a Monitoring Plan and if so, please describe:

Upon completion, project will be monitored through routine fisheries activities. Success will be determined by multiple parameters to include: angler use, angler success, and establishment of sportfish species.

Legal Description of the Property on Which the Proposed Project is to be Located (**must** include the property address, access roads, township, range and section)**:**

2305 Farm District Road; APN: 021-303-16
Access Road: Farm District Road
39.58406, -119.1982
Section 20, Township 20 North, Range 25 East

Does this Project Have Additional Funding Sources Other than Your Wildlife Heritage Account Request? Yes ☑ No ☐

Does this Project Involve Habitat Restoration and Improvement of a Long-term or Permanent Nature?

Yes ☑ No ☐

Please Describe in Detail the Reason Why You Need Wildlife Heritage Account Funding to Fund this Project:

The Wildlife Heritage Account funding will be used to support the City of Fernley's $100,000 initial investment which has been approved by the City Council for the design and implementation of the project. This funding will be used to assist with all pond design, construction, and development related activities creating outdoor recreation and education opportunities for local constituents in Fernley, other nearby communities, and Nevada residents. Creating outdoor recreational opportunities allows for more youth and localized involvement within our rural communities.

Project Duration: one year ☑ two years ☐ three years ☐ more ☐

Estimated Start Date: Summer 2026 **Estimated End Date:** Spring 2027

PROJECT FUNDING

The funding breakdown below should cover the total funding needs of the project. While projects may be extended beyond the fiscal year for which money was awarded, such an extension must be due to unusual circumstances and be approved by the Wildlife Commission (see NAC 501.340).

1. Amount of Heritage Account Funds Being Requested		$100,000
2. Other Cash Funding Sources for this Project		
a. City of Fernley		$100,000
b.		
c.		
d.		
e. Total Other Cash Funding Sources (lines a – d)		$ 100,000 -
3. In-kind Services for this Project		
a. Volunteer Time		
b. Equipment		
c. Materials		
d.		
e.		
f.		
g.		
h. Total Donations/In-kind Services (lines a – g)		$ 0 -
4. Total Project Funding	$ 200,000 -	

PROJECT COSTS

The cost breakdown below should cover the total costs of the project you are seeking funding for. NOTE: THE HERITAGE ACCOUNT CANNOT BE USED TO PAY INDIRECT COSTS.

	Heritage Costs	All Other Costs
1. Land Acquisition		
2. Personnel (NDOW employee costs can't be included in the Heritage column)		
3. Travel (NDOW travel costs can't be included in the Heritage column)		
a. Per diem		
b. Mileage		
c. Total Travel Costs (lines a & b)	$ 0 -	$0 -
4. Equipment Items		
a.		
b.		
c.		
d. Total Equipment Costs (line a - c)	$0 -	$0 -
5. Materials		
a.		
b.		
c.		
d.		$0 -
e. Total Material Costs (lines a - d)	$ 0 -	$0 -
6. Miscellaneous Costs		
a. Design/Initial Construction	$100,000	$100,000
b.		
c.		
d.		
e. Total Miscellaneous Costs (lines a - d)	$ 100,000 -	$100,000 -
7. Total Heritage Costs Only	**$**100,000 **-**	
(add lines 1, 2, 3c, 4d, 5e, 6e)		
8. Total All Other Costs		**$**100,000 **-**
(add lines 1, 2, 3c, 4e, 5e, 6e)		
9. Total Project Costs	**$**200,000 **-**	
(add lines 7 & 8)		
(Note: total project funding from previous table must match total project costs)		

Budget Narrative:
Awarded funds will be used to assist with all pond design, construction, and development related activities. If awarded, this money will be used to support the City of Fernley's $100,000 initial investment which has been approved by the City Council for the design and implementation of the project. In addition, local construction and engineering companies have committed to donate time, personnel, and equipment to the implementation of the project. While an estimate of the value of these donations is not yet known, it is anticipated that the pond and associated improvements would normally cost approximately $500,000. It is anticipated that additional funding will be provided by the City Council for the 2026-2027 fiscal year.

Are There Going to be Any Ongoing Costs for This Project? Yes ☑ No ☐

Maintenance of the pond and surrounding park will create ongoing costs. The City of Fernley is in the process of possibly creating a Parks and Recreation department, but funding for that is still unknown.

If There are Ongoing Costs Associated with This Project, is There an Anticipated Funding Source for These Costs? Yes ☐ No ☑

Do You Anticipate Needing Additional Wildlife Heritage Account Funds Beyond the Upcoming Fiscal Year? If So, Please Describe What You Think Your Funding Requirements will be and for What Purposes (As noted above, extensions beyond the first fiscal year must be due to unusual circumstances and approved by the Wildlife Commission.)**:**

N/A

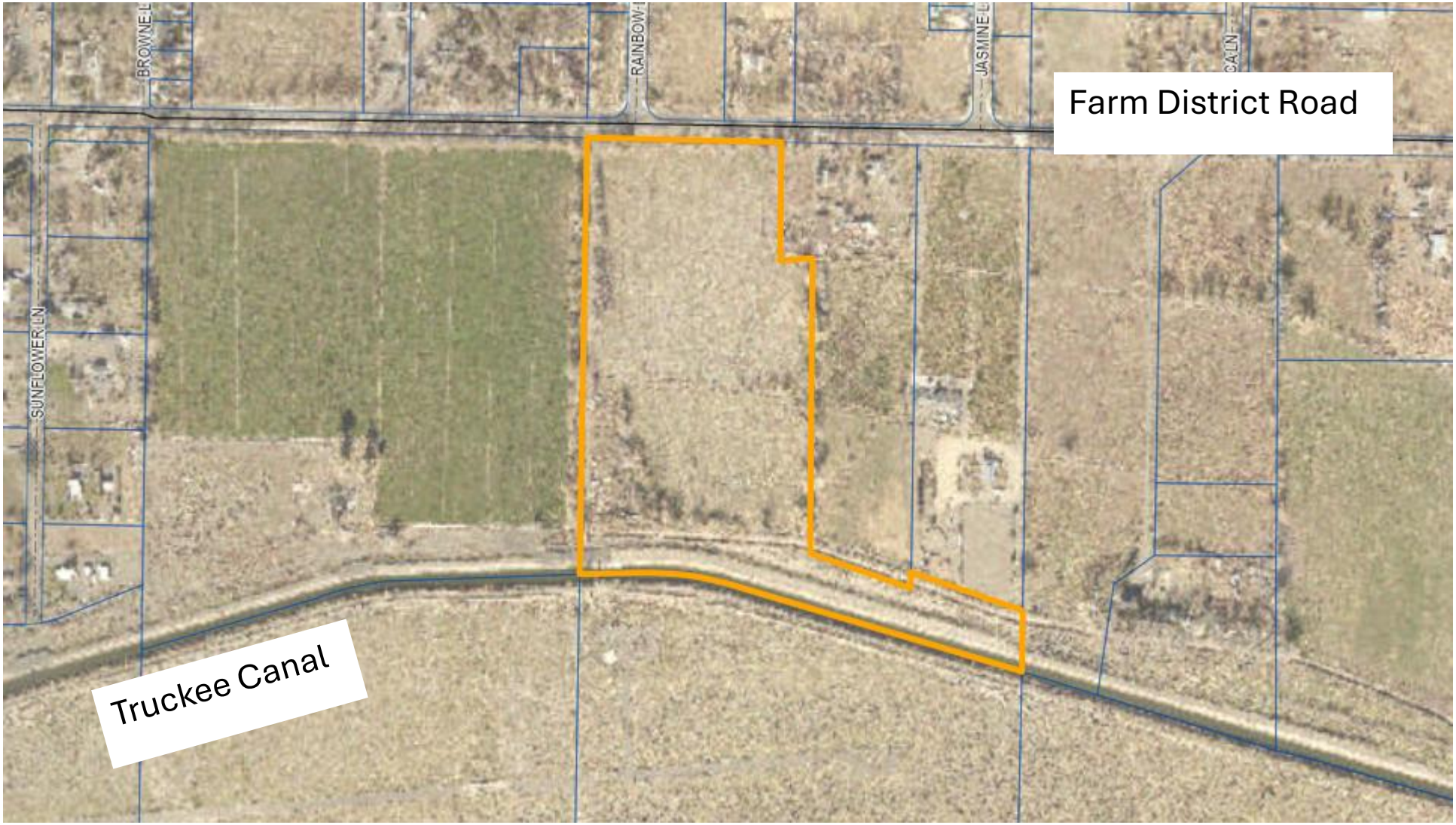
How Will You Give Credit to the Wildlife Heritage Account and Other Funding Sources?

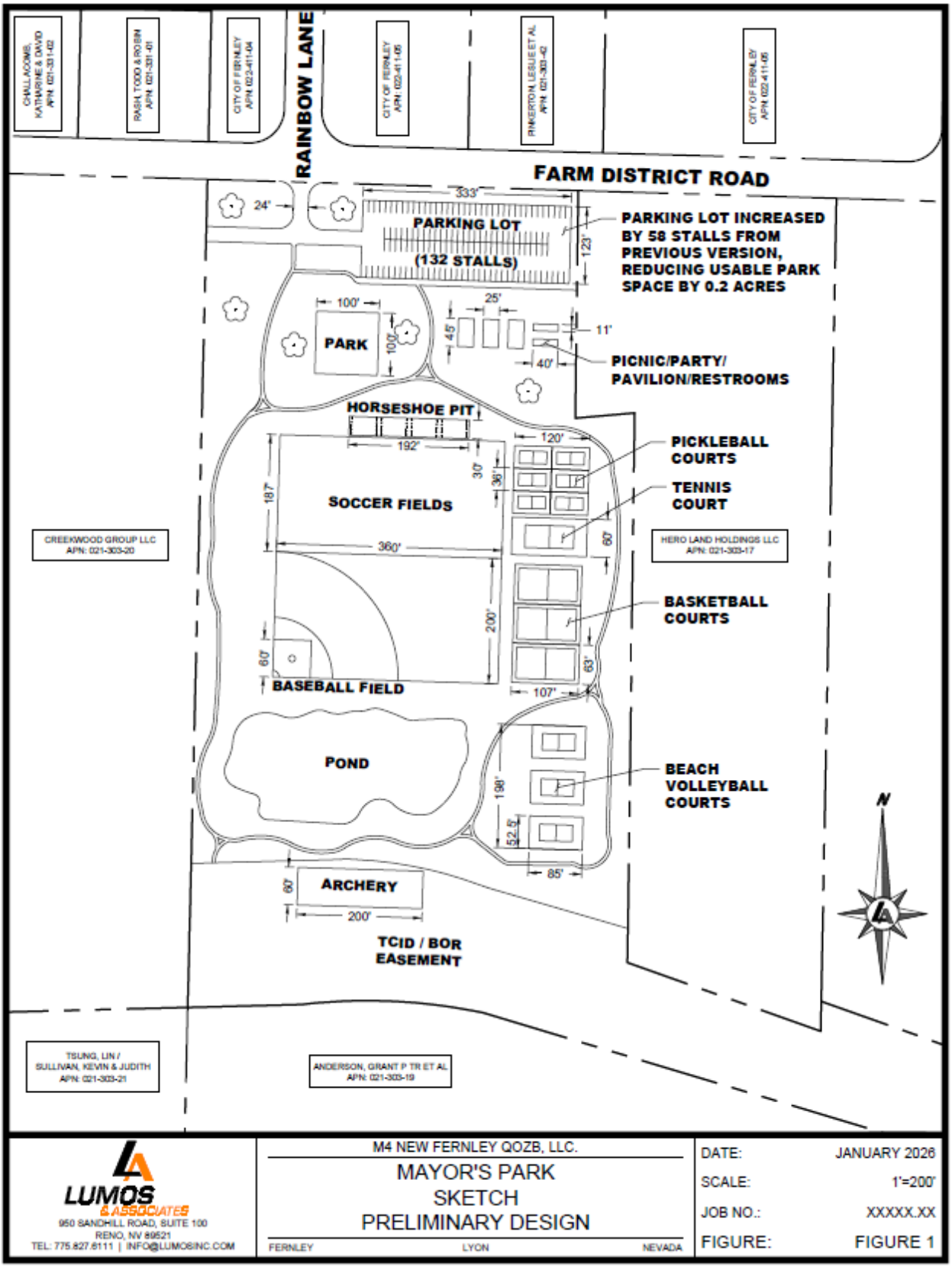
Signage recognizing the support of the wildlife heritage committee/account will be located on-site.

Authorizing Signature: Michele Rambo

Review Date 2/20/26

Project Site





LUMOS & ASSOCIATES
950 SANDHILL ROAD, SUITE 100
RENO, NV 89521
TEL: 775.827.6111 | INFO@LUMOSINC.COM

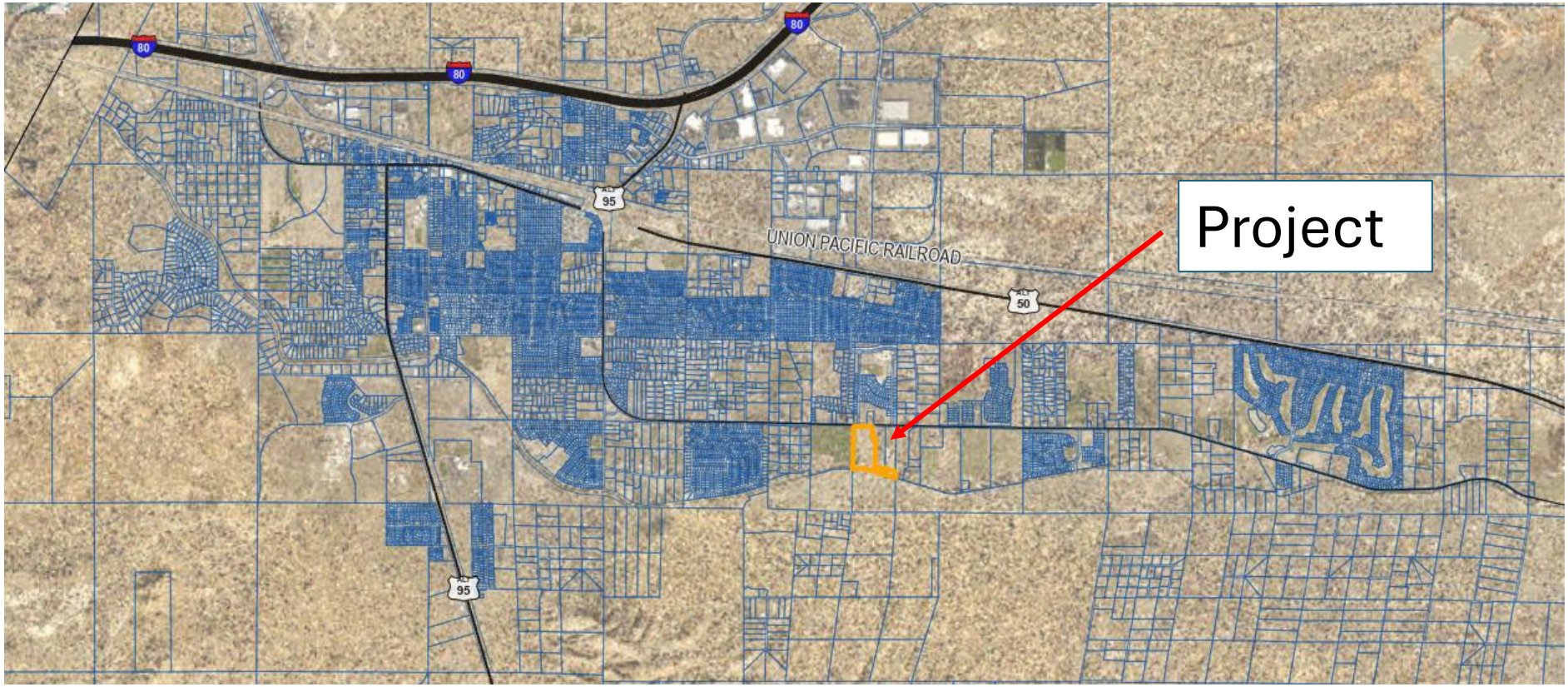
M4 NEW FERNLEY QOZB, LLC.

MAYOR'S PARK
SKETCH
PRELIMINARY DESIGN

FERNLEY LYON NEVADA

DATE:	JANUARY 2026
SCALE:	1"=200'
JOB NO.:	XXXXX.XX
FIGURE:	FIGURE 1

Vicinity Map



Fernley, NV

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 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: Consent

AGENDA ITEM:

(Possible Action) Approval of an amendment to the City's organizational chart to change the position title of Facilities Foreman to General Services Foreman.

AGENDA ITEM BRIEF:

(Possible Action) Approval of an amendment to the City's organizational chart to change the position title of Facilities Foreman to General Services Foreman.

RECOMMENDED MOTION:

Move to approve an amendment to the City's organizational chart changing the position title of Facilities Foreman to General Services Foreman.

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 the recommendation and leave the organizational chart as approved with the FY27 budget process.

