City of Fernley



NEVADA

Mayor
Neal E. McIntyre

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

AGENDA
Regular Meeting
City Council
Wednesday, August 19, 2026 • 5:00 PM

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. (For Possible Action) Discussion and possible approval of Amendment No. 1 to the Interlocal Agreement for the Safe Routes to School Planning Study between the City of Fernley and the Carson City Regional Transportation Commission, increasing the City's required local match from $5,000 to $5,750.

2.5. (For Possible Action) Possible action to approve contract with Q&D Construction for construction services for the Fernley Industrial Park Rehabilitation Project

2.6. Discussion and possible Action to approve a Contract with Resource Concepts Inc. (RCI) for Water Rights Services for FY2026-2027 for an amount not to exceed $135,000.

2.7. Discussion and Possible action to approve the purchase of four (4) 25 HP EcoJet Aerator Turbos and three (3) 15 HP EcoJet Aerator Turbos from Komline Aerator Solutions in the amount not to exceed $153,025.00, including freight.

2.8. Discussion and possible action to approve a contract with Kimley-Horn for Construction Management Services, for the US 95A/US 50A Roundabout Intersection Re-landscaping Project, for an amount not to exceed $76,560.

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

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

4. PROCLAMATIONS BY THE MAYOR

5. PRESENTATIONS

5.1. Presentation by Mike Wurm and Oscar Aguliar with Boys & Girls Club of Truckee Meadows regarding perimeter fencing and asphalt installation at the Community Response and Resource Center (CRRC)

6. STAFF REPORTS

6.1. Discussion and Possible Action Regarding Approval of the City of Fernley's Proposed 2027 Legislative Bill Draft Request, the "Public Property Protection and Recovery Act," and Authorization for Staff to Submit and Advocate for the Proposal During the 2027 Nevada Legislative Session.

7. RESOLUTIONS

7.1. (Possible Action) Discussion and possible action to approve Resolution #26-014 associated with CA26002 to update the Planning Department Fee Schedule to reflect the addition of fees for the Minor Conditional Use Permit entitlement process.

7.2. (Possible Action) Discussion and possible action to approve Resolution No. 26-024, adopting the Sewer Master Plan as the City's long-range planning document to guide future wastewater treatment improvements, regulatory compliance, capital planning, funding opportunities, and phased implementation of facility upgrades.

8. PUBLIC HEARINGS

8.1. (For Possible Action) Discussion and possible action to approve 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.

8.2. (For Possible Approval) Presentation, discussion, and possible action to approve and accept the 2027 Community Development Block Grant (CDBG) program overview, proposed projects, estimated costs, and beneficiaries presentation, and support the continued citizen participation process.

8.3. (For possible action) Discussion and possible action regarding Resolution #26-021 associated with a Master Plan Amendment application (MPA26002) submitted by the City of Fernley to adopt the South Fernley Area Plan document for approximately 10,000 acres generally located south of the Truckee Canal and east of US Highway 95A.

9. PUBLIC FORUM

10. ADJOURNMENT

Next Meeting: September 2nd at 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
ABSOLUTE HOSE & FITTINGS LLC								
5226	ABSOLUTE HOSE & FITTINGS LLC	33649	hose for fire dept.	07/21/2026	115.38	08/07/2026	100-126000 Intergovernmental Receivable	726
Total 5226:					115.38			
APPLIED SOFTWARE TECHNOLOGY LLC								
8999	APPLIED SOFTWARE TECHNOLOGY LLC	IN04-0005857 2026	Bluebeam Revu Core renewal subscription (15 users)	07/15/2026	4,702.50	08/10/2026	100-418-342 Tech Services-Other	726
Total 8999:					4,702.50			
AQUA BACKFLOW, INC								
8934	AQUA BACKFLOW, INC	2026-0227	Cross Connection Control Program Management Services	08/04/2026	931.00	08/07/2026	510-860-320 Prof Serv-Engineering	826
Total 8934:					931.00			
ARTISTIC FENCE								
2436	ARTISTIC FENCE	71394	Gate components	07/31/2026	329.55		510-840-614 Shop Supplies	726
Total 2436:					329.55			
AUTOZONE STORES LLC								
4473	AUTOZONE STORES LLC	3742602514	GOJO scrubbing towels for fleet (supplies)	08/04/2026	21.11		100-480-610 Automotive Supplies	826
4473	AUTOZONE STORES LLC	3742603714	wiper blades and engine air filter for marshall	08/06/2026	60.19		100-480-610 Automotive Supplies	826
Total 4473:					81.30			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	24742/5	Motor kit (3/4hp, 2 speed, 6600 cfm) and no-charge SS mini	07/29/2026	159.95	08/07/2026	520-810-614 Shop Supplies	726
20	BIG R OF FERNLEY	24744/5	Organizer and BD hex ball end wrench set	07/29/2026	40.98	08/07/2026	520-810-600 General Supplies	726
20	BIG R OF FERNLEY	24750/5	Knee pad, hose nozzles, chain saw chain, drill pump, hand tra	07/30/2026	109.92	08/07/2026	100-575-600 General Supplies	726
20	BIG R OF FERNLEY	24752/5	PVC Schedule 40 pipe and 1/2"" PVC fittings/adapters	07/30/2026	23.06	08/07/2026	510-810-614 Shop Supplies	726
20	BIG R OF FERNLEY	24767/5	Rubbing compound (10oz) and bonnet polish (5""–6"")	08/03/2026	21.97	08/07/2026	100-417-600 General Supplies	826
20	BIG R OF FERNLEY	24768/5	Bury hydrant (2') and bolt clamp (2-7/8"")	08/03/2026	142.98	08/07/2026	100-575-600 General Supplies	826
20	BIG R OF FERNLEY	24769/5	Drum liners, Husqvarna chains, and 100' farm & ranch hose (i	08/03/2026	134.94	08/07/2026	100-575-600 General Supplies	826
20	BIG R OF FERNLEY	24770/5	Sprayer (1 gal) and weed/grass RTU (gal) Spectracide	08/03/2026	34.98	08/07/2026	100-575-617 Chemical Supplies	826
20	BIG R OF FERNLEY	24772/5	Hillman fasteners (asst)	08/03/2026	3.58	08/07/2026	520-810-600 General Supplies	826
20	BIG R OF FERNLEY	24779/5	Garden hose 5/8"" x 25' and 1/2 HP transfer pump	08/04/2026	273.97		510-810-614 Shop Supplies	826
20	BIG R OF FERNLEY	24780/5	detergent and Energizer lithium batteries	08/04/2026	94.94	08/07/2026	510-840-614 Shop Supplies	826