BACKGROUND:

The current organizational chart incorrectly identified the General Services Foreman as Facilities Foreman. This change is being proposed to align with the current employee's job title. The proposed organizational chart amendment is limited to a change in position title. There are no changes to the position's classification, reporting relationship, compensation, authorized full-time equivalent (FTE) count, or budget associated with this request.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

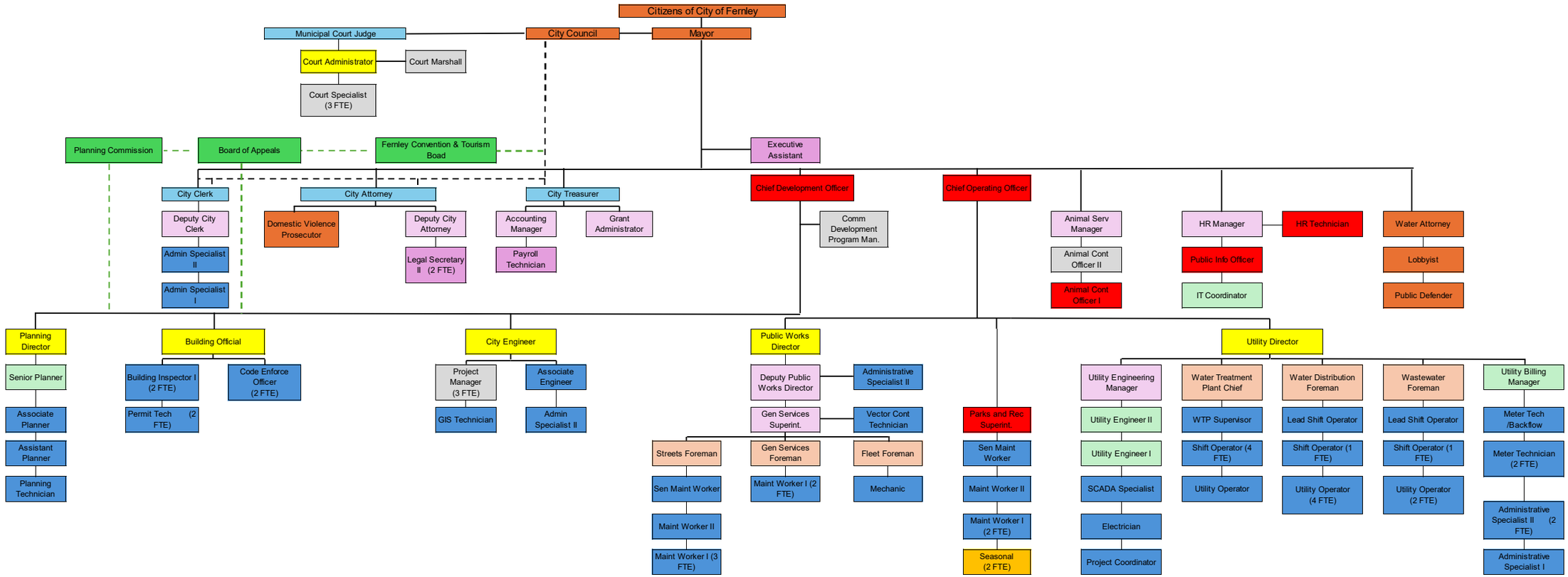
N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. New Org Chart


Citizens of City of Fernley
Municipal Court Judge
City Council
Mayor
Court Administrator
Court Marshall
Court Specialist (3 FTE)
Planning Commission
Board of Appeals
Fernley Convention & Tourism Boad
Executive Assistant
City Clerk
City Attorney
City Treasurer
Chief Development Officer
Chief Operating Officer
Animal Serv Manager
HR Manager
HR Technician
Water Attorney
Deputy City Clerk
Domestic Violence Prosecutor
Deputy City Attorney
Accounting Manager
Grant Administrator
Comm Development Program Man.
Animal Cont Officer II
Public Info Officer
Lobbyist
Admin Specialist II
Legal Secretary II (2 FTE)
Payroll Technician
Animal Cont Officer I
IT Coordinator
Public Defender
Admin Specialist I
Planning Director
Building Official
City Engineer
Public Works Director
Utility Director
Senior Planner
Building Inspector I (2 FTE)
Code Enforce Officer (2 FTE)
Project Manager (3 FTE)
Associate Engineer
Deputy Public Works Director
Administrative Specialist II
Utility Engineering Manager
Water Treatment Plant Chief
Water Distribution Foreman
Wastewater Foreman
Utility Billing Manager
Associate Planner
Permit Tech (2 FTE)
GIS Technician
Admin Specialist II
Gen Services Superint.
Vector Cont Technician
Utility Engineer II
WTP Supervisor
Lead Shift Operator
Lead Shift Operator
Meter Tech /Backflow
Assistant Planner
Streets Foreman
Gen Services Foreman
Fleet Foreman
Parks and Rec Superint.
Utility Engineer I
Shift Operator (4 FTE)
Shift Operator (1 FTE)
Shift Operator (1 FTE)
Meter Technician (2 FTE)
Planning Technician
Sen Maint Worker
Maint Worker I (2 FTE)
Mechanic
Sen Maint Worker
SCADA Specialist
Utility Operator
Utility Operator (4 FTE)
Utility Operator (2 FTE)
Maint Worker II
Maint Worker II
Electrician
Utility Operator
Administrative Specialist II (2 FTE)
Maint Worker I (3 FTE)
Maint Worker I (2 FTE)
Project Coordinator
Seasonal (2 FTE)
Administrative Specialist I

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Kim Swanson, City Clerk**

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

ACTION REQUESTED: Motion

AGENDA ITEM:

Possible Action, Presentation and adoption of Resolution 25-011, providing for the transfer of the City's 2026 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority

AGENDA ITEM BRIEF:

The Nevada Rural Housing Authority has requested that the City transfer its 2026 Bond Cap to the NRHA for the purpose of providing a means of financing the cost of single-family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income.

RECOMMENDED MOTION:

I move to approve Resolution 26-020, providing for the transfer of the City's 2026 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority

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 Volume Cap may be transferred to any other local government located within the same county for a specific project. Any portion that is transferred is subject to the provision of NAC 348A.220 in the same manner as the local population share of the local government receiving the transfer. No other agencies have requested a transfer.

BACKGROUND:

Each year, the City of Fernley transfers its unused private activity Bond Cap to Nevada Rural Housing Authority, resulting in continued success for their "Home at Last" Program.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

None

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Resolution 26-020 Private Activity Bond Volume Transfer 2026
2. Fernley Progress Report 2026

RESOLUTION NO. 26-020

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FERNLEY, NEVADA PROVIDING FOR THE TRANSFER OF THE CITY'S 2026 PRIVATE ACTIVITY BOND VOLUME CAP TO THE NEVADA RURAL HOUSING AUTHORITY; AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to the provisions of Chapter 348A of the Nevada Revised Statutes (*"NRS"*) and Chapter 348A of the Nevada Administrative Code (*"NAC"*), there has been allocated to the City of Fernley, Lyon County, Nevada (the *"City," "County" and "State,"* respectively), the amount of $1,720,229.32 in tax-exempt private activity bond volume cap for year 2026 (the *"2026 Bond Cap"*); and

WHEREAS, the Nevada Rural Housing Authority (the *"NRHA"*), has requested that the City transfer its 2026 Bond Cap to the NRHA for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income (*"Single Family Programs"*); and

WHEREAS, the City is a local government as defined by NAC 348A.070; and

WHEREAS, Section 348A.180 of the NAC provides a procedure whereby the City may, by resolution, transfer to any other local government located within the same county, all or any portion of its 2026 Bond Cap; and

WHEREAS, pursuant to NRS 315.983(1)(a), the NRHA is an instrumentality, local government and political subdivision of the State; and

WHEREAS, the NRHA is located within the County, pursuant to NRS 315.963, which defines the NRHA's area of operation as "any area of the State which is not included within the corporate limits of a city or town having a population of 150,000 or more."

NOW, THEREFORE, the City Council of the City of Fernley does hereby find, resolve, determine and order as follows:

Section 1. Recitals. The recitals set forth herein above are true and correct in all respects.

Section 2. Transfer of Private Activity Bond Volume Cap. Pursuant to NAC 348A.180, the City hereby transfers its 2026 Bond Cap in the amount of $1,720,229.32 to the NRHA for its Single Family Programs.

Section 3. Use of 2026 Bond Cap. The NRHA will use the 2026 Bond Cap for single family purposes in calendar year 2026 or carry forward any remaining amount according to the Internal Revenue Code of 1986, as amended, for such purposes.

Section 4. Representative of City. Pursuant to NAC 348A.180(1), the Director of the State of Nevada Department of Business and Industry (the "Director") may contact Kimberly Swanson, City Clerk, City of Fernley, regarding this Resolution at (775) 784-9869 or by email at cityclerk@cityoffernley.org or in writing at City of Fernley, 595 Silver Lace Blvd., Fernley, Nevada 89408.

Section 5. Additional Action. The Mayor and Clerk of the City are hereby authorized and directed to take all actions as necessary to effectuate the transfer of the 2026 Bond Cap, and carry out the duties of the City hereunder, including the execution of all certificates pertaining to the transfer as required by NAC Ch. 348A.

Section 6. Direction to the NRHA. The NRHA shall notify the Director in writing as soon as practicable of the occurrence or nonoccurrence of any term or condition that would affect the disposition of the 2026 Bond Cap.

Section 7. Representative of the NRHA. Pursuant to NAC 348A.180(3), the Director may contact Shawn Heusser, Director of Finance of the NRHA regarding this Resolution at (775) 886-7913 or by email at sheusser@nvrural.org or in writing at Nevada Rural Housing Authority, 3695 Desatoya Drive, Carson City, Nevada 89701.

Section 8. Obligation of the City. This Resolution is not to be construed as a pledge of the faith and credit of or by the City, or of any agency, instrumentality, or subdivision of the City. Nothing in this Resolution obligates or authorizes the City to issue bonds for any project or to grant approvals for a project or constitutes a representation that such bonds will be issued.

Section 9. Enforceability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution. This Resolution shall go into effect immediately upon its passage.

ADOPTED, SIGNED AND APPROVED this 8th day of August 2026.

CITY OF FERNLEY, NEVADA

By _____
Neal E. McIntyre, Mayor

ATTEST:

By _____
Kimberly Swanson, City Clerk

CERTIFICATE OF TRANSFER OF VOLUME CAP

I, Kimberly Swanson, am the duly chosen and qualified City Clerk of the City of Fernley, Nevada (the *"City"*) and in the performance of my duties as City Clerk do hereby certify to the Office of Business Finance and Planning in accordance with Section 348A.260 of the Nevada Administrative Code (*"NAC"*), that the private activity bond volume cap allocated to the City in the amount of $1,720,229.32 has been transferred as follows:

> $1,720,229.32 has been transferred pursuant to NAC 348A.180 from the City, a local government, located in Lyon County to the Nevada Rural Housing Authority, a local government, located within Lyon County for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income.

This certificate is being filed within five (5) days of the transfer being made in accordance with NAC 348.260.

CITY OF FERNLEY, NEVADA

By _____
Kimberly Swanson, City Clerk

cc: Ashley Jimenez, Nevada Rural Housing Authority

NEVADA RURAL HOUSING

Nevada Rural Housing's Mission is to promote, provide and finance affordable housing opportunities for all rural Nevadans.

June 3, 2026
Neal E. McIntyre
Mayor, City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408

Re: Request for Private Activity Bond Cap

Dear Mayor McIntyre:

Nevada Rural Housing (NRH) respectfully requests the transfer of any unused 2026 Private Activity Bond Cap (PABC) allocation available to your entity.

For many years, your partnership has helped support affordable homeownership opportunities for rural Nevada families through mortgage revenue bond financing, below-market interest rates and down payment assistance programs. In today's housing market, these tools remain critically important for working families across rural Nevada.

Enclosed is a brief Community Partnership Report highlighting the impact your support has helped make possible both statewide and within your community.

Transferring unused bond cap to NRH does not financially obligate your locality in any way. It simply allows these resources to be used to expand affordable homeownership opportunities throughout rural Nevada.

Also enclosed for your convenience:
- Draft Resolution
- Transfer Certificate

Please schedule this item for consideration at an upcoming meeting as either a consent or action item, depending on your entity's requirements.

Within five (5) days of approval, please email executed documents to ajimenez@nvrural.org and mail originals to:

Attn: Mark Pasek
Nevada Department of Business & Industry
3300 W. Sahara Ave., Suite 425
Las Vegas, NV 89102
Thank you again for your continued partnership and support of rural Nevada housing opportunities.

With Sincere Gratitude,

William L Brewer

William L. Brewer
Executive Director

Enclosures: 3 (Report, Resolution, Transfer Certificate)

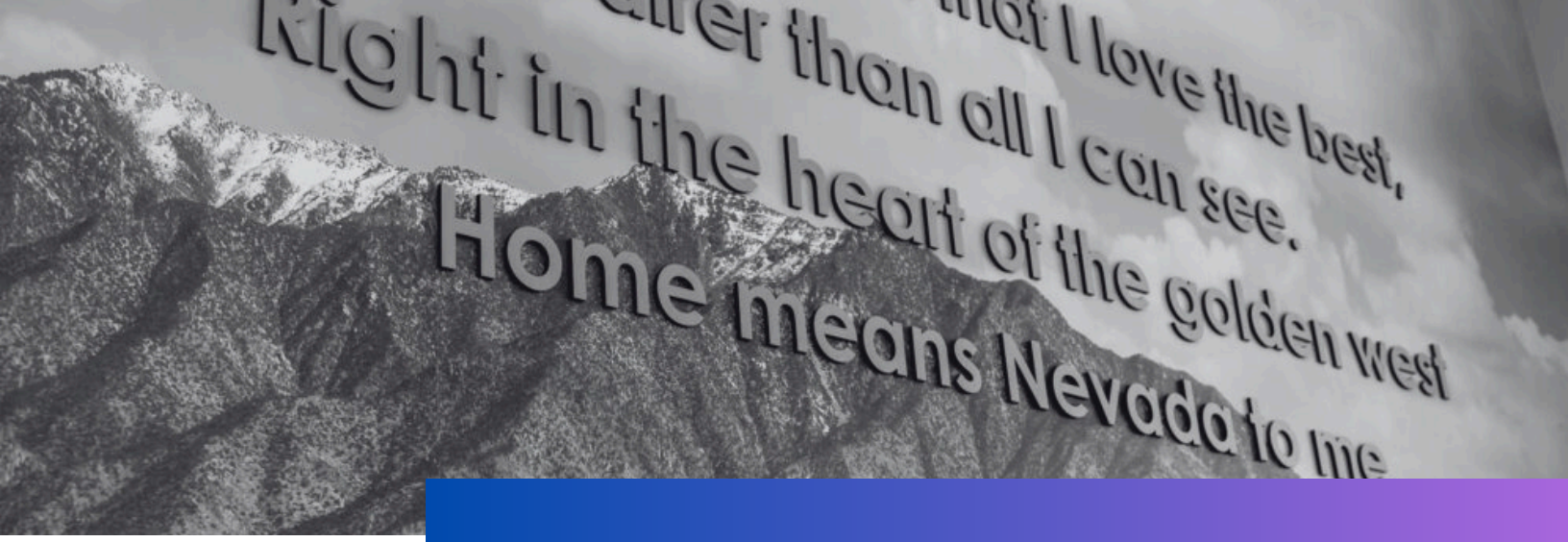
RURAL ROCKS
so does homeownership.

Rural Housing.
Real Impact.

COMMUNITY PARTNERSHIP REPORT & PRIVATE ACTIVITY BOND CAP REQUEST

CITY OF FERNLEY · 2026

NEVADA RURAL HOUSING



NEVADA RURAL HOUSING AT A GLANCE

Nevada Rural Housing was created in 1973 with a mission to promote, provide and finance affordable housing opportunities for rural Nevadans.

Today, NRH serves Nevada's 15 rural counties and the rural portions of Clark and Washoe counties — a service area spanning more than 110,000 square miles.

As Nevada's rural housing agency, NRH provides:

- Affordable homeownership programs
- Down payment assistance
- Rental assistance services
- Property development and management
- Housing education and outreach

Our work is guided by a mission-first philosophy rooted in partnership, innovation and long-term rural investment.