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
20	BIG R OF FERNLEY	24782/5	Ratchet tie downs	08/04/2026	47.96	08/07/2026	100-575-600 General Supplies	826
20	BIG R OF FERNLEY	24786/5	Small animal bedding, cat food, cat litter, and coin battery	08/05/2026	95.49		100-525-600 General Supplies	826
20	BIG R OF FERNLEY	24793/5	Nylon S-braid rope, fuel mix, glass cleaner, and swivel bolt sn	08/06/2026	110.95	08/07/2026	100-575-600 General Supplies	826
20	BIG R OF FERNLEY	24796/5	Weed/grass RTU (gal) Spectracide	08/06/2026	14.99	08/07/2026	100-575-617 Chemical Supplies	826
20	BIG R OF FERNLEY	24799/5	Paint supplies (roller frame, 3pc brush set, and blank cover)	08/07/2026	24.46		100-417-600 General Supplies	826
20	BIG R OF FERNLEY	24813/5	WD40 Big Blast (18oz)	08/10/2026	47.96		100-475-600 General Supplies	826
20	BIG R OF FERNLEY	24816/5	Hardware – spikes and grade 5 bolt/nut/washer	08/10/2026	82.83		100-417-600 General Supplies	826
20	BIG R OF FERNLEY	24821/5	3pc 2-in-1 socket adapter set and 12V brushless impact kit	08/10/2026	188.98		100-475-600 General Supplies	826
	Total 20:				1,654.89			
BLUE BEACON INC								
200	BLUE BEACON INC	5230674	VacCon washed	07/31/2026	97.80		520-810-420 Outside Services	726
	Total 200:				97.80			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	60326-3	Utilities	06/16/2026	66.89	07/31/2026	510-850-550 Printing and Postage	626
6970	BOB'S PRINTING AND SIGNAGE	60326-3	Engineering	06/16/2026	536.88	07/31/2026	100-529-600 General Supplies	626
6970	BOB'S PRINTING AND SIGNAGE	60326-3	Planning	06/16/2026	340.13	07/31/2026	100-610-550 Printing and Postage	626
6970	BOB'S PRINTING AND SIGNAGE	60326-3	Utilities	06/16/2026	66.89	07/31/2026	520-850-550 Printing and Postage	626
6970	BOB'S PRINTING AND SIGNAGE	60326-3	Streets	06/16/2026	609.14	07/31/2026	100-475-550 Printing and Postage	626
6970	BOB'S PRINTING AND SIGNAGE	71026-1	Business cards & nameplates – Barry Williams (COO)	08/04/2026	1.12		100-528-600 General Supplies	826
6970	BOB'S PRINTING AND SIGNAGE	71026-1	Business cards & nameplates – Barry Williams (COO)	08/04/2026	1.68		100-480-600 General Supplies	826
6970	BOB'S PRINTING AND SIGNAGE	71026-1	Business cards & nameplates – Barry Williams (COO)	08/04/2026	12.36		100-417-550 Printing and Postage	826
6970	BOB'S PRINTING AND SIGNAGE	71026-1	Business cards & nameplates – Barry Williams (COO)	08/04/2026	10.67		100-575-550 Printing and Postage	826
6970	BOB'S PRINTING AND SIGNAGE	71026-1	Business cards & nameplates – Barry Williams (COO)	08/04/2026	25.54		520-850-550 Printing and Postage	826
6970	BOB'S PRINTING AND SIGNAGE	71026-1	Business cards & nameplates – Barry Williams (COO)	08/04/2026	4.27		100-475-550 Printing and Postage	826
6970	BOB'S PRINTING AND SIGNAGE	71026-1	Business cards & nameplates – Barry Williams (COO)	08/04/2026	56.76		510-850-550 Printing and Postage	826
6970	BOB'S PRINTING AND SIGNAGE	71026-1	Business cards & nameplate – Sydney Valiska (HR Technicia	08/04/2026	92.40		100-419-550 Printing and Postage	826
6970	BOB'S PRINTING AND SIGNAGE	72126-1	Business cards & nameplate – Christina Mulloy, Planning Tec	08/04/2026	92.40	08/07/2026	100-610-600 General Supplies	826
6970	BOB'S PRINTING AND SIGNAGE	72426-1	FR- Shirt- UT Electrician	07/30/2026	143.50	08/07/2026	520-850-600 General Supplies	726
6970	BOB'S PRINTING AND SIGNAGE	72426-1	FR- Shirt- UT Electrician	07/30/2026	143.50	08/07/2026	510-850-600 General Supplies	726
	Total 6970:				2,204.13			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	12044256	Facial tissue, disinfectant wipes, air freshener, bleach	07/31/2026	269.38	08/07/2026	100-417-612 Building Maint Supplies	726
8837	BRADY INDUSTRIES OF NEVADA LLC	12074670	Trash can liners, toilet paper, pet waste bags	08/07/2026	570.43		100-575-612 Building Maint Supplies	826
	Total 8837:				839.81			
CERRIS SYSTEMS RENO, INC.								
9033	CERRIS SYSTEMS RENO, INC.	8445	HSPS and Admin HVAC issues - Diagnose	07/30/2026	1,040.00	08/07/2026	510-840-424 Outside Serv-HVAC	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 9033:				1,040.00			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	7/2026	FINANCE-CREDIT CARD PROCESSING FEES 6291057	07/31/2026	1,198.08	08/10/2026	100-415-609 Credit Card Fees	726
8637	CHASE PAYMENTECH MERCHANT SERVICES	7/2026	SEWER-CREDIT CARD PROCESSING FEES 6181757	07/31/2026	3,909.64	08/10/2026	520-810-609 Credit Card Fees	726
8637	CHASE PAYMENTECH MERCHANT SERVICES	7/2026	WATER-CREDIT CARD PROCESSING FEES 6181757	07/31/2026	3,909.64	08/10/2026	510-810-609 Credit Card Fees	726
8637	CHASE PAYMENTECH MERCHANT SERVICES	7/2026	FINANCE-CREDIT CARD PROCESSING FEES 6291058	07/31/2026	110.20	08/10/2026	100-415-609 Credit Card Fees	726
	Total 8637:				9,127.56			
CITY OF CARSON CITY								
9166	CITY OF CARSON CITY	1	Safe Routes to School Master Plan local match	07/29/2026	1,400.81	08/07/2026	100-610-322 Prof Serv-Other	726
	Total 9166:				1,400.81			
CIVIC PLUS								