$2.5 BILLION
mortgages since 2006

$69 MILLION
in down payment assistance

11,000 BUYERS
assisted since 2006

$180 MILLION
invested through development

1,300
renters assisted annually

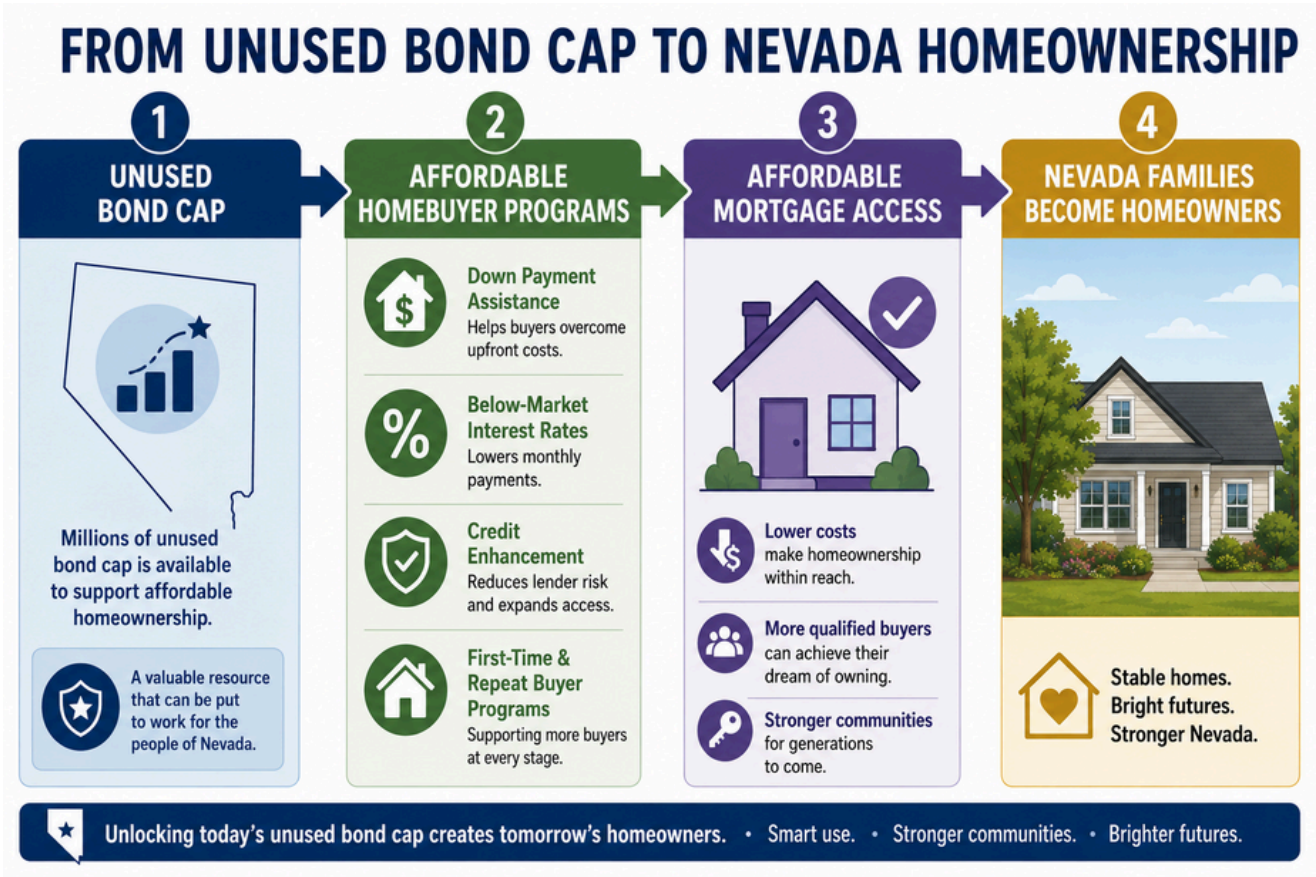
851 UNITS
developed/preserved

590+ UNITS
planned through 2027

812 DOORS
managed in 9 communities

How Local Partnership Expands Homeownership Opportunity

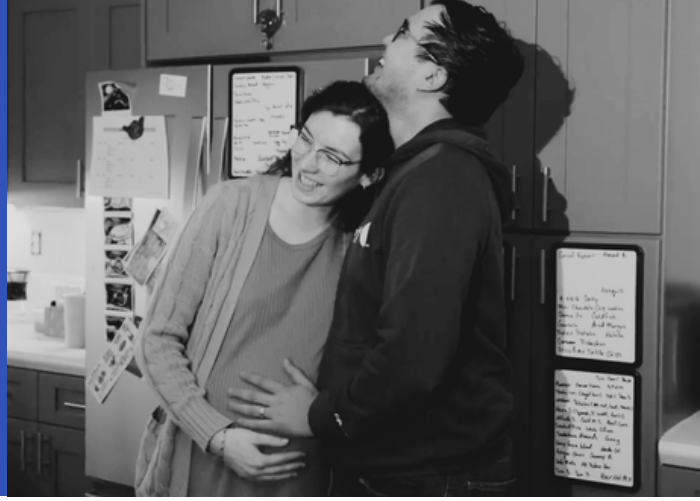
Unused Private Activity Bond Cap provides critical financing capacity for Nevada Rural Housing's affordable homeownership programs. These tools are especially important in today's housing market, where rising interest rates and home prices continue to challenge working families across rural Nevada. Your partnership helps ensure these opportunities remain available for rural homebuyers throughout the state.



While Private Activity Bond Cap directly supports homeownership financing tools, these programs also strengthen Nevada Rural Housing's broader mission of expanding housing opportunity across rural Nevada communities.

"The Launchpad Program really gave us the opportunity to find the house that we loved and we wanted – we didn't have to compromise on anything."

- The Christer Family,
Nevada Rural Homebuyers



Building Pathways to Homeownership Across Rural Nevada

For the past 20 years, Nevada Rural Housing has worked alongside local governments, community leaders, lenders, and housing partners to expand homeownership opportunities across rural Nevada. Today, that work reaches homebuyers through three distinct programs: Home At Last®, Rural Rocks®, and Launchpad®. Together, these programs help address the diverse needs of Nevada households, from first-time buyers purchasing their first home to essential workers serving their communities and families seeking affordable financing solutions in a challenging housing market.

A critical piece of that work is Private Activity Bond Cap (PABC).

PABC activates the financing tools needed to support mortgage revenue bond programs such as Launchpad, allowing Nevada Rural Housing to offer below-market interest rates and down payment assistance that help make homeownership attainable for working families. Through the continued support of Nevada's cities and counties, Launchpad 2.0 and millions of dollars in available mortgage financing remain available today for rural homebuyers.

PROGRAM IMPACT THROUGH OUR PARTNERSHIP WITH THE CITY OF FERNLEY

Since 2006:

- $189.3 million in mortgages
- 847 homebuyers assisted
- $5.1 million in down payment assistance
- $3.4 million in est. federal tax savings
- $16.8 million TOTAL in private activity bond cap transfers

This Year:

- $2.4 million in mortgages to 7 homebuyers

Your continued partnership supports homeownership opportunity for rural Nevada families.

LAUNCHPAD
Homeownership Program by Nevada Rural Housing

RURAL ROCKS $20K

HOME AT LAST™
BY NEVADA RURAL HOUSING

Real Families. Real Opportunity.

HOMEOWNERSHIP IN HER OWN WORDS

For Gabby, homeownership meant more than purchasing a house. It meant creating stability for her family, reducing her daily commute, and putting down roots in a community she loves.

As a single mother of two boys, Gabby was looking for a home that would bring her closer to work, family, and friends while providing a place where her children could thrive. Through Nevada Rural Housing's Home At Last® program, she was able to achieve that goal.

Gabby describes the process as straightforward and accessible. The program was easy to find, easy to use, and did not add time to her home purchase. Today, she and her sons are enjoying the benefits of homeownership and the sense of belonging that comes with being part of a community they are proud to call home.

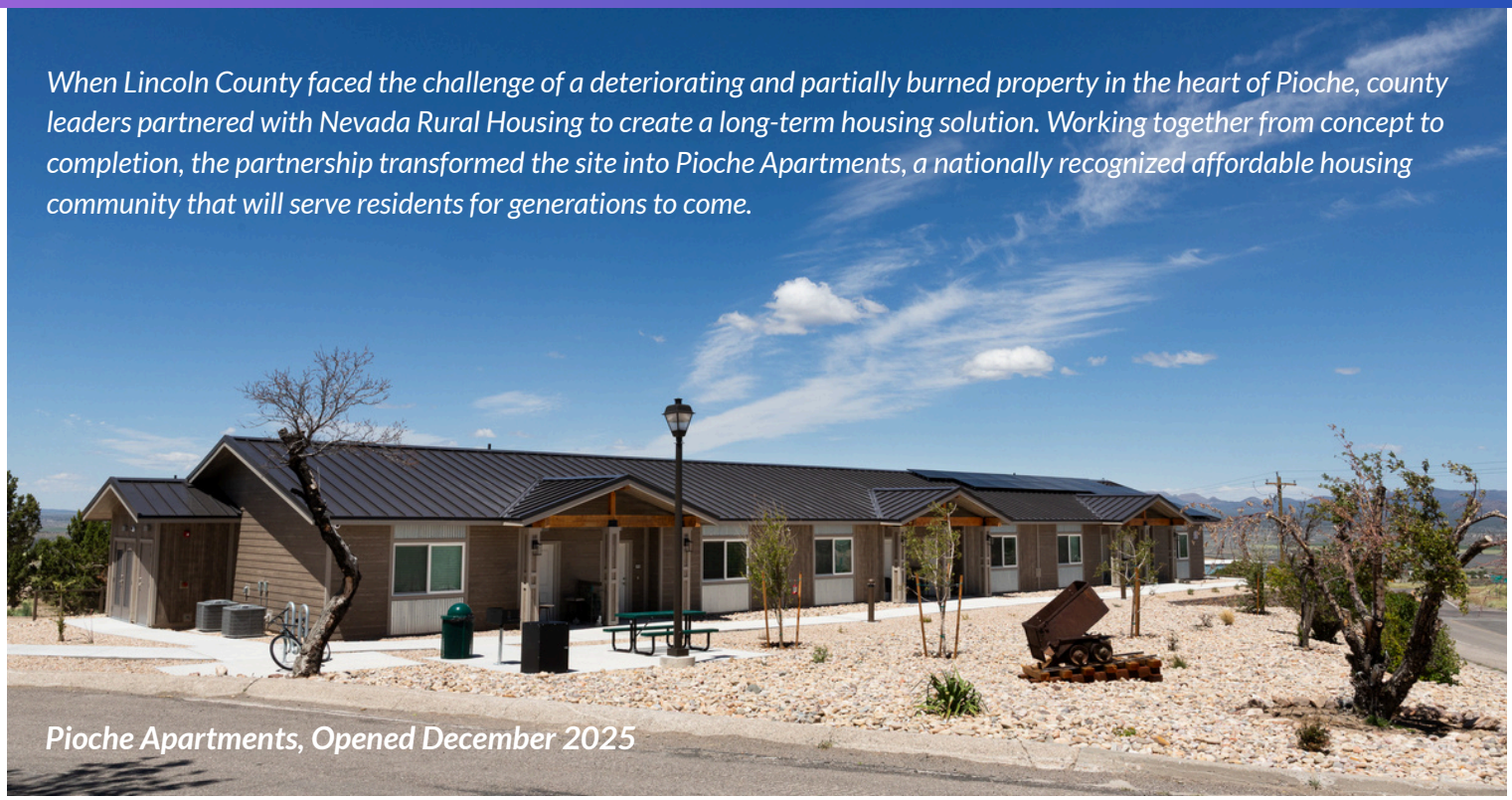
Her story reflects the impact Nevada Rural Housing's programs continue to have for families across rural Nevada.

“I was shocked with how fast the process went, from making the offer to getting my keys, it took 30 days. The process was easy and it was convenient. This was truly the perfect fit for me because we didn’t have to sacrifice on anything.”
- Gabby, Nevada Rural Homeowner

BEYOND HOMEOWNERSHIP

Building Stronger Rural Communities Through Partnership

When Lincoln County faced the challenge of a deteriorating and partially burned property in the heart of Pioche, county leaders partnered with Nevada Rural Housing to create a long-term housing solution. Working together from concept to completion, the partnership transformed the site into Pioche Apartments, a nationally recognized affordable housing community that will serve residents for generations to come.



Pioche Apartments, Opened December 2025

WHAT PARTNERSHIP CAN BUILD

Housing challenges look different in every community, but lasting solutions often begin the same way: through partnership.

By combining local leadership, community vision, and housing expertise, communities can create solutions that strengthen neighborhoods, expand housing opportunity, and invest in the future.

Pioche Apartments is one example of what that partnership can achieve.

PROJECT HIGHLIGHTS

- 32 Affordable Housing Units
- Redevelopment of a Blighted Property
- Solar Integration
- Fiber Internet Connectivity
- Owner-Paid Utilities
- 25 Voucher-Supported Households
- HOME Award of Excellence Recipient

GROWING IMPACT ACROSS NEVADA

Over the past 50 years, Nevada Rural Housing has developed or preserved more than 800 affordable housing units throughout rural Nevada.

Today, nearly 600 additional units are planned or in development, reflecting growing housing demand, stronger partnerships, and continued investment in rural communities across the state. Many of these projects began with conversations between local leaders and Nevada Rural Housing about community housing needs and opportunities.

Rural Housing Impact by the Numbers

- 50+ Years Serving Rural Nevada
- 851 Units Developed or Preserved
- **590+ Units Planned or In Development**
- **Nationally Recognized Housing Initiatives**
- **Partnerships Across Rural Nevada**

Partnership Starts Locally

Strong housing outcomes don't happen by accident. They happen when communities, leaders, and housing partners work together to connect residents with opportunities and identify solutions that meet local needs.

Nevada Rural Housing invests heavily in outreach, education, and community engagement throughout rural Nevada, but local partnerships help ensure those resources reach the people who need them most.

Whether supporting homeownership outreach, connecting residents with housing resources, or exploring long-term housing solutions, partnership remains one of the most effective tools for expanding housing opportunity.

PARTNERSHIP OPPORTUNITIES

- Community events and presentations
- Employer outreach initiatives
- Housing resource fairs
- Chamber and economic development events
- Housing needs discussions
- Development and redevelopment opportunities
- Community-specific marketing campaigns

TO SUPPORT THESE EFFORTS, NRH PROVIDES:

- Community-specific flyers and outreach materials
- Rural Rocks® promotional materials
- Event participation and presentation support
- QR code and digital engagement tools
- Social media graphics and content
- Homebuyer education resources

REACHING RURAL NEVADANS WHERE THEY ARE

Nevada Rural Housing promotes housing opportunities across its 110,000-square-mile service area through:

- Paid digital advertising
- Social media campaigns
- Google Search and display advertising
- Radio and streaming audio advertising
- Community events and presentations
- Earned media and public relations efforts
- Partnerships with lenders, Realtors®, employers, and local organizations

THE TEAM

When more families can find affordable rental units or purchase a home of their own, we all benefit through stronger, more stable and economically vital communities. We know we have an important (and sometimes difficult) mission. We push the limits because rural Nevadans and we, ourselves, expect great things. The Nevada Rural Housing team is comprised of employees, commissioners, vendors and partners – all on the mission to promote, provide and finance affordable housing opportunities for all rural Nevadans.

Specific to our homeownership programs, NRH has a powerhouse crew at the ready, including members with a variety of backgrounds and experience. From housing to transportation, finance to government, this group has the chops and heart to get the job done ... and is supported by one of the best Board of Commissioners on the planet (if we do say so ourselves).

Bill Brewer
Executive Director

Bill's first job in the housing business was almost 40 years ago when he began working for the Farmers Home Administration (FmHA). In 1994, he became the first Housing Program Director for the new Nevada State Office of FmHA, which subsequently became the state office of the United States Department of Agriculture (USDA) Rural Development. During his tenure as Program Director at USDA, Bill was responsible for the investment of more than $1 billion in rural Nevada, assisting hundreds of families with their dream of homeownership and providing decent, safe, and affordable rental housing to seniors and families throughout rural Nevada.

Katie Coleman
Communications Director/
Homeownership Programs Co-Lead

Katie brings a blend of private and public agency experience to NRH. She has a wide portfolio of organizational experience ranging from small tech startups to government agencies, publicly traded corporations and highly regulated industries. With her experience comes a passion she shares with NRH's team and its partners: connecting Nevadans with the tools and resources they need to live happy, healthy and safe lives. Her areas of expertise include: Strategic Communications Planning, Cross-Channel Marketing, Data-Fueled Brand Development, Corporate and Executive Communications, Integrated Public Relations and Content Marketing and Community Outreach Strategies.

Kevin Hickey
Homeownership Programs
Manager/ Co-Lead

Plucked from the sky (after he retired from the airline industry after 25 years in the biz) and pulled into rural Nevada housing, Kevin joined the Homeownership Programs crew to provide lender, real estate agent and homebuyer support. Kevin is a people person first who thrives on connection and relationships, which made him a perfect fit for the role. He has since expanded his responsibilities and now manages NRH's homeownership programs, helping the team dream up the next big thing that will help rural Nevadans realize their dreams of becoming homeowners. Kevin earned his master's degree from the University of Nevada, Las Vegas in Crisis and Emergency Management, and is a fifth-generation Nevadan born and raised in Gardnerville.

Shawn Heusser
Finance Director/
Homeownership Programs Co-Lead

In his role as Director of Finance, Shawn is responsible to help ensure NRH is a good steward of available funding to carry out our mission to promote, provide, and finance affordable housing for all rural Nevadans. With an extensive background in the public sector, he brings his comprehensive insight in not only financial management practices, but overseeing programs that serve his community. From his 18 years as the Deputy Legislative Auditor at the Nevada Legislative Counsel Bureau and four years as the Director of Finance and Facilities/Business Services at Lyon County School District, he has implemented and managed programs and his staff through rigorous and comprehensive analysis of laws, regulations, program operations, budgets and other operational data.

THE TEAM

Chris Mora
Digital Communications Manager

Chris is considered the guy who can do anything at NRH – ask anyone! Chris manages the shop's digital marketing efforts to help promote our brand, programs, initiatives … and then a whole lot more. "Think up stuff and try to do it." That's what he says he does. We think, "Move mountains" is more like it. Before joining the agency, Chris owned Destinations Consulting Group, LLC, which, in partnership with South Korea's National Tourism Organization, developed communications strategies to brand South Korea as a luxury travel destination within the U.S. and Latin America. One who truly understands the feeling of home (and how to communicate it to others), Chris sees his home as a place to "season" with family memories and traditions. A true master.

Shelby deBraga
Digital Communications Specialist

If Shelby weren't busy delivering NRH's mission through creative digital storytelling, she might be scooping up every animal she could for her dream animal sanctuary! An animal lover, rural Nevada lover and all-around people lover, Shelby brings a vibrancy, creativity and dedication to the Communications team that elevates our work to wonderful places. Prior to NRH, she worked as Marketing Manager at Kaia FIT Sierra. For Shelby, 'home' means catching the sunsets cozy'd up on the couch with her loved ones – her husband, daughter, son and fur babies.

Raychel Roylance
Digital Communications Coordinator

When Raychel isn't tackling data projects, she's helping drive efficiency and innovation across NRH through technology and process automation. A former NRH intern and now an all-around rockstar on the team, she leverages her expertise in information systems and workflow optimization to support the organization's mission. She brings her penchant for digital technology along with her creativity and style to help get the word out to homebuyers across rural Nevada about the various opportunities for homeownership.