3028	CIVIC PLUS	384037	Online Code Hosting 10/1/2026–9/30/2027	10/01/2026	606.38		100-416-322 Prof Serv-Other	1026
	Total 3028:				606.38			
CSG FORTE PAYMENTS, INC								
8996	CSG FORTE PAYMENTS, INC	0016125261	FORTE CC MONTHLY STMT AND PROCESS FEES	07/31/2026	6.69	08/10/2026	100-417-420 Outside Services	726
8996	CSG FORTE PAYMENTS, INC	0016125261	FORTE CC MONTHLY STMT AND PROCESS FEES	07/31/2026	6.69	08/10/2026	100-575-420 Outside Services	726
8996	CSG FORTE PAYMENTS, INC	0016125262	FORTE CC MONTHLY STMT AND PROCESS FEES	07/31/2026	6.83	08/10/2026	100-575-420 Outside Services	726
8996	CSG FORTE PAYMENTS, INC	0016125262	FORTE CC MONTHLY STMT AND PROCESS FEES	07/31/2026	6.84	08/10/2026	100-417-420 Outside Services	726
	Total 8996:				27.05			
DAHL, RACHEL								
9140	DAHL, RACHEL	GIECALJ6-0001	Fernley Reporter Legal Notice #7680: 4th Quarter 2026 Total	08/11/2026	145.00		100-416-540 Advertising	826
	Total 9140:				145.00			
DOWL, LLC								
8931	DOWL, LLC	7363.30292.03-19	Invoice#2 Survey 123-GIS services water Jul–Aug 2026	08/07/2026	1,822.50		510-810-342 Tech Services-Other	826
8931	DOWL, LLC	7363.30583.01-30	On-Call Engineering Support July–August 2026	08/07/2026	6,093.00		100-610-320 Prof Serv-Engineering	826
8931	DOWL, LLC	7363.30583.01-31	Nevada Pacific Parkway 90% Review Services	08/07/2026	552.00		100-610-320 Prof Serv-Engineering	826
8931	DOWL, LLC	7382.30332.02-11	FPM23002 Stanley Drive Commercial map review	08/07/2026	555.75		100-610-320 Prof Serv-Engineering	826
	Total 8931:				9,023.25			
EMPIRE SOUTHWEST LLC								
9087	EMPIRE SOUTHWEST LLC	EMPS7587552	parts for AA 130G (socket, nut, cylinder and freight)	07/31/2026	5,733.45	08/07/2026	100-480-610 Automotive Supplies	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 9087:				5,733.45			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	80326	REIMB FOR ANNUAL BOOTS- S. MATHIS FY-26-27	08/03/2026	250.00	08/07/2026	100-528-616 Safety Supplies	826
8639	EMPLOYEES, CITY OF FERNLEY	80626	PER DIEM P. SPARKS TRI-STATE SEMINAR LAS VEGAS N	08/06/2026	372.00		510-840-582 Travel	826
	Total 8639:				622.00			
EVERON, LLC								
8979	EVERON, LLC	161369781	security equipment service agreement	07/29/2026	77.72	08/07/2026	510-840-420 Outside Services	726
	Total 8979:				77.72			
FERNLEY CHAMBER OF COMMERCE								
513	FERNLEY CHAMBER OF COMMERCE	7572	CSPM- Chambers Breakfast	07/28/2026	6.67		100-610-580 Training	726
513	FERNLEY CHAMBER OF COMMERCE	7572	CSPM- Chambers Breakfast	07/28/2026	6.66		100-605-580 Training	726
513	FERNLEY CHAMBER OF COMMERCE	7572	CSPM- Chambers Breakfast	07/28/2026	6.67		100-529-580 Training	726
	Total 513:				20.00			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-4678652	GASOLINE-COURT	07/31/2026	335.66		100-425-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4678652	GASOLINE-FACILITIES	07/31/2026	513.65		100-417-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4678652	GASOLINE-WD	07/31/2026	1,321.48		510-810-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4678652	GASOLINE-UT ADMIN SEWER	07/31/2026	478.22		520-850-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4678652	GASOLINE-FLEET	07/31/2026	180.37		100-480-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4678652	GASOLINE-CODE ENFORCEMENT	07/31/2026	145.06		100-615-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4678652	GASOLINE-WTP	07/31/2026	103.22		510-840-260 Other Benefits	726
18	FLYERS ENERGY, LLC	CFS-4678652	GASOLINE- UT BILLING WATER	07/31/2026	206.38		510-860-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4678652	GASOLINE-VECTOR	07/31/2026	160.65		100-528-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4678652	GASOLINE-UT ADMIN WATER	07/31/2026	679.53		510-850-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4678652	GASOLINE-STREETS	07/31/2026	2,299.01		100-475-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4678652	GASOLINE-BUILDING	07/31/2026	156.69		100-605-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4678652	GASOLINE-PARKS	07/31/2026	687.96		100-575-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4678652	GASOLINE-WW	07/31/2026	1,317.02		520-810-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4678652	GASOLINE- UT BILLING SEWER	07/31/2026	206.38		510-860-626 Gasoline	726
18	FLYERS ENERGY, LLC	CFS-4678652	GASOLINE-ANIMAL CONTROL	07/31/2026	288.44		100-525-626 Gasoline	726
	Total 18:				9,079.72			
GRAINGER								
252	GRAINGER	9023244438	Schedule 80 pvc bin stock	07/28/2026	483.29	08/07/2026	510-810-614 Shop Supplies	726
252	GRAINGER	9023244453	Manual 2-way PVC ball valves for northeast booster	07/28/2026	34.70	08/07/2026	510-840-614 Shop Supplies	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
252	GRAINGER	9024640386	Roll-up traffic signs for service truck	07/29/2026	780.74	08/07/2026	510-810-616 Safety Supplies	726
252	GRAINGER	9025573545	Lockout devices and portable lockout kits – general safety	07/30/2026	1,032.81	08/07/2026	520-850-600 General Supplies	726
252	GRAINGER	9025573545	Lockout devices and portable lockout kits – general safety	07/30/2026	1,032.81	08/07/2026	510-850-600 General Supplies	726
252	GRAINGER	9032656549	Solar power kit for Sage Ranch tank	08/05/2026	2,381.17		510-810-614 Shop Supplies	826
Total 252:					5,745.52			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	757440068	COMMUNICATIONS AUG 2026	08/01/2026	447.56	08/08/2026	100-417-530 Communications	826
Total 8838:					447.56			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	82720	10 PC RATCH SCREWDRIVER SET FOR SHOP	08/05/2026	140.24		100-480-600 General Supplies	826
Total 8987:					140.24			
HISKETT & SONS, LLC								
8487	HISKETT & SONS, LLC	130619	Concrete for 406 Dog Leg, Fernley	07/28/2026	930.17		100-475-420 Outside Services	726
Total 8487:					930.17			
HSA BANK								
9164	HSA BANK	AUG 2026-1	HSA EMPLOYEE CONTRIBUTIONS	08/07/2026	130.76	08/10/2026	100-218300 HSA Contribution Payable	826
9164	HSA BANK	W723415	HSA SERVICE FEES	08/04/2026	2.50	08/26/2026	100-610-322 Prof Serv-Other	826
9164	HSA BANK	W723415	HSA SERVICE FEES	08/04/2026	2.50	08/26/2026	100-415-322 Prof Serv-Other	826
9164	HSA BANK	W723415	HSA SERVICE FEES	08/04/2026	2.50	08/26/2026	100-414-420 Outside Services	826
9164	HSA BANK	W723415	HSA SERVICE FEES	08/04/2026	2.50	08/26/2026	510-840-420 Outside Services	826
Total 9164:					140.76			
IBEW Local 1245								
83	IBEW Local 1245	AUG 2026-1	UNION DUES, ONE HALF OF MONTH	08/07/2026	1,801.02	08/07/2026	100-219900 OTHER PAYROLL PAYABLES	826
Total 83:					1,801.02			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	AUG 2026-1	W/HOLD TAX PAYABLE, PAYROLL	08/07/2026	31,246.05	08/07/2026	100-212000 FEDERAL WITHHOLDING PAYAB	826
7879	INTERNAL REVENUE SERVICE	AUG 2026-1	MED TAX PAYABLE, PAYROLL	08/07/2026	8,497.06	08/07/2026	100-211000 FICA PAYABLE	826
7879	INTERNAL REVENUE SERVICE	AUG 2026-1	FICA TAX PAYABLE, PAYROLL	08/07/2026	229.02	08/07/2026	100-211000 FICA PAYABLE	826
Total 7879:					39,972.13			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
INTERNATIONAL INSTITUTE OF								
8184	INTERNATIONAL INSTITUTE OF	7312026	IIMC Membership dues	07/07/2026	220.00	07/31/2026	100-416-581 Dues and Memberships	726
	Total 8184:				220.00			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	909268-IN	OIL FOR FLEET	08/03/2026	1,726.20	08/07/2026	100-480-610 Automotive Supplies	826
	Total 4329:				1,726.20			
JAK NEVADA LLC								
9133	JAK NEVADA LLC	5- JUL 26	4 truck washes- Streets	07/31/2026	55.75	08/07/2026	100-475-420 Outside Services	726
9133	JAK NEVADA LLC	5- JUL 26	1 truck wash- Wastewater	07/31/2026	11.25	08/07/2026	520-810-420 Outside Services	726
	Total 9133:				67.00			
JNA CONSULTING GROUP LLC								
2953	JNA CONSULTING GROUP LLC	2026.044	Debt Management Policy FY27	07/30/2026	812.50	08/07/2026	510-810-322 Prof Serv-Other	726
2953	JNA CONSULTING GROUP LLC	2026.044	Debt Management Policy FY27	07/30/2026	812.50	08/07/2026	520-810-322 Prof Serv-Other	726
	Total 2953:				1,625.00			
KIMLEY-HORN AND ASSOCIATES, INC.								
8715	KIMLEY-HORN AND ASSOCIATES, INC.	192100009-0726	South Area Plan	07/31/2026	13,151.75		100-610-322 Prof Serv-Other	726
	Total 8715:				13,151.75			
LEHR AUTO								
9074	LEHR AUTO	SI135039	Emergency lighting and controls for 2026 Chevy Silverado 55	07/29/2026	3,683.09	08/07/2026	510-810-616 Safety Supplies	726
9074	LEHR AUTO	SI135040	Corner and traffic lights for 2026 Silverado 5500 fleet truck	07/29/2026	3,683.09	08/07/2026	100-475-616 Safety Supplies	726
	Total 9074:				7,366.18			
LICKETY SPLIT EXPRESS WASH, LLC								
9051	LICKETY SPLIT EXPRESS WASH, LLC	#10 BLD JUL 26	2 car washes	07/31/2026	22.00		100-605-420 Outside Services	726
9051	LICKETY SPLIT EXPRESS WASH, LLC	#12 COURT JUL 26	2 car washes	07/31/2026	22.00		100-425-322 Prof Serv-Other	726
9051	LICKETY SPLIT EXPRESS WASH, LLC	#13 UTIL BILL JUL 26	2 truck washes	07/31/2026	11.00		510-860-420 Outside Services	726
9051	LICKETY SPLIT EXPRESS WASH, LLC	#13 UTIL BILL JUL 26	2 truck washes	07/31/2026	11.00		520-860-420 Outside Services	726
9051	LICKETY SPLIT EXPRESS WASH, LLC	#14 ENG JUL 26	3 car washes - Barry Williams	07/31/2026	.49		100-480-420 Outside Services	726
9051	LICKETY SPLIT EXPRESS WASH, LLC	#14 ENG JUL 26	3 car washes - Barry Williams	07/31/2026	7.51		520-850-420 Outside Services	726
9051	LICKETY SPLIT EXPRESS WASH, LLC	#14 ENG JUL 26	3 car washes - Barry Williams	07/31/2026	3.63		100-414-420 Outside Services	726
9051	LICKETY SPLIT EXPRESS WASH, LLC	#14 ENG JUL 26	3 car washes - Barry Williams	07/31/2026	16.66		510-850-420 Outside Services	726
9051	LICKETY SPLIT EXPRESS WASH, LLC	#14 ENG JUL 26	3 car washes - Barry Williams	07/31/2026	.33		100-528-322 Prof Serv-Other	726
9051	LICKETY SPLIT EXPRESS WASH, LLC	#14 ENG JUL 26	3 car washes - Barry Williams	07/31/2026	3.13		100-575-420 Outside Services	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