NEVADA RURAL HOUSING BOARD OF COMMISSIONERS

JONI EASTLEY
COMMISSIONER

MIKE GILES
COMMISSIONER

ROGER MANCEBO
VICE CHAIR

ROSE COOK
CHAIR

ZETHKA FOUNTAS
RESIDENT COMMISSIONER

SEE THE MISSION IN ACTION

VISIT US AT NVRURAL.ORG

EQUAL HOUSING OPPORTUNITY

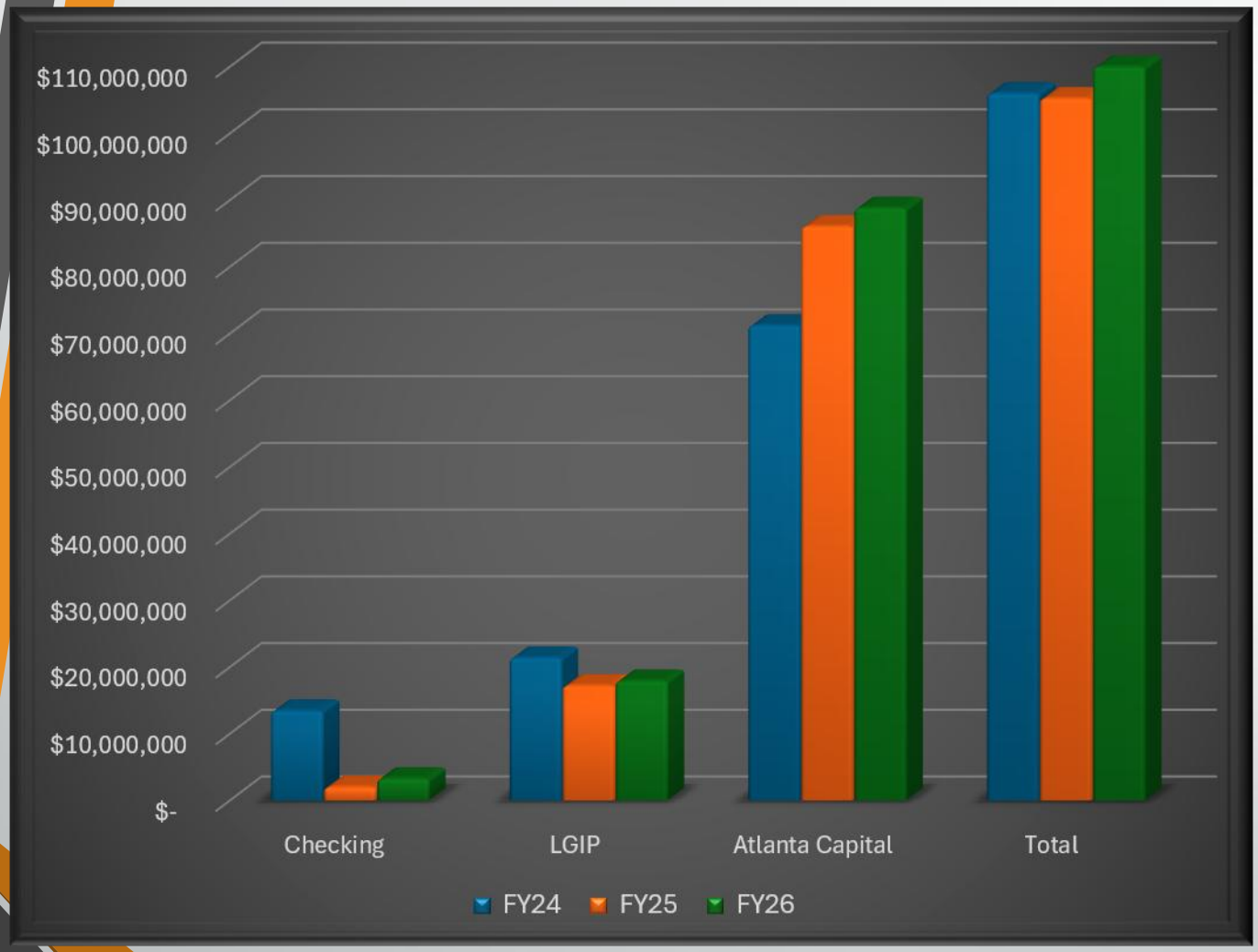
THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

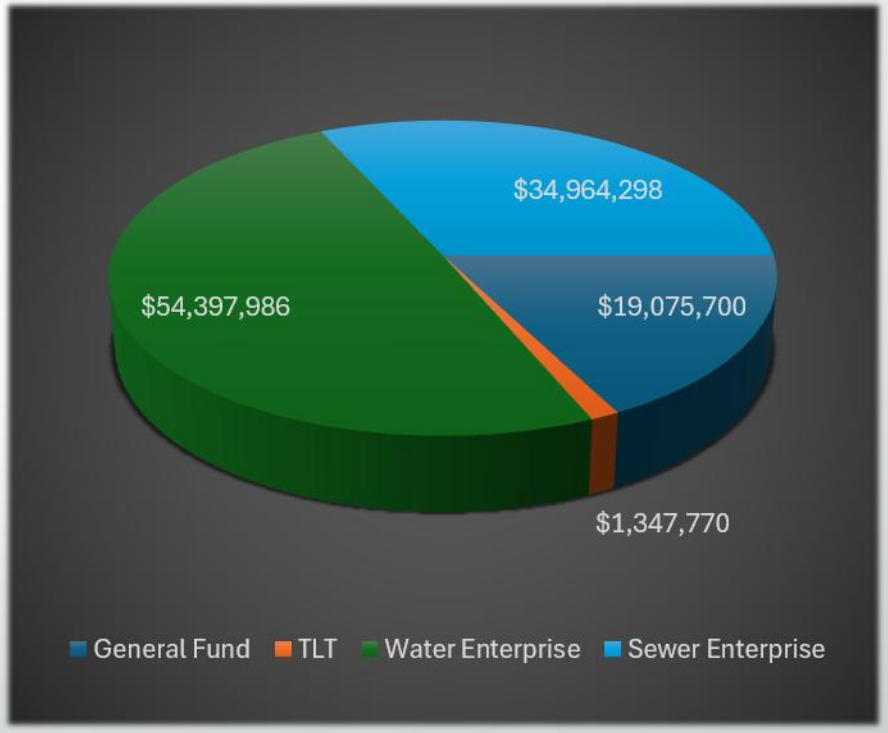
NRH
NEVADA RURAL HOUSING

CITY OF FERNLEY

Quarterly Financial Presentation June 30, 2026 (Unaudited)

Cash & Investment Breakdown





Budget vs Actual - General Fund Revenues
As of 6/30/26

	FY2026 Budget	FY2026 Actuals	Percent of Budget	Category Percent
Taxes	$ 6,062,007	$ 5,920,094	97.66%	49.06%
Licenses and Permits	5,091,000	4,185,541	82.21%	34.69%
Intergovernmental	910,562	909,199	99.85%	7.53%
Fines and Forfeitures	123,700	280,743	226.95%	2.33%
Interest Earnings	101,500	626,186	616.93%	5.19%
Miscellaneous Revenue	97,500	120,538	123.63%	1.00%
Indirect Costs	818,022	-	0.00%	0.00%
Sale of Assets	-	24,432		0.20%
Total Less RTC	13,204,291	12,066,732	91.38%	
RTC Reimbursable	7,500,000	352,094	4.69%	2.84%
Total General Fund Revenues	$ 20,704,291	$ 12,418,826	59.98%	

Budget vs Actual - General Fund by Category
As of 6/30/26

	FY2026 Budget	FY2026 Actuals	Percent of Budget	Category Percent
Salaries	$ 4,638,945	$ 4,002,524	86.28%	33.59%
Benefits	2,182,993	1,817,321	83.25%	15.25%
Outside Services	5,401,233	3,593,474	66.53%	30.16%
Supplies	1,134,800	921,180	81.18%	7.73%
Capital Outlay	3,726,000	1,579,626	42.39%	13.26%
Expenditures Less RTC	17,083,971	11,914,125	69.74%	
RTC Reimbursable	7,500,000	447,419	5.97%	3.76%
Contingency	730,952	-		
Total General Fund Expenditures	$ 25,314,923	$ 12,361,544	48.83%	

Fund Balance

	FY2026 Budget	FY2026 Actuals
Net Change In Fund Balance	(4,610,632)	57,282
Beginning Fund Balance	15,363,871	17,636,790
Ending Fund Balance	10,753,239	17,694,072

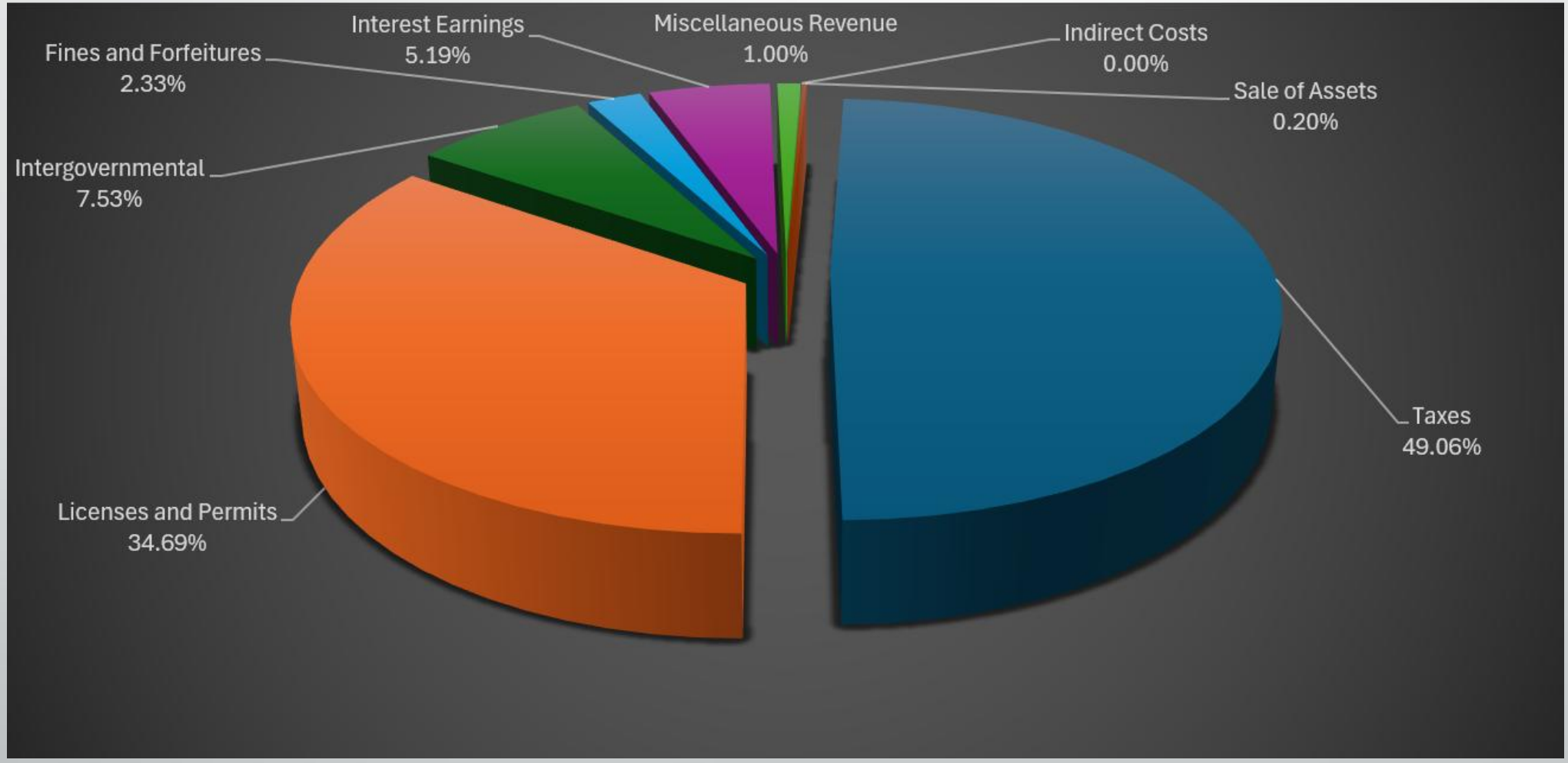
Budget vs Actual – General Fund By Department
As of 6/30/26

	FY2026 Budget	FY2026 Actuals	Percent of Budget
Mayor & City Council	$ 287,207	$ 221,225	77.03%
Office of the City Manager	930,078	915,563	98.44%
Office of the City Attorney	782,047	722,637	92.40%
Office of the City Treasurer	365,074	348,656	95.50%
Office of the City Clerk	418,202	363,987	87.04%
General Services - Facilities	2,177,349	1,121,103	51.49%
Information Technology	884,234	697,172	78.84%
Human Resources	163,090	139,790	85.71%
Municipal Court	782,644	717,899	91.73%
Streets and Storm Drains	2,887,300	2,030,362	70.32%
Fleet	233,083	239,317	102.67%
Animal Control	479,498	332,794	69.40%
Vector Control	251,683	234,595	93.21%
Office of the City Engineer	1,057,258	805,316	76.17%
General Services - Parks	2,033,464	902,501	44.38%
Cemetery	218,900	87,469	39.96%
Building and Safety	638,796	623,461	97.60%
Planning & Community Devel	2,017,458	1,135,158	56.27%
Code Enforcement	476,606	275,119	57.72%
Expenditures Less RTC	17,083,971	11,914,125	69.74%
RTC Reimbursable	7,500,000	447,419	5.97%
Contingency	730,952	-	0.00%
Total General Fund Expenditures	$ 25,314,923	$ 12,361,544	48.83%

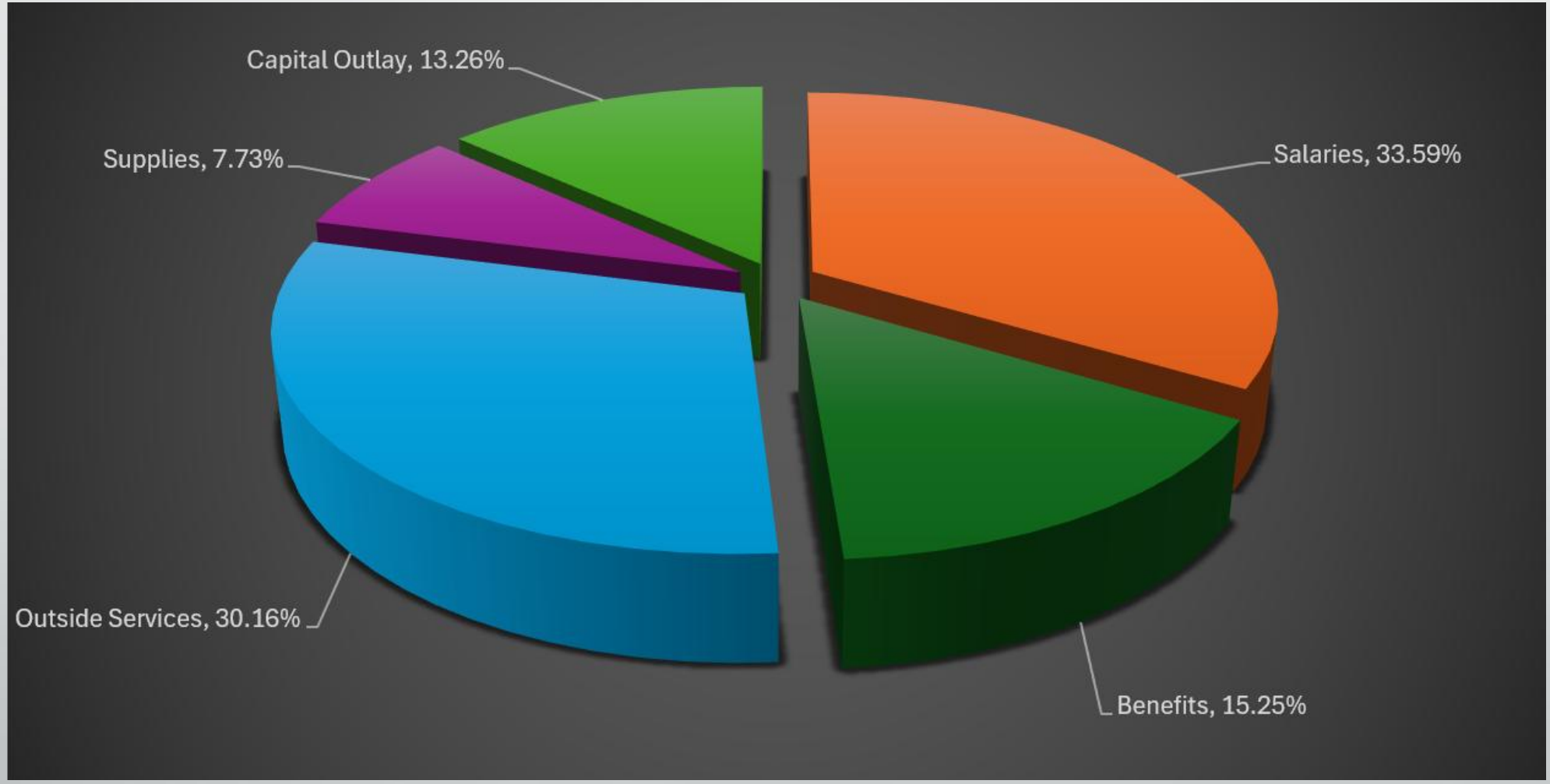
General Fund Major Savings
As of 6/30/26