9051	LICKETY SPLIT EXPRESS WASH, LLC	#14 ENG JUL 26	3 car washes - Barry Williams	07/31/2026	1.25		100-475-420 Outside Services	726
9051	LICKETY SPLIT EXPRESS WASH, LLC	#3 STREETS JULY 26	1 truck wash	07/31/2026	11.00		100-475-420 Outside Services	726
9051	LICKETY SPLIT EXPRESS WASH, LLC	#4 WD JUL 26	4 truck washes	07/31/2026	52.00		510-810-420 Outside Services	726
9051	LICKETY SPLIT EXPRESS WASH, LLC	#6 UTDIR JUL 26	1 car wash	07/31/2026	5.50		510-850-420 Outside Services	726
9051	LICKETY SPLIT EXPRESS WASH, LLC	#6 UTDIR JUL 26	1 car wash	07/31/2026	5.50		520-850-420 Outside Services	726
Total 9051:					173.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	80501	3LB Drilling hammer, knee pads and supplies	07/27/2026	119.89		520-850-600 General Supplies	726
7650	LOWES CREDIT SERVICES	80501	3LB Drilling hammer, knee pads and supplies	07/27/2026	119.89		510-850-600 General Supplies	726
7650	LOWES CREDIT SERVICES	81527	GFCI 20A	07/28/2026	62.54		510-810-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	81979	Shop supplies - bucket and lid	07/28/2026	6.71		510-860-600 General Supplies	726
7650	LOWES CREDIT SERVICES	82949	Waste water – KB 20-gal compressor and fittings	07/28/2026	348.11		520-810-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	85950	Mayor's Office – paint and cleaning supplies	07/30/2026	63.15		100-417-600 General Supplies	726
7650	LOWES CREDIT SERVICES	94999	Water electrical supplies – GFCIs and wire for northeast boost	08/03/2026	280.34		510-850-600 General Supplies	826
7650	LOWES CREDIT SERVICES	95802	Paint and paint supplies – Facility	08/03/2026	114.61		100-417-600 General Supplies	826
7650	LOWES CREDIT SERVICES	96922-2026	General use electrical and protection tapes (GENERAL USE	07/21/2026	185.20		510-850-600 General Supplies	726
7650	LOWES CREDIT SERVICES	96922-2026	General use electrical and protection tapes (GENERAL USE	07/21/2026	185.19		520-850-600 General Supplies	726
7650	LOWES CREDIT SERVICES	970531	SDS Plus bit and wedges (Fleet) for water tender 61.	07/23/2026	29.89		100-126000 Intergovernmental Receivable	726
7650	LOWES CREDIT SERVICES	97567	Wastewater – lug wrench and paint tools	08/04/2026	57.89		520-810-614 Shop Supplies	826
7650	LOWES CREDIT SERVICES	981646-rcluhn	Paint, lumber, brushes, rollers, tape, screws – N.E booster	07/28/2026	605.06		510-810-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	982897 -RAUGAW PARKS	Paint and rollers	07/15/2026	242.71		100-417-600 General Supplies	726
7650	LOWES CREDIT SERVICES	983913	Roof edge, roofing nails, caulk, gap filler, exterior screws	07/29/2026	73.39		510-810-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	983926	Trim board for the booster	07/29/2026	41.38		510-810-614 Shop Supplies	726
7650	LOWES CREDIT SERVICES	99030	Maintenance supplies – heat shrink tubing and silicone sealan	08/05/2026	34.71		520-810-600 General Supplies	826
7650	LOWES CREDIT SERVICES	99116	Ugly trimmer line – Streets	08/05/2026	90.15		100-475-600 General Supplies	826
7650	LOWES CREDIT SERVICES	992109-qznfgr	Paint and rollers	07/06/2026	133.38		100-417-600 General Supplies	726
7650	LOWES CREDIT SERVICES	99467	ECU 20-oz. carpet adhesive	08/05/2026	20.88		100-417-600 General Supplies	826
7650	LOWES CREDIT SERVICES	99475	Parks – chainsaw file, chainsaw chain, Klein/Kobalt hand tool	08/05/2026	179.47		100-575-600 General Supplies	826
Total 7650:					2,994.54			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	TLT Jul 26	Transient Lodging Tax	07/31/2026	4,037.49		225-227010 TLT Payable to County	726
Total 106:					4,037.49			
LYON COUNTY RECORDER								
108	LYON COUNTY RECORDER	2060203	LIEN REL- 158 ROSECREST DR 02060203	08/10/2026	43.00		510-810-322 Prof Serv-Other	826
Total 108:					43.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	132943	Portable Restroom Maintenance	08/01/2026	160.00	08/07/2026	100-575-430 Outside Serv-Repair & Maint	826
8509	MARSHALL'S SEPTIC CARE	133009	residual solids hauling	08/05/2026	43,128.00		510-840-426 Outside Serv-Septic	826
8509	MARSHALL'S SEPTIC CARE	I32870	Portable Restroom Maintenance	07/30/2026	230.00	08/07/2026	100-575-420 Outside Services	726
8509	MARSHALL'S SEPTIC CARE	I32944	Portable Restroom Maintenance	08/01/2026	160.00	08/07/2026	100-575-430 Outside Serv-Repair & Maint	826
8509	MARSHALL'S SEPTIC CARE	I32945	Portable Restroom Maintenance	08/01/2026	800.00	08/07/2026	100-575-430 Outside Serv-Repair & Maint	826
8509	MARSHALL'S SEPTIC CARE	I32946	Portable Restroom Maintenance	08/01/2026	320.00	08/07/2026	100-575-430 Outside Serv-Repair & Maint	826
8509	MARSHALL'S SEPTIC CARE	I32947	Portable Restroom Maintenance	08/01/2026	320.00	08/07/2026	100-575-430 Outside Serv-Repair & Maint	826
8509	MARSHALL'S SEPTIC CARE	I32948	Portable Restroom Maintenance	08/01/2026	160.00	08/07/2026	100-575-430 Outside Serv-Repair & Maint	826
8509	MARSHALL'S SEPTIC CARE	I32949	Portable Restroom Service	08/01/2026	160.00	08/07/2026	100-417-430 Outside Serv-Repair & Maint	826
	Total 8509:				45,438.00			
McMASTER-CARR SUPPLY CO.								