Outside Services			
Facilities	FY26 Budget	FY26 Actuals	Savings
Prof Sevices - Engineering	160,000	15,449	144,551
Streets & Storm Drains			
Prof Sevices - Engineering	650,000	244,783	405,217
Planning			
Prof Sevices - Other	1,250,000	457,147	792,853
Savings			1,342,621
Capital Outlay			
Facilities			
Buildings	1,000,000	338,038	661,962
(CRRC)			
Streets			
Improvements Other than Buildings	540,000	139,537	400,463
(Farm District Rd Bike Path)			
Parks			
Improvements Other than Buildings	920,000	18,804	901,196
(In Town Park Improvements)			
Savings			1,963,621

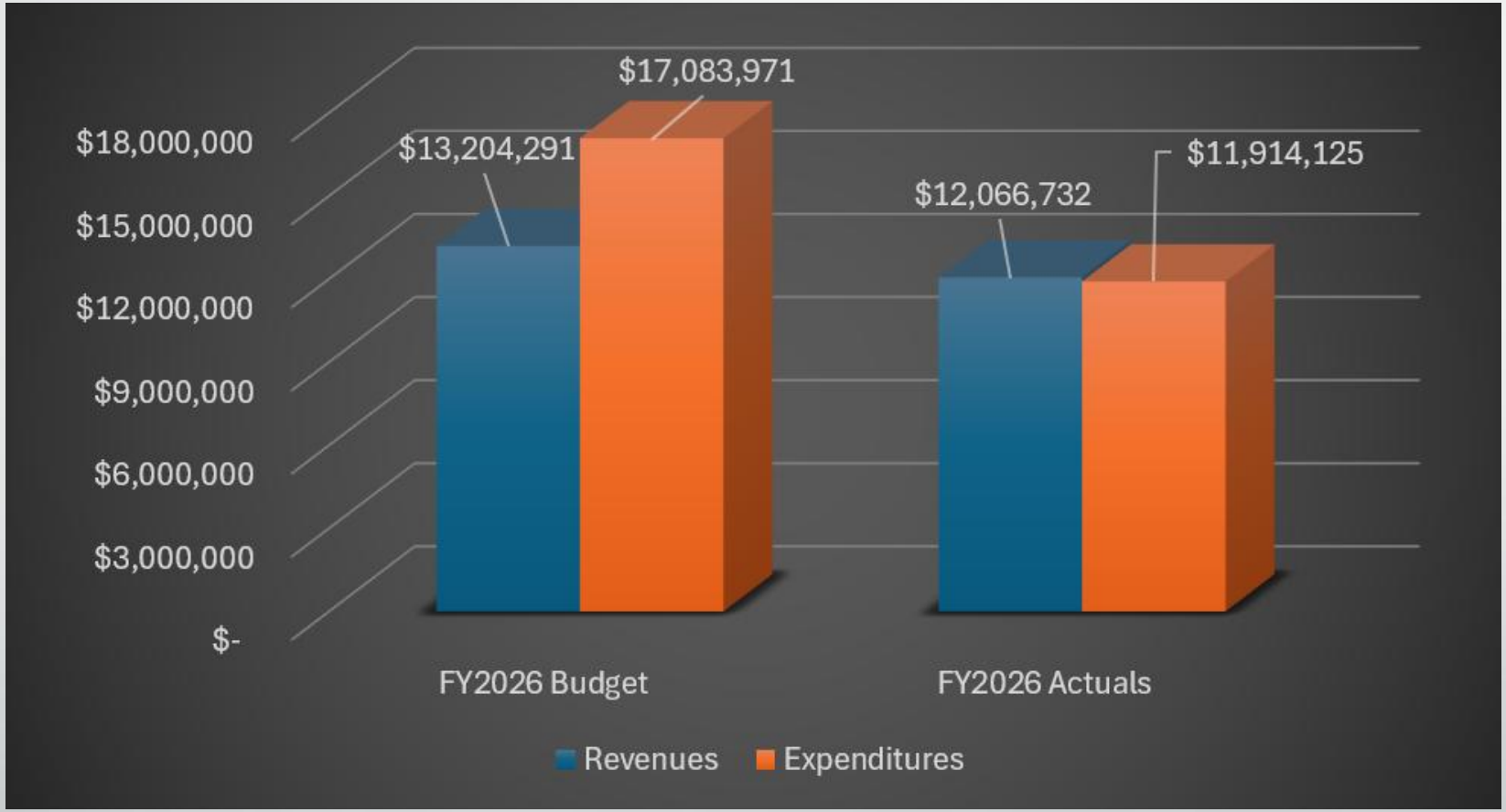
Revenue Source as a Percent of Total Revenue
As of 6/30/26



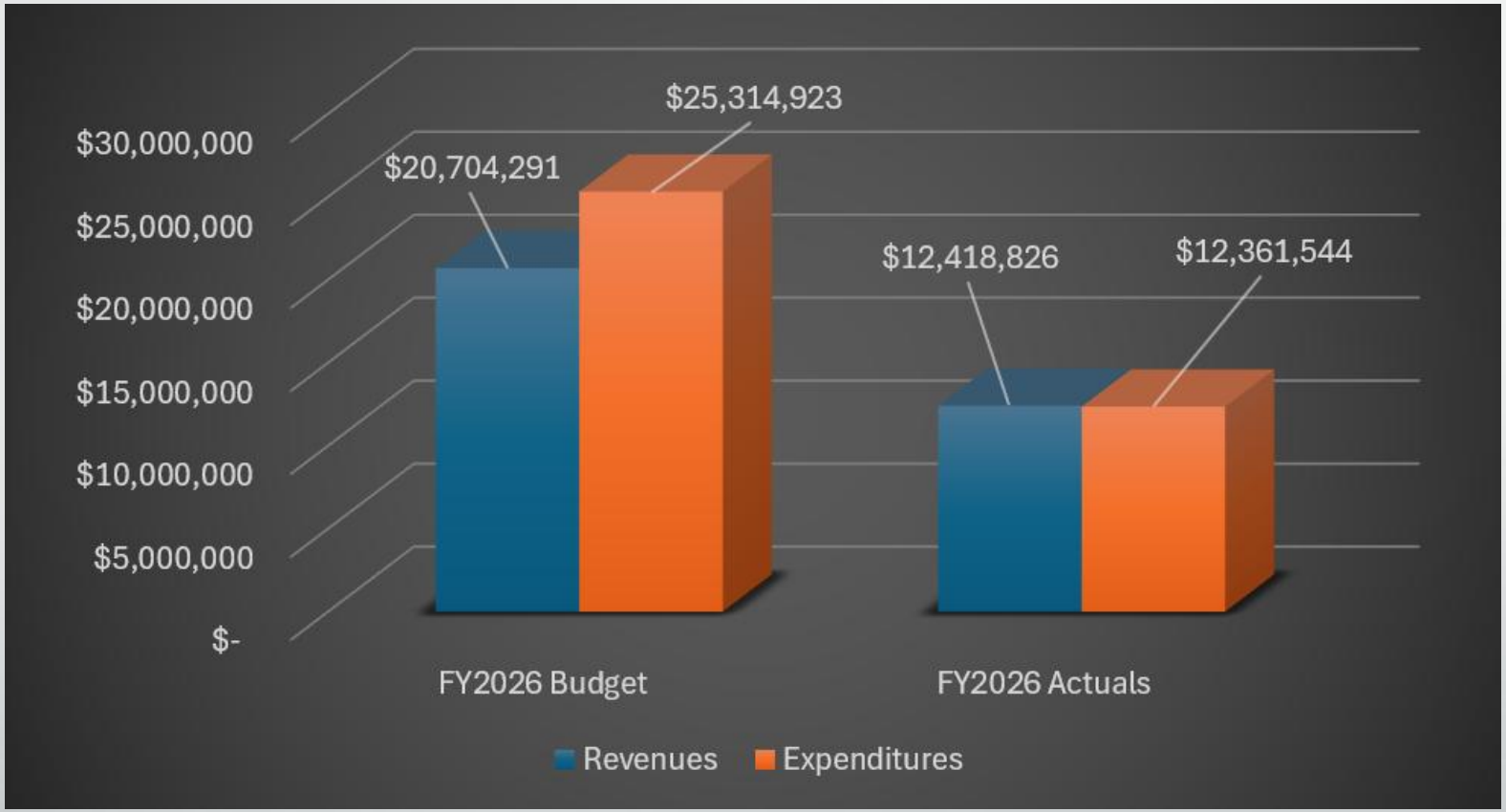
Expenditure Source as Percent of Total Expenditures
As of 6/30/26



Budget vs Actual – General Fund Less RTC
As of 6/30/26



Budget vs Actual – General Fund With RTC
As of 6/30/26



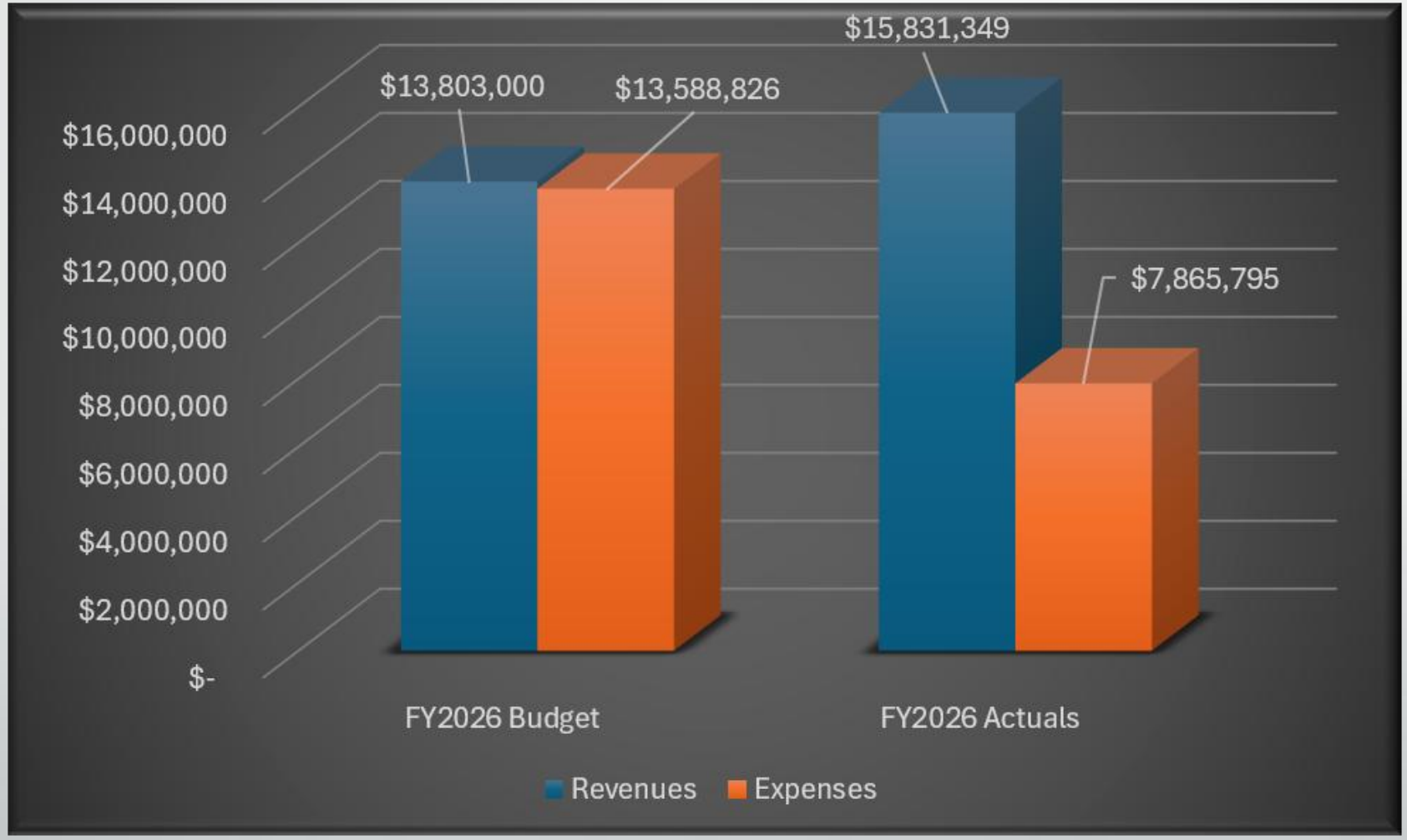
Budget vs Actual

As of 6/30/26

Water Enterprise Fund	FY2026 Budget	FY2026 Actuals	FY2026 Remaining Budget
Revenues			
Operating Revenue	$ 12,050,000	$ 12,586,935	$ (536,935)
Non-Operating Revenue	153,000	1,853,951	(1,700,951)
Capital Contributions	1,600,000	1,390,463	209,537
Total Revenue	13,803,000	15,831,349	(2,028,349)
Expenses			
WD Non-Operating Expense	1,663,718	1,663,718	-
WD Operating Expense	9,474,666	3,603,155	5,871,511
WTP Operating Expense	2,450,442	2,598,922	(148,480)
Total Expenses	13,588,826	7,865,795	5,723,031
Increase (Decrease) Net Position	$ 214,174	$ 7,965,554	$ 7,751,380

***Capital Asset Depreciation has not been posted**
***Pension & OPEB Adjustments have not been posted**

Budget vs Actual
As of 6/30/26

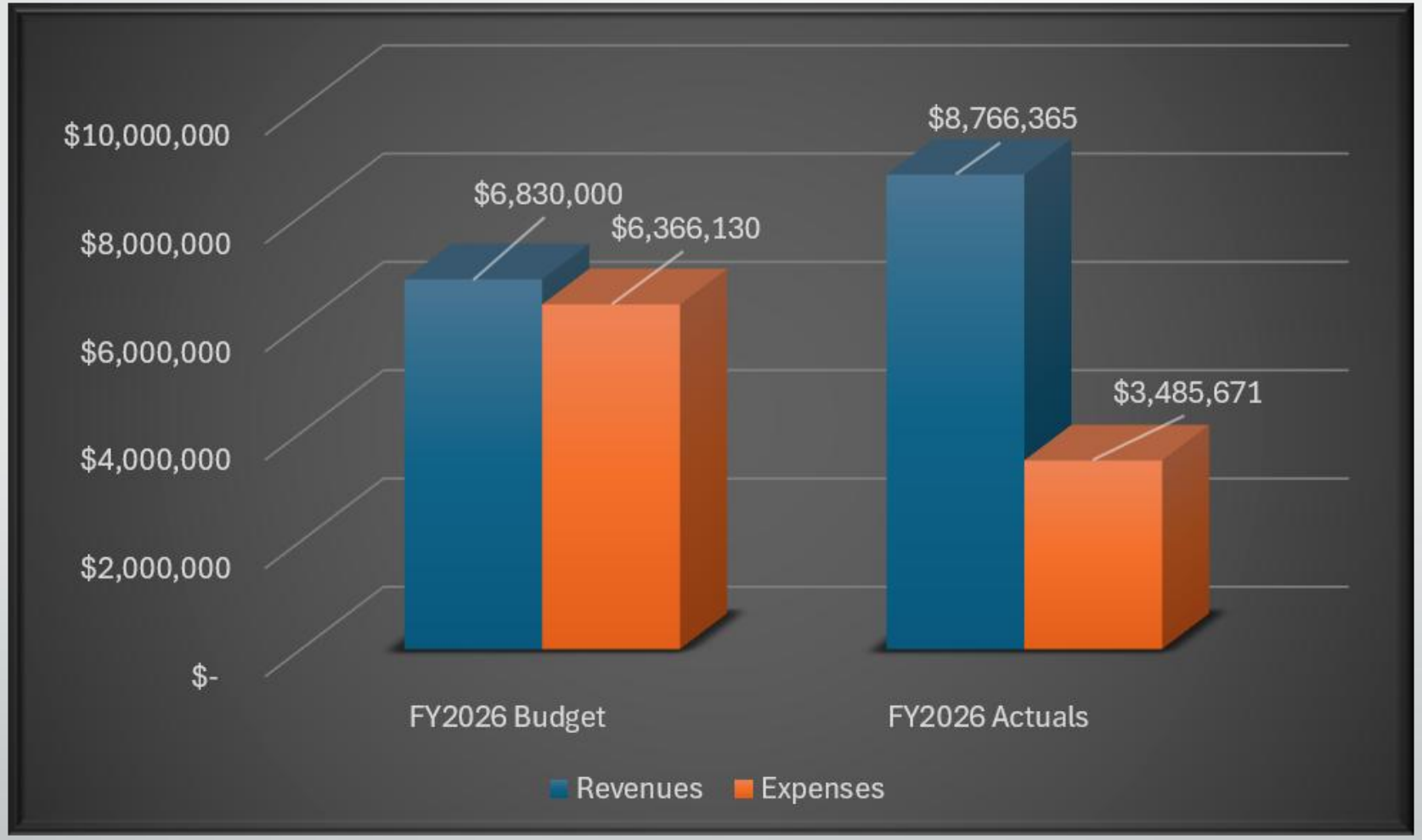


Budget vs Actual
As of 6/30/26

Sewer Enterprise Fund	FY2026 Budget	FY2026 Actuals	FY2025 Remaining Budget
Revenues			
Operating Revenue	$ 5,265,000	$ 5,881,693	$ (616,693)
Non-Operating Revenue	65,000	1,153,512	(1,088,512)
Capital Contributions	1,500,000	1,731,160	(231,160)
Total Revenue	6,830,000	8,766,365	(1,936,365)
Expenses			
Non-Operating Expense	131,505	131,505	-
Operating Expense	6,234,625	3,354,166	2,880,459
Total Expenses	6,366,130	3,485,671	2,880,459
Increase (Decrease) Net Position	$ 463,870	$ 5,280,694	$ 4,816,824

***Capital Asset Depreciation has not been posted**
***Pension & OPEB Adjustments have not been posted**

Budget vs Actual
As of 6/30/26



CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 5, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Lisa Warner**

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

ACTION REQUESTED: Ordinance

AGENDA ITEM:

(For Possible Action) Introduction and First Reading of Bill #390 (CA26002), an Ordinance to amend Section 32.02.030 and Section 32.03.050 of the Fernley Development Code to add a definition for a Minor Conditional Use Permit and to add a Minor Conditional Use Permit as an entitlement process.