1445	McMASTER-CARR SUPPLY CO.	69405564	PARTS FOR FLEET	08/03/2026	41.87	08/07/2026	100-480-610 Automotive Supplies	826
	Total 1445:				41.87			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	TSM26001	FERNLEY GARDENS APPLICATION/MAP WITHDRAWN TS	08/10/2026	15,160.00		100-320-210 Planning and Zoning Fees	826
	Total 1111:				15,160.00			
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	198371	Dodge 7.29.26 (# OE)	07/29/2026	383.18	08/07/2026	100-525-322 Prof Serv-Other	726
	Total 6660:				383.18			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	378-6222026	Refund for invoice #450782, paid by credit card	06/22/2026	12.95-	08/07/2026	100-480-610 Automotive Supplies	626
58	NAPA AUTO & TRUCK PARTS	453349	Fleet – NAPA part (NTE FEFLDYEO)	07/30/2026	197.99	08/07/2026	100-480-610 Automotive Supplies	726
58	NAPA AUTO & TRUCK PARTS	453630	PARTS FOR FLEET- cabin air filter	08/04/2026	32.65	08/07/2026	100-480-610 Automotive Supplies	826
58	NAPA AUTO & TRUCK PARTS	453951	Disposable gloves – Waste Water	08/10/2026	30.60		520-810-600 General Supplies	826
58	NAPA AUTO & TRUCK PARTS	453989	PARTS FOR FLEET- cabin air filters	08/11/2026	81.70		100-480-610 Automotive Supplies	826
	Total 58:				329.99			
NEVADA COMMISSION ON ETHICS								
707	NEVADA COMMISSION ON ETHICS	N327-27-1	NCOE FY2026-27 Jul 26 Assessment	08/03/2026	3,894.85		100-412-322 Prof Serv-Other	826
	Total 707:				3,894.85			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Jul 26	Transient Lodging Tax	07/31/2026	2,422.49		225-227015 TLT Payable to State	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 6378:					2,422.49			
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	JUL 26	SOUTHWEST ARILINES; APWA FLIGHT B. WILLIAMS COO	07/31/2026	28.02	08/10/2026	100-475-582 Travel	726
8649	NSB - BANKCARD CENTER	JUL 26	SOUTHWEST ARILINES; APWA FLIGHT B. WILLIAMS COO	07/31/2026	372.39	08/10/2026	510-850-582 Travel	726
8649	NSB - BANKCARD CENTER	JUL 26	GETAWAYS SOUTHWEST; FLIGHT & HOTEL FOR SILVER	07/31/2026	214.63	08/10/2026	520-850-582 Travel	726
8649	NSB - BANKCARD CENTER	JUL 26	STAMPLI; JUN 2026	07/31/2026	1,059.00	08/10/2026	100-418-342 Tech Services-Other	726
8649	NSB - BANKCARD CENTER	JUL 26	APWA; 26-27 MEMBERSHIP B. WILLIAMS COO	07/31/2026	24.78	08/10/2026	100-480-322 Prof Serv-Other	726
8649	NSB - BANKCARD CENTER	JUL 26	APWA; 26-27 MEMBERSHIP B. WILLIAMS COO	07/31/2026	375.10	08/10/2026	520-850-581 Dues and Memberships	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; 6FT CONFERENCE TABLE FOR COO	07/31/2026	16.70	08/10/2026	100-475-600 General Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; 6FT CONFERENCE TABLE FOR COO	07/31/2026	222.02	08/10/2026	510-850-600 General Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	K-LOG; DESK SET FOR B. WILLIAMS COO	07/31/2026	111.24	08/10/2026	100-475-605 Minor Equipment	726
8649	NSB - BANKCARD CENTER	JUL 26	K-LOG; DESK SET FOR B. WILLIAMS COO	07/31/2026	1,478.35	08/10/2026	510-850-605 Minor Equipment	726
8649	NSB - BANKCARD CENTER	JUL 26	NEOGOV.COM; JOB POSTING FOR PUBLIC WORKS DIRE	07/31/2026	101.29	08/10/2026	100-417-540 Advertising	726
8649	NSB - BANKCARD CENTER	JUL 26	NEOGOV.COM; JOB POSTING FOR PUBLIC WORKS DIRE	07/31/2026	4.78	08/10/2026	520-850-550 Printing and Postage	726
8649	NSB - BANKCARD CENTER	JUL 26	NEOGOV.COM; JOB POSTING FOR CHIEF DEVELPMENT	07/31/2026	64.28	08/10/2026	100-610-540 Advertising	726
8649	NSB - BANKCARD CENTER	JUL 26	LIQUID SPRINGS; SUSPENSION PUMP FOR THE FIRE DE	07/31/2026	2,470.96	08/10/2026	100-126000 Intergovernmental Receivable	726
8649	NSB - BANKCARD CENTER	JUL 26	APWA; CONFERENCE REGISTRATION B. WILLIAMS COO	07/31/2026	12.98	08/10/2026	100-528-580 Training	726
8649	NSB - BANKCARD CENTER	JUL 26	PSI TESTING; D-2 TEST B. BRANDENBURG WD	07/31/2026	69.00	08/10/2026	510-810-580 Training	726
8649	NSB - BANKCARD CENTER	JUL 26	GETAWAYS SOUTHWEST; FLIGHT & HOTEL FOR SILVER	07/31/2026	214.63	08/10/2026	510-850-582 Travel	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; SCREEN PROTECTORS, SHARPIE GEL PENS,	07/31/2026	50.70	08/10/2026	510-810-601 Office Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	APWA; 26-27 MEMBERSHIP B. WILLIAMS COO	07/31/2026	62.79	08/10/2026	100-475-581 Dues and Memberships	726
8649	NSB - BANKCARD CENTER	JUL 26	APWA; 26-27 MEMBERSHIP B. WILLIAMS COO	07/31/2026	834.47	08/10/2026	510-850-581 Dues and Memberships	726
8649	NSB - BANKCARD CENTER	JUL 26	DRIVELINE; DRIVESHAFT REPAIR FL	07/31/2026	355.25	08/10/2026	100-480-610 Automotive Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	PAPER DIRECT; BUSINESS LICENSE CERTIFICATE PAPE	07/31/2026	326.92	08/10/2026	100-416-600 General Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; 6FT CONFERENCE TABLE FOR COO	07/31/2026	48.36	08/10/2026	100-417-600 General Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; 6FT CONFERENCE TABLE FOR COO	07/31/2026	41.77	08/10/2026	100-575-600 General Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	K-LOG; DESK SET FOR B. WILLIAMS COO	07/31/2026	322.01	08/10/2026	100-417-605 Minor Equipment	726
8649	NSB - BANKCARD CENTER	JUL 26	K-LOG; DESK SET FOR B. WILLIAMS COO	07/31/2026	278.10	08/10/2026	100-575-605 Minor Equipment	726
8649	NSB - BANKCARD CENTER	JUL 26	SOUTHWEST ARILINES; APWA FLIGHT B. WILLIAMS COO	07/31/2026	81.11	08/10/2026	100-417-582 Travel	726
8649	NSB - BANKCARD CENTER	JUL 26	SOUTHWEST ARILINES; APWA FLIGHT B. WILLIAMS COO	07/31/2026	70.05	08/10/2026	100-575-582 Travel	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; LARGE DRY ERASE BOARD T. LIVINGSTON FIN	07/31/2026	146.90	08/10/2026	100-415-600 General Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	NEOGOV.COM; JOB POSTING FOR PUBLIC WORKS DIRE	07/31/2026	9.15	08/10/2026	100-528-540 Advertising	726
8649	NSB - BANKCARD CENTER	JUL 26	NEOGOV.COM; JOB POSTING FOR CHIEF DEVELOPMEN	07/31/2026	54.72	08/10/2026	100-605-540 Advertising	726
8649	NSB - BANKCARD CENTER	JUL 26	DOMINO'S PIZZA; PARKS CLEAN UP WITH INMATES LUN	07/31/2026	69.21	08/10/2026	100-410-650 Community Support	726
8649	NSB - BANKCARD CENTER	JUL 26	APWA; CONFERENCE REGISTRATION B. WILLIAMS COO	07/31/2026	19.47	08/10/2026	100-417-580 Training	726
8649	NSB - BANKCARD CENTER	JUL 26	APWA; CONFERENCE REGISTRATION B. WILLIAMS COO	07/31/2026	294.65	08/10/2026	520-850-580 Training	726
8649	NSB - BANKCARD CENTER	JUL 26	NNDA; DATA CENTERS CONFERENCE MINDEN NV A. TO	07/31/2026	75.00	08/10/2026	100-412-580 Training	726
8649	NSB - BANKCARD CENTER	JUL 26	REMARKABLE; PAPER PURE BUNDLE O. HENKE UTDIR	07/31/2026	240.44	08/10/2026	510-850-601 Office Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	HYATT REGENCY CHICAGO; HOTEL STAY GFOA ANNUAL	07/31/2026	1,279.28	08/10/2026	100-415-582 Travel	726
8649	NSB - BANKCARD CENTER	JUL 26	SOUTHWEST ARILINES; APWA FLIGHT B. WILLIAMS COO	07/31/2026	7.37	08/10/2026	100-528-582 Travel	726
8649	NSB - BANKCARD CENTER	JUL 26	PSI TESTING; D-1 TESTING S. HOMME UT	07/31/2026	69.00	08/10/2026	510-860-580 Training	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; PENS, POST-IT NOTES, SCISSORS, HOLE PUN	07/31/2026	197.95	08/10/2026	100-419-600 General Supplies	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	JUL 26	APWA; 26-27 MEMBERSHIP B. WILLIAMS COO	07/31/2026	181.76	08/10/2026	100-417-581 Dues and Memberships	726
8649	NSB - BANKCARD CENTER	JUL 26	APWA; 26-27 MEMBERSHIP B. WILLIAMS COO	07/31/2026	156.98	08/10/2026	100-575-581 Dues and Memberships	726
8649	NSB - BANKCARD CENTER	JUL 26	APWA; CONFERENCE REGISTRATION B. WILLIAMS COO	07/31/2026	49.32	08/10/2026	100-475-580 Training	726
8649	NSB - BANKCARD CENTER	JUL 26	APWA; CONFERENCE REGISTRATION B. WILLIAMS COO	07/31/2026	655.49	08/10/2026	510-850-580 Training	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; FOAM BOARDS GIS	07/31/2026	175.96	08/10/2026	100-529-601 Office Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	AWWA; MEMBERSHIP O. HENKE UTDIR	07/31/2026	173.50	08/10/2026	520-850-581 Dues and Memberships	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; BATTERIES, DRY ERASE BOARDS FAC	07/31/2026	50.96	08/10/2026	100-417-600 General Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	K-LOG; DESK SET FOR B. WILLIAMS COO	07/31/2026	29.27	08/10/2026	100-528-605 Minor Equipment	726
8649	NSB - BANKCARD CENTER	JUL 26	ESTIPONA GROUP; SILVER STATE GRANTS & PROCURE	07/31/2026	150.00	08/10/2026	100-415-580 Training	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; 2- KEYBOARD & MOUSE CASES WD	07/31/2026	55.98	08/10/2026	510-810-601 Office Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	GETAWAYS SOUTHWEST; FLIGHT & HOTEL FOR SILVER	07/31/2026	429.26	08/10/2026	100-415-582 Travel	726
8649	NSB - BANKCARD CENTER	JUL 26	GRANDVIEW LAS VEGAS HOTEL; HOTEL STAY DEPOSIT	07/31/2026	501.72	08/10/2026	510-840-582 Travel	726
8649	NSB - BANKCARD CENTER	JUL 26	NEOGOV.COM; JOB POSTING FOR CHIEF DEVELOPMEN	07/31/2026	80.00	08/10/2026	100-529-540 Advertising	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; OFFICE CHAIR FOR O. HENKE UTDIR	07/31/2026	70.00	08/10/2026	520-850-601 Office Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	CONSTRUCTION EXAM CENTER; RESIDENTIAL BUILDIN	07/31/2026	1,700.00	08/10/2026	100-615-580 Training	726
8649	NSB - BANKCARD CENTER	JUL 26	SOUTHWEST ARILINES; APWA FLIGHT B. WILLIAMS COO	07/31/2026	11.06	08/10/2026	100-417-582 Travel	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; DESK AND HUTCH S. VALISKA HR	07/31/2026	839.98	08/10/2026	100-419-600 General Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; 6FT CONFERENCE TABLE FOR COO	07/31/2026	4.40	08/10/2026	100-528-600 General Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; 2- L-SHAPED DESKS, 2- BOOKCASES, DUAL M	07/31/2026	2,095.39	08/10/2026	100-615-601 Office Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	APWA; 26-27 MEMBERSHIP B. WILLIAMS COO	07/31/2026	16.52	08/10/2026	100-528-581 Dues and Memberships	726