AGENDA ITEM BRIEF:

The current Conditional Use Permit process is written in such a way that focuses on the development of a vacant parcel. This includes full Engineering review and the costs associated with that. Planning Staff has created a Minor Conditional Use Permit that is more focused on simple changes of use within an existing building. This process would be easier and less expensive than the traditional CUP, which would help smaller businesses find locations within the City of Fernley.

RECOMMENDED MOTION:

None

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Though no motion is required, City Council may request changes to the Bill as put forth, request staff provide specific information, or make any other motion consistent with Fernley City Council Rules of Procedure.

BACKGROUND:

Staff is proposing a Minor Conditional Use Permit application which will be used in instances where a Conditional Use Permit would normally be required. However, if there is no new construction proposed, thus eliminating Engineering review, a Minor Conditional Use Permit could be used to establish a proposed use.

In order to assist small business owners and to facilitate the development of areas such as downtown, staff developed a Waiver application process to relax development standards required for an intensification of use, such as landscaping, parking spaces, and curb, gutter, and sidewalk in the downtown area. To further assist small business owners and continue to facilitate development of areas such as downtown, staff has determined that the Minor Conditional Use Permit is the appropriate additional mechanism to relax use standards.

The cost of the Conditional Use Permit can be cost-prohibitive for most small business owners who desire to establish businesses in the downtown area. The required improvements due to the intensification of use can be cost-prohibitive as well.

The fee for a Conditional Use Permit is currently $6,404 and the cost of the Minor Conditional Use Permit is proposed to be reduced to $2,580.

Establishing a Minor Conditional Use Permit will give small business owners a mechanism, in addition to the Waiver application process, to start businesses in areas such as downtown at a reduced cost.

The minor conditional use permit will be in lieu of a conditional use permit if a project meets all the following criteria:

- The proposed land use requires a conditional use permit pursuant to Section 32.06.150;
- The project involves no new construction or only minimal exterior modification; and
- The project does not require engineering review as a prerequisite to the issuance of a building permit.

The Administrator shall determine eligibility for the minor conditional use permit procedure on a project-by-project basis.

The Minor Conditional Use Permit application will be reviewed by the Planning Commission. City Council will make the final decision if the Planning Commission's decision is appealed.

FINDINGS:

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

- The proposed conditional use will be in compliance with the master plan;
- The conditional use will be compatible with the existing or permitted uses of adjacent properties; and
- The minor conditional use permit's impacts have been conditioned to address identified impacts.

The Planning Commission voted 6 to 0 at the July 8, 2026, Planning Commission meeting to recommend City

Council approve this Code Amendment as presented by staff.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Fernley Development Code Section 32.02.030 - Definitions
Fernley Development Code Section 32.03.050 - Entitlements

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Original
2. Revision #7_LW
3. Final Blackline_Final
4. Bill #390 v1

Sec. 32.03.050. - Entitlements.

(d~~b~~) ~~*Minor c*~~*Conditional use permit.*

Purpose: The minor conditional use permit procedure provides a mechanism for the City to evaluate proposed land uses that have unique or widely varying operating characteristics or unusual features. This procedure is intended to ensure compatibility with surrounding areas and that adequate mitigation is provided for anticipated impacts. ~~This subsection promotes the public health, safety and general welfare by providing for special safeguards in the location and design of certain uses in certain zoning districts, and by allowing for minor adjustments in the impact of some regulations as specifically provided elsewhere in this title.~~

(1) *Applicability.*

a. Approval of a minor conditional use permit according to the procedures and criteria in this section is required for the following uses and activities, unless exempted under subsection (2).~~This subsection applies to:~~

1. Use Table and Use Regulations

All principal, accessory, and temporary uses listed or referenced in Section 32.06.150 – Unlisted uses and use table, as requiring a minor conditional use permit or additional standards that require a minor conditional use permit.

~~Any use designated as a conditional use in the use table (chapter 32.06); or~~

2. Specified Development Applications

All land uses and development activities expressly made subject to a minor conditional use permit under this Title. ~~Any other situation where this title requires conditional use approval.~~

~~b. This section does not authorize a use variance, or a deviation based on hardship or difficulty. However, an applicant may combine a request for a variance with a conditional use permit, and the city may process both applications concurrently.~~

~~c. A conditional use permit application may be processed concurrent with a zoning map amendment (rezoning) application.~~

~~d. Multiple applications submitted for a single development project may be processed concurrently to allow for an expedited review and processing schedule for a project. The time frame and approval process for a consolidated application shall follow the~~

~~longest time frame and approval process required from among the multiple applications. For example, multiple applications for zoning map amendment and conditional use permit may be processed concurrently, in which case both applications would be considered based on the more extensive zoning map amendment procedure, and the city council would be the final decision body on both applications unless otherwise provided by law.~~

(2) Exemptions

No minor conditional use permit shall be required for:

a. Accessory Structures

Accessory structures with combined floor areas no larger than 1,000 square feet on each parcel.

b. Additions to Nonresidential Facilities

A structure addition to nonresidential facilities that would require a minor conditional use permit are exempt if the following conditions are met:

1. The addition does not exceed 20 percent of the size of the original development or 20,000 square feet in size, whichever is smaller.
2. The construction of the proposed addition will not materially alter the original minor conditional use permit in that no new use is involved in the addition that would itself require a minor conditional use permit, no potentially deleterious aspect of the development will be increased, the proposed addition will not have significant impacts on neighboring properties, the size of the property has not been increased, and the proposed addition will continue to comply with all conditions of the minor conditional use permit.
3. The exemption provided in this paragraph may be used only once per property.

c. Mixed-Use Districts

Projects that meet the standards of the Section 32.06.090 – Mixed Use.

(2) *Initiation.* The applicant files an application for a minor conditional use permit with the administrator.

(3) *Completeness.* See section 32.03.030

~~(4) *Notice.* See NRS 278.315 and chapter 32.03.~~

(45) *Decision.*

a. For purposes of this section, the approving agency for a minor conditional use permit is:

1. The Administratorplanning commission; or

2. The Planning Commission city council if the Administrator's planning commission's decision is appealed.

b. The planning commission will hold a public hearing within 65 days after the application is filed, unless a longer time or a different process of review is provided in a development agreement (see NRS 278.0201).

bc. The Administratorplanning commission shall:

1. Approve the minor conditional use permit; or

2. Approve the minor conditional use permit with conditions; or

3. Deny the minor conditional use permit, within 30 days of receiving the completed application in accordance with Section 32.03.050(b)(6)(a-e).with or without prejudice;

d. The approving agency may impose conditions on the conditional use permit to safeguard the public health, safety, morals and general welfare. The conditions may address, but are not limited to, compatibility, site design, architecture, landscaping, building materials, access, internal circulation, lighting, signage, parking, operation of the use, the mitigation of potential impacts, and any other criteria permitted by state law.

e. An application may be tabled or continued so long as a new public hearing is held within 65 days after the application is heard, unless a longer time or a different process of review is provided in a development agreement (see NRS 278.0201 and NRS 278.315.2).

f. Within ten days after final action and at the conclusion of any appeal period, the planning commission's aadministrative secretary or the city clerk will notify the applicant in writing of that action, including any conditions imposed by the planning commission or city council. The planning commission's administrative secretary must also notify the city clerk's office if the planning commission takes final action.

~~g. After a conditional use is approved, the administrator shall issue the permit when all conditions of approval, except for continuing conditions, are satisfied.~~

(6) *Findings for approval.*

a. The approving agency must make findings that the proposed conditional use will be in compliance with the master plan;

b. The conditional use will be compatible with the existing or permitted uses of adjacent properties;

c. The potential impairment of natural resources and the total population which the available natural resources will support without unreasonable impairment;

d. The availability of and need for affordable housing in the community, including affordable housing that is accessible to persons with disabilities;

e. The conditional use permits impacts have been conditioned to address identified impacts; and

f. Public notice has been given and a public hearing held per the requirements of the development code and the nevada revised statutes.

(7) *Amendments.*

a. A conditional use permit must be amended if:

1. One or more of the conditions of approval cannot be met;

2. There are substantial material changes in the project; or

3. The Administrator determines that proposed changes to an approved project will materially impact surrounding properties.

b. Amendments to conditional use permits must follow the same procedure as for a new application.

(8) *Appeals.* See subsection 32.09.090(e), appeals.

(9) *Scope of approval.*

a. *Compliance certificate.* After the applicant satisfies the conditions of approval, the administrator will issue a certificate indicating that the conditions are satisfied.

b. *Responsibility.* The property owner is responsible for compliance with and maintenance of the conditions of approval of a conditional use permit for a particular use on a particular piece of property.

c. *Duration.*

1. A conditional use permit runs with the land, subject to termination in accordance with the procedures set forth in this section.

2. Upon cessation of an established use for which a conditional use permit has been issued, the approved conditional use permit and any conditions thereto shall run with the land for a period not to exceed one year from the date the business license associated with the use expires.

3. A conditional use permit issued by the administrator is valid until revoked, unless it contains a specified expiration date.

4. If a final subdivision map is recorded on any portion of a project while a conditional use permit for the project is in effect, the use of that portion of the project is considered established, even if construction has not taken place, unless the subdivision map is amended or reverted to acreage.

d. *Rescission.* If any conditions of approval (other than continuing conditions) are not satisfied within one year after final action is taken, or within another time limit specified in the permit, the approval is automatically rescinded.

e. *Expiration of an approved conditional use permit.*

1. An applicant has one year to establish the permitted use after the conditional use permit is approved.

2. If the permitted use is not established or construction to accommodate that use begun and diligently pursued during this time, the conditional use permit becomes null and void. If the use is established during this time, the conditional use permit is valid until revoked unless there is a specific expiration date.

3. The approving agency may extend the expiration date for up to one year if:

A. If a permit holder is unable to establish the permitted use or begin construction to accommodate it within one year or the time specified in the conditional use permit, the approving agency may extend the

expiration date. The extension may not exceed one year beyond the original expiration date. To obtain an extension, the applicant must submit a written request to the approving agency before the permit expires.

f. If the administrator has reason to believe that a conditional use permit is subject to revocation, the administrator may institute proceedings to revoke the permit. Before revoking any conditional use permit, the body which approved it must hold a public hearing as provided in this chapter.

1. The administrator may revoke a conditional use permit if:

A. The permit holder violates any condition of the permit;

B. The permitted use becomes a public nuisance; or

C. The permit was granted on the basis of false statements or fraudulent application.

(10) *Recordkeeping.* The administrator and the applicant shall maintain a record of the conditional use permit.

Sec. 32.02.030. - Definitions.

Minor conditional use permit. A permit required as a prerequisite to the establishment of certain uses in certain zoning districts. Uses ~~requiring~~ that may be approved through a minor conditional use permit are specified in the use table (~~Chapter~~Section 32.06.150) as a C (Conditional Use Permit), subject to the requirements of Section 32.03.050. ~~Administrator shall make the determination on a project-by-project basis on the appropriateness of~~The Administrator shall determine, on a project-by-project basis, the appropriateness of a minor conditional use permit versus a conditional use permit.

Sec. 32.03.050. - Entitlements.

(d) *Minor conditional use permit.*

Purpose: The minor conditional use permit procedure provides a mechanism for the City to evaluate proposed land uses that have unique or widely varying operating characteristics or unusual features. This procedure is intended to ensure compatibility with surrounding areas and that adequate mitigation is provided for anticipated impacts.

(1) *Applicability.* In lieu of a conditional use permit, a

~~a. A~~ minor conditional use permit may be approved according to the procedures ~~and criteria~~ in this section~~, in lieu of a conditional use permit,~~ for a project that meets all of the following criteria~~, unless exempted under subsection (2)~~:

a. The ~~project would otherwise~~proposed land use requires a conditional use permit pursuant to Section 32.06.150~~under the use and activity provisions identified in paragraphs 1 and 2 below~~;

b. ~~the~~ The project involves no new construction or only minimal exterior modifications; and

c. ~~the~~ The project does not require engineering review as a prerequisite to the issuance of a building permit.

If a project would otherwise require a conditional use permit but does not meet the construction-scope or engineering review criteria, the project shall be processed as a conditional use permit. The Administrator shall determine eligibility for the minor conditional use permit procedure on a project-by-project basis.

~~1. Use Table and Use Regulations~~

~~All principal, accessory, and temporary uses listed or referenced in Section 32.06.150 – Unlisted uses and use table, as requiring a conditional use permit or additional standards that require a conditional use permit.~~

~~2. Specified Development Applications.~~

~~All land uses and development activities expressly made subject to a conditional use permit but do not require engineering review or approval under this Title.~~

(~~2~~) *Initiation.*~~Exemptions.~~ ~~Notwithstanding the requirements of subsection (1) above, No a minor conditional use permit shall not be required for:~~ The applicant files an application for a minor conditional use permit with the Administrator.

Commented [CM1]: I would delete the exemptions because the minor CUP process is essentially already an exemption from normal requirements.

~~a. Accessory Structures~~

~~Accessory structures with combined floor areas no larger than 1,000 square feet on each parcel.~~

~~b. Additions to Nonresidential Facilities~~

~~A structure addition to nonresidential facilities that would require a minor conditional use permit are~~is ~~exempt if the following conditions are met:~~

1. ~~The addition does not exceed 10 percent of the size of the original development or 10,000 square feet in size, whichever is smaller.~~
2. ~~The construction of the proposed addition will not materially alter the original conditional use permit in that no new use is involved in the addition that would itself require a conditional use permit, no potentially deleterious aspect of the development will be increased, the proposed addition will not have significant impacts on neighboring properties, the size of the property has not been increased, and the proposed addition will continue to comply with all conditions of the conditional use permit.~~
3. ~~The exemption provided in this paragraph may be used only once per property.~~

~~c. Mixed- Use~~Mixed-Use ~~Districts~~

~~Projects that meet the standards of the Section 32.06.090 – Mixed Use.~~

(2~~3~~) *Initiation.* The applicant files an application for a minor conditional use permit with the Administrator.

(~~3~~4) *Completeness.* See section 32.03.030

(4) *Noticing*. See section 32.03.020

(~~5~~5) *Decision.*

a. For purposes of this section, the approving agency for a minor conditional use permit is:

1. The ~~Administrator~~Planning Commission; or

2. The ~~Planning Commission if the Administrator's~~City Council if the Planning Commission's decision is appealed.

b. The ~~Administrator~~Planning Commission shall consider the application at a public hearing held within 65 days after the application is filed, with notice of the hearing given in the manner required by NRS 278.315, and shall:

1. Approve the minor conditional use permit; or

2. Approve the minor conditional use permit with conditions; or

3. Deny the minor conditional use permit, ~~within 30 days of receiving the completed application in accordance with Section 32.03.050(b)(6)(a-e)~~in accordance with the findings required by subsection (6) of this section.

4. The ~~Administrator~~Planning Commission may impose conditions on the minor conditional use permit to safeguard the public health, safety, morals and general welfare. The conditions may address, but are not limited to, compatibility, site design, architecture, landscaping, building materials, access, internal circulation, lighting, signage, parking, operation of the use, the mitigation of potential impacts, and any other criteria permitted by state law.

(~~6~~6) *Findings for approval.*

a. The ~~Administrator~~Planning Commission must make the following findings:

1. The proposed conditional use will be in compliance with the master plan;

2. The conditional use will be compatible with the existing or permitted uses of adjacent properties; and

3. The minor conditional use permit's impacts have been conditioned to address identified impacts.

b. In making its decision, the Planning Commission must consider:

3.1. The potential impairment of natural resources and the total population which the available natural resources will support without unreasonable impairment; and

4.2. The availability of and need for affordable housing in the community, including affordable housing that is accessible to persons with disabilities; and.

5. The minor conditional use permits impacts have been conditioned to address identified impacts.

(77) *Amendments.*

a. A minor conditional use permit must be amended if:

1. One or more of the conditions of approval cannot be met;

2. There are substantial material changes in the project; or

3. The Administrator determines that proposed changes to an approved project will materially impact surrounding properties.

b. Amendments to minor conditional use permits must follow the same procedure as for a new application.

(88) *Appeals.* See section 32.03.090

a. Applicability.

1. This section applies to any decision of the Administrator, Planning Commission, or any other person appointed or employed by the City Council who is authorized to make administrative decisions regarding the use of land under this Title.

2. An applicant or any person aggrieved may appeal a decision subject to subsection (1) if they claim that:

a. The intent of a standard in this Title was incorrectly interpreted.

b. This Title does not apply.

c. A better form of design is proposed that does not require a waiver of the requirements of this Title; or

d. The decision would violate state or federal law.

3. The right to appeal to the Planning CommissionCity Council is waived upon failure to comply with the procedures set forth in this section.

b. Initiation.

1. The appeal is initiated by filing a written notice of appeal with the City Clerk which identifies all pertinent issues within 11 days after the action or decision.

2. The Mayor or any member of the City Council may request review of a Planning Commission action or decision with a written notice to the City Clerk or orally at a meeting of the City Council. Any such notice must be made within 11 days after the action or decision.

c. Completeness. See section 32.03.030

d. Notice. No specific notice is required by this Code. The City will provide notice by mail or email to the applicants or aggrieved parties who request personal notice.

e. Decision.

1. The City Clerk shall set the matter for public hearing at the next available regular meeting of the Planning CommissionCity Council.

2. The Planning CommissionCity Council shall review the matter de novo.

3. The Planning CommissionCity Council may affirm, modify, remand for further consideration or reverse the action or decision.

4. The Planning CommissionCity Council shall render its decision within 60 days after a complete appeal is filed.

f. Approval criteria. In deciding an appeal, the Planning CommissionCity Council will consider the following:

1. The statement of purpose underlying the regulation of the improvement of land expressed in Nevada state law.

2. The plain language of the regulation and principles of interpretation in this chapter and Nevada law; and

3. Any applicable requirement of state or federal law.

g. Subsequent applications. After the Planning CommissionCity Council renders a final decision, the City will not consider an appeal involving the following:

~~1. The same property and issues, including the same regulations of this Title involved in the subject of the appeal; or~~

~~2. Any issues that could have been raised during the original appeal.~~

(99) *Scope of approval.*

~~a. *Compliance certificate.* After the applicant satisfies the conditions of approval, the Administrator will issue a certificate indicating that the conditions are satisfied.~~

b. *Responsibility.* The property owner is responsible for compliance with and maintenance of the conditions of approval of a minor conditional use permit for a particular use on a particular piece of property.

c. *Duration.*

1. A minor conditional use permit runs with the land, subject to termination in accordance with the procedures set forth in this section.

2. An applicant has one year to establish the permitted use after the minor conditional use permit is approved.

3. If the permitted use is not established or construction to accommodate that use begun and diligently pursued during this time, the minor conditional use permit becomes null and void. If the use is established during this time, the minor conditional use permit is valid until revoked unless there is a specific expiration date.

4. Upon cessation of an established use for which a minor conditional use permit has been issued, the approved minor conditional use permit and any conditions thereto shall run with the land for a period not to exceed one year from the date the business license associated with the use expires.

5. If a final subdivision map is recorded on any portion of a project while a minor conditional use permit for the project is in effect, the use of that portion of the project is considered established, even if construction has not taken place, unless the subdivision map is amended or reverted to acreage.

d. *Rescission.* If any conditions of approval (other than continuing conditions) are not satisfied within one year after final action is taken, or within another time limit specified in the permit, the approval is automatically rescinded.

e. If the Administrator has reason to believe that a minor conditional use permit is subject to revocation, the Administrator may institute proceedings to revoke the

permit. Before revoking any minor conditional use permit, the body which approved it must hold a public hearing as provided in this chapter.

1. The ~~Administrator~~Planning Commission may revoke a minor conditional use permit if:

A. The permit holder violates any condition of the permit;

B. The permitted use becomes a public nuisance; or

C. The permit was granted on the basis of false statements or fraudulent application.

(10~~10~~) Post-Decision Actions and Limitations

All common procedures shall apply, with the following modifications:

a. No Building Permit without Approval

1. The minor conditional use permit, as approved by the ~~Administrator~~Planning Commission, shall accompany the plans submitted for building permit approval if applicable for new construction, and all development of the property shall be in accordance with the approved plan.
2. No building permit shall be issued until the minor conditional use permit application and all other associated applications have been approved and any applicable appeal period is exhausted. Any building permitted when an application has been appealed or prior to the end of the appeal period shall be submitted "at risk", with no refunds due ~~i~~if the minor conditional use permit is not finally approved.

(11~~1~~) Time Limitations and Extensions

a. Time Limitations

1. The use shall be established within one year ~~before it~~after approval of the minor conditional use permit, or the approval expires.

2. The owner or developer shall apply for a building permit for any portion of the project within 12 months of the date of approval of the minor conditional use permit and maintain the validity of that permit, or the minor conditional use permit approval shall be null and void unless a different time limitation was established at the time of final approval based on the characteristics and complexity of the project.

b. Extension by the Administrator

1. The Administrator may extend the time limit by 12 months, if an application is received 30 days prior to the expiration of the minor conditional use permit.

2. No more than one extension of time shall be approved for any project or project phase.

(12) *Recordkeeping.* The Administrator and the applicant shall maintain a record of the minor conditional use permit.

Sec. 32.02.030. - Definitions.

Minor conditional use permit. A permit required as a prerequisite to the establishment of certain uses in certain zoning districts. Uses that may be approved through a minor conditional use permit are specified in the use table (Section 32.06.150) as a C (Conditional Use Permit), subject to the requirements of Section 32.03.050. The Administrator shall determine, on a project-by-project basis, the appropriateness of a minor conditional use permit versus a conditional use permit.

Sec. 32.03.050. - Entitlements.

(d) *Minor conditional use permit.*

Purpose: The minor conditional use permit procedure provides a mechanism for the City to evaluate proposed land uses that have unique or widely varying operating characteristics or unusual features. This procedure is intended to ensure compatibility with surrounding areas and that adequate mitigation is provided for anticipated impacts.

(1) *Applicability.* In lieu of a conditional use permit, a minor conditional use permit may be approved according to the procedures in this section for a project that meets all of the following criteria:

a. The proposed land use requires a conditional use permit pursuant to Section 32.06.150;

b. The project involves no new construction or only minimal exterior modifications; and

c. The project does not require engineering review as a prerequisite to the issuance of a building permit.

If a project would otherwise require a conditional use permit but does not meet the construction-scope or engineering review criteria, the project shall be processed as a conditional use permit. The Administrator shall determine eligibility for the minor conditional use permit procedure on a project-by-project basis.

(2) *Initiation.* The applicant files an application for a minor conditional use permit with the Administrator.

(3) *Completeness.* See section 32.03.030

(4) *Noticing*. See section 32.03.020

(5) *Decision.*

a. For purposes of this section, the approving agency for a minor conditional use permit is:

1. The Planning Commission; or

2. The City Council if the Planning Commission's decision is appealed.

b. The Planning Commission shall consider the application at a public hearing held within 65 days after the application is filed, with notice of the hearing given in the manner required by NRS 278.315, and shall:

1. Approve the minor conditional use permit; or

2. Approve the minor conditional use permit with conditions; or

3. Deny the minor conditional use permit, in accordance with the findings required by subsection (6) of this section.

4. The Planning Commission may impose conditions on the minor conditional use permit to safeguard the public health, safety, morals and general welfare. The conditions may address, but are not limited to, compatibility, site design, architecture, landscaping, building materials, access, internal circulation, lighting, signage, parking, operation of the use, the mitigation of potential impacts, and any other criteria permitted by state law.

(6) *Findings for approval.*

a. The Planning Commission must make the following findings:

1. The proposed conditional use will be in compliance with the master plan;

2. The conditional use will be compatible with the existing or permitted uses of adjacent properties; and

3. The minor conditional use permit's impacts have been conditioned to address identified impacts.

b. In making its decision, the Planning Commission must consider:

1. The potential impairment of natural resources and the total population which the available natural resources will support without unreasonable impairment; and

2. The availability of and need for affordable housing in the community, including affordable housing that is accessible to persons with disabilities.

(7) *Amendments.*

a. A minor conditional use permit must be amended if:

1. One or more of the conditions of approval cannot be met;

2. There are substantial material changes in the project; or

3. The Administrator determines that proposed changes to an approved project will materially impact surrounding properties.

b. Amendments to minor conditional use permits must follow the same procedure as for a new application.

(8) *Appeals.* See section 32.03.090

(9) *Scope of approval.*

a. *Responsibility.* The property owner is responsible for compliance with and maintenance of the conditions of approval of a minor conditional use permit for a particular use on a particular piece of property.

b. *Duration.*

1. A minor conditional use permit runs with the land, subject to termination in accordance with the procedures set forth in this section.

2. An applicant has one year to establish the permitted use after the minor conditional use permit is approved.

3. If the permitted use is not established or construction to accommodate that use begun and diligently pursued during this time, the minor conditional use permit becomes null and void. If the use is established during this time, the minor conditional use permit is valid until revoked unless there is a specific expiration date.

4. Upon cessation of an established use for which a minor conditional use permit has been issued, the approved minor conditional use permit and any conditions thereto shall run with the land for a period not to exceed one year from the date the business license associated with the use expires.

5. If a final subdivision map is recorded on any portion of a project while a minor conditional use permit for the project is in effect, the use of that portion of the project is considered established, even if construction has not taken place, unless the subdivision map is amended or reverted to acreage.

c. *Rescission.* If any conditions of approval (other than continuing conditions) are not satisfied within one year after final action is taken, or within another time limit specified in the permit, the approval is automatically rescinded.

d. If the Administrator has reason to believe that a minor conditional use permit is subject to revocation, the Administrator may institute proceedings to revoke the permit. Before revoking any minor conditional use permit, the body which approved it must hold a public hearing as provided in this chapter.

1. The Planning Commission may revoke a minor conditional use permit if:

A. The permit holder violates any condition of the permit;

B. The permitted use becomes a public nuisance; or

C. The permit was granted on the basis of false statements or fraudulent application.

(10) Post-Decision Actions and Limitations

All common procedures shall apply, with the following modifications:

a. No Building Permit without Approval

1. The minor conditional use permit, as approved by the Planning Commission, shall accompany the plans submitted for building permit approval if applicable for new construction, and all development of the property shall be in accordance with the approved plan.
2. No building permit shall be issued until the minor conditional use permit application and all other associated applications have been approved and any applicable appeal period is exhausted. Any building permitted when an application has been appealed or prior to the end of the appeal period shall be submitted “at risk”, with no refunds due if the minor conditional use permit is not finally approved.

(11) Time Limitations and Extensions

a. Time Limitations

1. The use shall be established within one year after approval of the minor conditional use permit, or the approval expires.

2. The owner or developer shall apply for a building permit for any portion of the project within 12 months of the date of approval of the minor conditional use permit and maintain the validity of that permit, or the minor conditional use permit approval shall be null and void unless a different time limitation was established at the time of final approval based on the characteristics and complexity of the project.

b. Extension by the Administrator

1. The Administrator may extend the time limit by 12 months, if an application is received 30 days prior to the expiration of the minor conditional use permit.

2. No more than one extension of time shall be approved for any project or project phase.

(12) *Recordkeeping.* The Administrator and the applicant shall maintain a record of the minor conditional use permit.

BILL #390
CITY OF FERNLEY
ORDINANCE #_____

AN ORDINANCE AMENDING SECTION 32.02.030 AND SECTION 32.03.050 OF THE FERNLEY DEVELOPMENT CODE TO ADD A DEFINITION FOR A MINOR CONDITIONAL USE PERMIT AND TO ADD A MINOR CONDITIONAL USE PERMIT AS ENTITLEMENT PROCESS.

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

> **Section 1.** Title 32, Chapter 32.03, Section 32.03.030, and Title 32, Chapter 32.03, Section 32.03.050 are hereby amended as follows:

Sec. 32.02.030 – Definitions.

Section 32.02.030 Definitions
The words, terms, and phrases used in this title are below.

Minor conditional use permit. A permit required as a prerequisite to the establishment of certain uses in certain zoning districts. Uses that may be approved through a minor conditional use permit are specified in the use table (Section 32.06.150) as a C (Conditional Use Permit), subject to the requirements of Section 32.03.050. The Administrator shall determine, on a project-by-project basis, the appropriateness of a minor conditional use permit versus a conditional use permit.

Sec. 32.03.050 - Entitlements

Section 32.03.050(d) Minor conditional use permit

(d) *Minor conditional use permit.*

Purpose: The minor conditional use permit procedure provides a mechanism for the City to evaluate proposed land uses that have unique or widely varying operating characteristics or unusual features. This procedure is intended to ensure compatibility with surrounding areas and that adequate mitigation is provided for anticipated impacts.

(1) *Applicability.* In lieu of a conditional use permit, a minor conditional use permit may be approved according to the procedures in this section for a project that meets all of the following criteria:

> a. The proposed land use requires a conditional use permit pursuant to Section 32.06.150;

b. The project involves no new construction or only minimal exterior modifications; and

c. The project does not require engineering review as a prerequisite to the issuance of a building permit.

If a project would otherwise require a conditional use permit but does not meet the construction-scope or engineering review criteria, the project shall be processed as a minor conditional use permit. The Administrator shall determine eligibility for the minor conditional use permit procedure on a project-by-project basis.

(2) *Initiation.* The applicant files an application for a minor conditional use permit with the Administrator.

(3) *Completeness.* See section 32.03.030

(4) *Noticing*. See section 32.03.020

(5) *Decision.*

a. For purposes of this section, the approving agency for a minor conditional use permit is:

1. The Planning Commission; or

2. The City Council if the Planning Commission's decision is appealed.

b. The Planning Commission shall consider the application at a public hearing held within 65 days after the application is filed, with notice of the hearing given in the manner required by NRS 278.315, and shall:

1. Approve the minor conditional use permit; or

2. Approve the minor conditional use permit with conditions; or

3. Deny the minor conditional use permit, in accordance with the findings required by subsection (6) of this section.

4. The Planning Commission may impose conditions on the minor conditional use permit to safeguard the public health, safety, morals and general welfare. The conditions may address, but are not limited to, compatibility, site design, architecture, landscaping, building materials, access, internal circulation, lighting, signage, parking, operation of the use, the mitigation of potential impacts, and any other criteria permitted by state law.

(6) *Findings for approval.*

a. The Planning Commission must make the following findings:

1. The proposed conditional use will be in compliance with the master plan;

2. The conditional use will be compatible with the existing or permitted uses of adjacent properties; and

3. The minor conditional use permit's impacts have been conditioned to address identified impacts.

b. In making its decision, the Planning Commission must consider:

1. The potential impairment of natural resources and the total population which the available natural resources will support without unreasonable impairment; and

2. The availability of and need for affordable housing in the community, including affordable housing that is accessible to persons with disabilities.

(7) *Amendments.*

a. A minor conditional use permit must be amended if:

1. One or more of the conditions of approval cannot be met;

2. There are substantial material changes in the project; or

3. The Administrator determines that proposed changes to an approved project will materially impact surrounding properties.

b. Amendments to minor conditional use permits must follow the same procedure as for a new application.

(8) *Appeals.* See section 32.03.090

(8) *Scope of approval.*

a. *Responsibility.* The property owner is responsible for compliance with and maintenance of the conditions of approval of a minor conditional use permit for a particular use on a particular piece of property.

b. *Duration.*

1. A minor conditional use permit runs with the land, subject to termination in accordance with the procedures set forth in this section.

2. An applicant has one year to establish the permitted use after the minor conditional use permit is approved.

3. If the permitted use is not established or construction to accommodate that use begun and diligently pursued during this time, the minor conditional use permit becomes null and void. If the use is established during this time, the minor conditional use permit is valid until revoked unless there is a specific expiration date.

4. Upon cessation of an established use for which a minor conditional use permit has been issued, the approved minor conditional use permit and any conditions thereto shall run with the land for a period not to exceed one year from the date the business license associated with the use expires.

5. If a final subdivision map is recorded on any portion of a project while a minor conditional use permit for the project is in effect, the use of that portion of the project is considered established, even if construction has not taken place, unless the subdivision map is amended or reverted to acreage.

c. *Rescission.* If any conditions of approval (other than continuing conditions) are not satisfied within one year after final action is taken, or within another time limit specified in the permit, the approval is automatically rescinded.

d. If the Administrator has reason to believe that a minor conditional use permit is subject to revocation, the Administrator may institute proceedings to revoke the permit. Before revoking any minor conditional use permit, the body which approved it must hold a public hearing as provided in this chapter.

1. The Planning Commission may revoke a minor conditional use permit if:

A. The permit holder violates any condition of the permit;

B. The permitted use becomes a public nuisance; or

C. The permit was granted on the basis of false statements or fraudulent application.

(10) Post-Decision Actions and Limitations

All common procedures shall apply, with the following modifications:

a. No Building Permit without Approval

1. The minor conditional use permit, as approved by the Planning Commission, shall accompany the plans submitted for building permit approval if applicable for new construction, and all development of the property shall be in accordance with the approved plan.
2. No building permit shall be issued until the minor conditional use permit application and all other associated applications have been approved and any applicable appeal period is exhausted. Any building permitted when an application has been appealed or prior to the end of the appeal period shall be submitted "at risk", with no refunds due if the minor conditional use permit is not finally approved.

(11) Time Limitations and Extensions

a. Time Limitations

1. The use shall be established within one year after approval of the minor conditional use permit, or the approval expires.

2. The owner or developer shall apply for a building permit for any portion of the project within 12 months of the date of approval of the minor conditional use permit and maintain the validity of that permit, or the minor conditional use permit approval shall be null and void unless a different time limitation was established at the time of final approval based on the characteristics and complexity of the project.

b. Extension by the Administrator

1. The Administrator may extend the time limit by 12 months, if an application is received 30 days prior to the expiration of the minor conditional use permit.

2. No more than one extension of time shall be approved for any project or project phase.

(12) *Recordkeeping.* The Administrator and the applicant shall maintain a record of the minor conditional use permit.

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 #390 BEING HEREBY PROPOSED on the _5th_ day of _August_, 2026.

BILL #390 BEING HEREBY PASSED, APPROVED, and ADOPTED this _19th_ day of _August_, 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: August 5, 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
Resolution

AGENDA ITEM:

(For Possible Action) Discussion and possible action on Resolution 20-015, a resolution of the City of Fernley to affirm that the City Council will not negotiate water rights dedication for new development.

AGENDA ITEM BRIEF:

Staff has consistently received direction from the City Council that they have no interest in negotiating or modifying current water rights dedication rates. However, many of the developers who are approaching the City with new projects have been requesting a reduction in these rates. Some of these discussions occur on multiple occasions and/or with different members of staff, taking an inordinate amount of staff time. This resolution provides a formal policy document that staff can refer to when the reductions are requested.

RECOMMENDED MOTION:

I move to approve Resolution 26-015 as presented by Staff.

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because no fees are being impacted.

See attached report for background, analysis, alternatives.

ALTERNATIVES:

I move to approve Resolution 26-015 with the following modifications: _____.
I move to deny Resolution 26-015.

BACKGROUND:

Staff has consistently received direction from the City Council that they have no interest in negotiating or modifying current water rights dedication rates. However, many of the developers who are approaching the City with new projects have been requesting a reduction in these rates. Some of these discussions occur on multiple occasions and/or with different members of staff, taking an inordinate amount of staff time. This resolution provides a formal policy document that staff can refer to when the reductions are requested.

The passing of this resolution does not put the City of Fernley at any risk of litigation and does bind this City Council or future City Councils in the future. This is simply a formal policy statement that can be repealed and/or replaced at any time if circumstances change.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC Section 32.09.035

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Resolution 26-015 - Water Rights (2)

CITY OF FERNLEY

RESOLUTION # 26-015

A RESOLUTION OF THE CITY OF FERNLEY TO AFFIRM THAT THE CITY COUNCIL WILL NOT NEGOTIATE WATER RIGHTS DEDICATION FOR NEW DEVELOPMENT.

WHEREAS, the City of Fernley is committed to ensuring a sustainable and reliable water supply for current and future residents, businesses, and industries within its jurisdiction; and

WHEREAS, the City Council recognizes that water rights are a finite and critical resource, and that the long-term viability of the municipal water system depends on prudent management and protection of these assets; and

WHEREAS the Fernley Municipal Code requires that all new development projects dedicate a sufficient quantity of water rights to the City as a condition precedent to approval of development applications; and

WHEREAS the City Council has established an unwritten policy that water rights dedication requirements for new development shall not be negotiated, waived, or reduced except where expressly authorized by applicable law or previously adopted agreements; and

WHEREAS the City Council has determined that negotiating the dedication of water rights with developers on a case-by-case basis could undermine the integrity of the City's water resource planning, crate inequities among applicants, and increase administrative complexity; and

WHEREAS the City Council finds that a uniform and non-negotiable policy regarding water rights dedication is necessary to maintain fairness, transparency, and predictability in the development process, and to protect the public interest; and

WHEREAS the City's policy is consistent with state law and best practices for municipal water management, and is designed to prevent over-allocation or depletion of the City's water resources; and

WHEREAS the City Council has reviewed the relevant provisions of the Fernley Municipal Code, including Section 32.09.035, which establishes the requirements and standards for the dedication of water rights and facilities for new development; and

WHEREAS the City Council now finds it necessary and appropriate to formally affirm its policy that it will not negotiate water rights dedication requirements with developers, except as specifically provided by law or previously adopted agreements; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fernley hereby affirms that it will not negotiate water rights dedication requirements with developers, and that all dedications of water rights for new development shall be governed strictly by the standards and procedures set forth in Section 32.09.035 of the Fernley Municipal Code and any applicable ordinances or previously adopted agreements.

RESOLUTION PASSED, APPROVED, AND ADOPTED this 5th day of August, 2026, by the following vote of the Fernley City 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: August 5, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Trisha Livingston, Grants Administrator**

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

ACTION REQUESTED: Resolution

AGENDA ITEM:

(For Possible Adoption) Adopt a resolution to submit a grant application to the EDA for the EWWTP project design and to commit to a 20-40% cost match.

AGENDA ITEM BRIEF:

Council is requested to consider adoption of a resolution authorizing submission of a grant application to the U.S. Economic Development Administration (EDA) for the design phase of the East Wastewater Treatment Plant (EWWTP) project. The resolution also includes a commitment by the City to provide a local cost match in the range of 20% to 40%, as required by the EDA Public Works and Economic Adjustment Assistance program. Approval of this item will enable staff to formally pursue federal funding to support pre-construction, engineering, and design activities for the EWWTP expansion, which is necessary to address projected capacity needs and regulatory requirements. The anticipated local match will be determined based on final grant terms and if the City is eligible for disaster relief under FEMA DR 4708 - Nevada Severe Winter Storms, Flooding, Landslides, and Mudslides, dated March 8 through 19, 2023.

RECOMMENDED MOTION:

I move to adopt a resolution authorizing the submission of a grant application to the U.S. Economic Development Administration for the East Wastewater Treatment Plant project design and committing the City to provide a local cost match in the range of 20% to 40%.

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 choose not to adopt a resolution authorizing the submission of the grant application to EDA.

BACKGROUND:

On August 20, 2025, the Fernley City Council approved Utilities Department staff to proceed with the planning and design of the recommended improvements for the East Wastewater Treatment Plant (EWWTP), based on the findings of the April 2025 Preliminary Engineering Report (PER) prepared by Lumos & Associates. The Council authorized up to $4 million for the design phase. The Council also accepted the final PER at this meeting.

During the same meeting, Council directed staff to pursue federal and state grants to offset costs associated with pre-construction, design, and engineering for the EWWTP. This direction was provided following a presentation by the Western Nevada Development District (WNDD), which confirmed its support for the City's efforts to identify and secure grant funding for both wastewater and water treatment projects. WNDD representatives indicated that the Economic Development Administration (EDA) would be the primary federal partner for the EWWTP design phase, while other funding sources, such as the State Revolving Loan Fund, would also be explored as appropriate.

The EWWTP project was initiated in response to several factors, including the need to address aging infrastructure, improve system reliability, and ensure compliance with anticipated regulatory requirements. The April 2025 PER outlined the necessity for phased upgrades to accommodate projected growth and to mitigate risks associated with elevated nitrate levels in groundwater, as identified by the Nevada Department of Environmental Protection. The report also established a basis for pursuing federal funding, with the design phase structured to meet eligibility criteria for EDA's Public Works and Economic Adjustment Assistance program.

The City's approach to the EWWTP project has consistently involved collaboration with regional partners and alignment with strategic planning documents. The project is identified as a priority in the City's Capital Improvement Plan and is consistent with Council's direction to manage sustainable growth and maintain public infrastructure. The City's grant management policies require that any grant application involving a local match or new obligations be brought to Council for approval prior to submission.

The current action to adopt a resolution authorizing submission of a grant application to the EDA for the EWWTP project design, and to commit to a 20-40% cost match, builds upon these prior Council decisions and ongoing efforts to secure external funding for critical infrastructure improvements.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 338 - Public Works Projects
City of Fernley Grants Management Policy

FINANCIAL IMPLICATIONS:

This action does not require a new appropriation or reallocation of existing funds at this time, as the design phase is already budgeted. There are no immediate ongoing financial commitments beyond the design phase local match. However, acceptance of EDA funding may result in future budget implications for project

implementation, including potential matching requirements for subsequent construction phases. These future impacts will be evaluated and presented to Council as part of subsequent project approvals.

ATTACHMENTS:

1. draft Resolution 26-022 EDA EWWTP Design
2. Grant Management Policy-Evaluation Analysis EDA EWWTP Design

CITY OF FERNLEY
RESOLUTION #26-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FERNLEY, NEVADA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE UNITED STATE ECONOMIC DEVELOPMENT ADMINISTRATION FOR A FOR PUBLIC WORKS AND ECONOMIC ADJUSTMENT ASSISTANCE GRANT FUNDING FOR THE EAST WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT; AND AUTHORIZING A COST MATCH OF TWENTY TO FORTY PERCENT (20-40%) OF THE TOTAL PROJECT COST FOR DESIGN COSTS ESTIMATED AT $3,066,000.

WHEREAS, the City of Fernley is a political subdivision of the State of Nevada, organized pursuant to the provisions of NRS Chapter 266; and

WHEREAS, the City Council of the City of Fernley has, as a matter of policy and practice, directed staff to pursue local, state, and federal grant opportunities to fund infrastructure improvements that benefit the residents of Fernley; and

WHEREAS, the U.S. Economic Development Administration (EDA) Public Works and Economic Adjustment Assistance Program is a federal grant program administered by the U.S. Department of Commerce that provides investments in infrastructure and other projects to help communities and regions experiencing economic distress build and retain an environment that is conducive to sustainable economic development, job creation, and private investment, with eligible projects including water and wastewater infrastructure improvements that directly support economic growth, business attraction and retention, and long-term regional competitiveness; and

WHEREAS, the City of Fernley, Nevada (the “City”) owns and operates the East Wastewater Treatment Plant (EWWTP), which is the City’s sole municipal wastewater treatment facility serving the entire Fernley community; and

WHEREAS, the EWWTP relies on aging facultative lagoon treatment system that has historically met effluent standards of the current discharge permit, but must be proactively upgraded to address potential stricter regulations, accommodate future growth, and address emerging challenges in maintaining existing plant equipment; and

WHEREAS, the purpose of the EDA Public Works and Economic Adjustment Assistance grant application is to fund design costs for the EWWTP Improvement Project, which will meet future growth, anticipate future regulation changes, streamline operations, increase plant efficiency, and bring potential for higher reuse classification and potential industrial customers; and

WHEREAS, the total estimated project costs for the design of the EWWTP Improvement Project is $3,066,000; and

WHEREAS, the EDA Public Works and Economic Adjustment Assistance Program requires a cost match from the applicant, and the City of Fernley is prepared to provide a cost match of twenty to forty percent (20-40%) of the total eligible project cost, representing a City financial commitment of between $613,200 to $1,226,400; and

WHEREAS, the City Council of the City of Fernley finds that the EWWTP Improvement Project is in the best interest of the public health, safety, and welfare of the residents of the City of Fernley and that submission of the EDA grant application and commitment of the required cost match is a prudent and necessary exercise of the City’s authority and responsibility to provide safe, reliable adequate wastewater treatment infrastructure; and

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

Section 1. Findings. The City Council hereby finds and determines that the recitals set forth above are true and correct and are incorporated herein by reference.

Section 2. Authorization of Grant Application. The City Council hereby authorizes and directs City Staff to submit an application to the U.S. Economic Development Administration for Public Works and Economic Adjustment Assistance grant funding for the East Wastewater Treatment Plant Improvement Project in accordance with all applicable EDA program requirements and guidelines.

Section 3. Commitment to Project Completion. The City Council hereby affirms the City of Fernley's commitment to complete the EWWTP Improvement Project.

Section 4. Cost Match Authorization. The City Council hereby authorizes the City to provide a cost match of twenty to forty percent (20-40%) of the total project costs for the EWWTP Improvement Project design, representing a financial commitment of between $613,200 and $1,226,400.

PASSED, APPROVED AND ADOPTED this _____ day of August 5, 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

Grant Name: EDA Public Works & Economic Adjustment Assistance – EWWTP Design

CFDA #: 11.300

1) **Purpose of Grant/Problem Being Solved. How does this grant tie to strategic goals?:**

The City of Fernley is pursuing an EDA Public Works and Economic Adjustment Assistance grant to fund the design phase of the East Wastewater Treatment Plant (EWWTP) Improvement Project. The design phase is estimated at $3,066,000, with the City committing to provide a local funds cost match of 20% to 40% of the design cost, representing a City financial obligation of between $613,200 and $1,226,400.

The project directly aligns with the City's 2021–2026 Strategic Plan goals to manage sustainable growth and maintain public infrastructure, and with the City's Grants Management Policy requirement that grant applications align with established City priorities and be in the best interest of the community, society, economic development, and public well-being.

Strategic Alignment - The grant directly ties to the following City strategic goals:

- Current EWWTP capacity will not be able to handle the projected flow
- The project is anticipated to meet future growth demands
- The project anticipates future regulation changes
- The project will streamline operations and increase plant efficiency
- The project brings potential for higher reuse classification, potential industrial customers, and delivery of reclaimed water for community irrigation
- The project will reduce odor problems

2) **Would receiving this grant benefit the community, society, economic development and/or public well-being? (Y) N**

The EWWTP Improvement project is a foundational prerequisite for the continued attraction and retention of industrial, manufacturing, and data center tenants driving job creation and economic diversification across the Western Nevada region.

3) **Who/What does the project impact?**

The project impacts the entire community of Fernley.

4) **Are matching funds required? (Y) N If yes, are they included in the budget? (Y) N**

Matching funds are required. The City of Fernley will provide local funds cost match of 20% to 40% of the design cost, ranging from $613,200 to $1,226,400. These funds have been budgeted

for current FY.

5) **Is an in-kind match required? Y (N)**

An in-kind match is not required.

6) **Will additional staffing be required to manage this grant/project or will additional staff be required to run a project/facility after completion? Y (N) $0**

No additional staffing will be required to manage the grant or the design of the project itself. However, additional staffing may be a possibility after project completion to operate the upgraded treatment plant.

7) **Will any other type of resource be required?**

No other type of resources are required.

8) **Are there any future costs associated with this project (Y) N**

There are future costs associated with this project. The design will lead to construction phases with significant capital costs. The updated total project cost estimate is $31,171,080 in 2026 dollars. Post-completion annual O&M costs are undetermined at this time.

9) **What is the expected timeline for the completion of the project?**

The expected timeline for completion of the design is 18 months once the grant award agreement is fully executed.

10) **Are easements required? Y (N)**

11) **Will there be soil or other environmental studies involved? (Y) N**

An environmental review will be required prior to starting construction if federal funds are utilized.

Are there any foreseen geographical issues? Y (N)

None are foreseen.

12) **Are there any potential risks associated with the project? Y (N)**

No potential risks associated with the project at this time.

13) If the answers to 4-13 are NO, STOP here.

Continued.

14) Discuss current costs involved prior to project commencement:

The PER for the EWWTP was $85,000, completed by Lumos & Associates. Current costs include staff time to draft the grant application and staff time discussing the project.

15) Discuss any future costs involved with the project after completion (including through the life of the project):

Construction Phase Costs: $31,171,080

Annual O&M Costs are projected to increase due to the electricity and repair/maintenance costs.

17) Current annual costs to the City prior to commencement of the project and annual costs to the City after project completion:

Current annual costs to the City prior to commencement of the project is roughly $3 million. Annual costs to the City after project completion will increase to roughly $4 million. The increased costs is due to increase staffing, electricity, and general maintenance of a SBR system.

18) Discuss the benefits should the project be funded (revenues, savings, transportation, productivity, efficiency, or other benefits):

- Regulatory compliance and permit adherence – proactive compliance with updated NDEP discharge permit
- Operational efficiency and plant performance – SBR streamlines operations, single-tank, automated process control
- Chemical cost savings – eliminated bulk chlorine import, replaces with cheaper salt-based onsite generation
- Capacity and growth accommodation – phased SBR accommodates growth to 4.40 MGD; plant currently at 1.45 MGD vs. 3.0 MGD capacity
- Environmental and public health benefits – protection 13,000-acre Fernley Wildlife Management Area; reduces ammonia toxicity risk to wildlife and humans

- Economic development and community benefits – supports 19,000+ services connections; enables continued residential/commercial growth
- Future adaptability and long-term resilience – adaptable to future tertiary treatment and reuse upgrades

19) Discuss what may happen if the project is not funded?

The City will proceed with the design without federal funding.

20) Discuss any long-term impacts of the project that may outweigh the benefits:

The long-term impacts associated with the EWWTP design and subsequent construction project that could potentially outweigh the identified benefits include:

- The transition from the existing lagoon system to a mechanical SBR plant will result in a substantial and permanent increase in annual O&M costs (electricity, annual repair and maintenance costs)
- The total estimated capital cost for the full construction is $27.4 million, spread over two years. Adding the capital cost of the EWWTP project will significantly increase the City's long-term debt obligations.
- The SBR system will require a minimum operator III certification per NAC 445A.289, which is higher certification level than currently required for the existing lagoon system.
- Maintaining pond operations effectively while construction progresses is critical, and varying issues may arise depending on the number of ponds that can be taken offline simultaneously without adversely affecting upstream processes.
- The PER notes that a higher reuse classification is possible following the upgrade, but would require an evaluation for reclaimed water potential and would result in less water being available to the Fernley Wildlife Management Area. The PER anticipates regulator challenges and potential stakeholder pushback.
- A new effluent nitrogen limit has been discussed by NDEP with the City on numerous occasions in the past and cannot be ruled out of future permit updates, despite being excluded from existing permits. If NDEP imposes a future nitrogen limit, the City may be required to pursue additional treatment upgrade beyond the SBR system.
- The PER's Class 5 cost estimates are described as conceptual and may differ significantly from actual construction costs.

While these long-term impacts are significant, the PER and City staff have concluded that the costs of inaction, including potential regulatory enforcement, continued permit compliance risk, and the inability to accommodate future growth, are likely to exceed the costs of proceeding with the project. The design phase grant, if awarded, would reduce the City's upfront financial

exposure and allow for a more detailed cost analysis before committing to full construction funding.

21) **Are there any new Revenues that will be generated from the project?**

The EWWTP Design Project does not generate new direct revenues. However, it is a prerequisite for the City's ability to accommodate growth and maintain its discharge permit, both of which are essential to sustaining and growing the City's wastewater fund revenue base over the 2040 planning horizon.

22) **Rate the feasibility of the grant/project with 1 being a very low level of feasibility and provide a conclusion as to why this grant application should be approved or denied:**

1 2 3 4 (5)

This evaluation concludes that the grant application is highly feasible and is recommended for approval with a feasibility rating of 5.