8649	NSB - BANKCARD CENTER	JUL 26	APWA; CONFERENCE REGISTRATION B. WILLIAMS COO	07/31/2026	142.78	08/10/2026	100-417-580 Training	726
8649	NSB - BANKCARD CENTER	JUL 26	APWA; CONFERENCE REGISTRATION B. WILLIAMS COO	07/31/2026	123.31	08/10/2026	100-575-580 Training	726
8649	NSB - BANKCARD CENTER	JUL 26	ESTIPONA GROUP; SILVER STATE GRANTS & PROCURE	07/31/2026	75.00	08/10/2026	520-850-580 Training	726
8649	NSB - BANKCARD CENTER	JUL 26	NEOGOV.COM; JOB POSTING FOR PUBLIC WORKS DIRE	07/31/2026	13.53	08/10/2026	100-417-540 Advertising	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; 6FT CONFERENCE TABLE FOR COO	07/31/2026	99.80	08/10/2026	520-850-600 General Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	K-LOG; DESK SET FOR B. WILLIAMS COO	07/31/2026	43.91	08/10/2026	100-480-605 Minor Equipment	726
8649	NSB - BANKCARD CENTER	JUL 26	K-LOG; DESK SET FOR B. WILLIAMS COO	07/31/2026	664.53	08/10/2026	520-850-605 Minor Equipment	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; GLOVES FOR MARSHAL FMC	07/31/2026	109.42	08/10/2026	100-425-341 Pretrial Services Program	726
8649	NSB - BANKCARD CENTER	JUL 26	SOUTHWEST ARILINES; APWA FLIGHT B. WILLIAMS COO	07/31/2026	167.39	08/10/2026	520-850-582 Travel	726
8649	NSB - BANKCARD CENTER	JUL 26	SPRINGHILL SUITES; HOTEL STAY T. HALL INSP. TRAININ	07/31/2026	1,336.34	08/10/2026	100-605-582 Travel	726
8649	NSB - BANKCARD CENTER	JUL 26	NEOGOV.COM; JOB POSTING FOR PUBLIC WORKS DIRE	07/31/2026	36.02	08/10/2026	510-850-550 Printing and Postage	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; OFFICE CHAIR FOR O. HENKE UTDIR	07/31/2026	69.99	08/10/2026	510-850-601 Office Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	ZOOM; CMO MONTHLY SUBSCRIPTION	07/31/2026	217.00	08/10/2026	100-418-342 Tech Services-Other	726
8649	NSB - BANKCARD CENTER	JUL 26	ICC; EXAM VOUCHERS FOR B. ENGBRECHT & T. RICHAR	07/31/2026	510.00	08/10/2026	100-615-580 Training	726
8649	NSB - BANKCARD CENTER	JUL 26	ESRI; YEARLY ARCGIS RENEWAL GIS	07/31/2026	8,964.93	08/10/2026	100-418-342 Tech Services-Other	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; 6FT CONFERENCE TABLE FOR COO	07/31/2026	6.59	08/10/2026	100-480-600 General Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	GRAMMARLY; YEARLY SUBSCRIPTION RENEWAL A. NAV	07/31/2026	72.00	08/10/2026	520-850-342 Tech Services - Other	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; 2- ELONGATED TOILET SEATS FOR PARKS	07/31/2026	47.76	08/10/2026	100-575-600 General Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	ICC; RENEWAL OF 17 CERTIFICATES FOR C. BIRKEL BLD	07/31/2026	155.00	08/10/2026	100-605-580 Training	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; TOOL HOLDERS FL	07/31/2026	285.74	08/10/2026	100-480-600 General Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	ESTIPONA GROUP; SILVER STATE GRANTS & PROCURE	07/31/2026	75.00	08/10/2026	510-850-580 Training	726
8649	NSB - BANKCARD CENTER	JUL 26	NEOGOV.COM; JOB POSTING FOR PUBLIC WORKS DIRE	07/31/2026	34.23	08/10/2026	100-475-540 Advertising	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; EPOXY CONCRETE FLOOR PATCH PARKS	07/31/2026	562.58	08/10/2026	100-575-600 General Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	AMAZON; 1TB EXTERNAL HARD DRIVE ENG	07/31/2026	119.99	08/10/2026	100-529-601 Office Supplies	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	JUL 26	NNDA; DATA CENTERS CONFERENCE MINDEN NV MAYO	07/31/2026	75.00	08/10/2026	100-410-580 Training	726
8649	NSB - BANKCARD CENTER	JUL 26	REMARKABLE; PAPER PURE BUNDLE O. HENKE UTDIR	07/31/2026	240.44	08/10/2026	520-850-601 Office Supplies	726
8649	NSB - BANKCARD CENTER	JUL 26	GRAMMARLY; YEARLY SUBSCRIPTION RENEWAL A. NAV	07/31/2026	72.00	08/10/2026	510-850-342 Tech Services - Other	726
8649	NSB - BANKCARD CENTER	JUL 26	AWWA; MEMBERSHIP O. HENKE UTDIR	07/31/2026	173.50	08/10/2026	510-850-581 Dues and Memberships	726
	Total 8649:				33,696.15			
NUTRIEN AG SOLUTIONS								
3033	NUTRIEN AG SOLUTIONS	59110865	Late charge	08/11/2026	9.62		100-415-611 Late Fees	826
3033	NUTRIEN AG SOLUTIONS	59110865	Herbicide	08/11/2026	360.00		100-475-617 Supplies-Chemical	826
	Total 3033:				369.62			
NV ENERGY								
167	NV ENERGY	10601 AUG 26	80865908610601 ACH	07/30/2026	37.54	08/17/2026	100-475-622 Electricity	726
167	NV ENERGY	13818 JUL 26	34596405113818 ACH	07/25/2026	38.03	08/12/2026	100-475-622 Electricity	726
167	NV ENERGY	26093 AUG 26	34596402626093 ACH	08/04/2026	2,696.37	08/20/2026	100-575-622 Electricity	826
167	NV ENERGY	26100 AUG 26	34596502626100 ACH	08/04/2026	37,083.85	08/20/2026	510-810-622 Electricity	826
167	NV ENERGY	26100 AUG 26	34596502626100 ACH	08/04/2026	41.33	08/20/2026	520-810-622 Electricity	826
167	NV ENERGY	26445 JUL 26	34596505226445 ACH	07/24/2026	9,365.37	08/11/2026	510-840-622 Electricity	726
167	NV ENERGY	28458 JUL 26	34596505228458 ACH	07/24/2026	17,823.56	08/11/2026	510-840-622 Electricity	726
167	NV ENERGY	29499 AUG 26	1000213677906929499 ACH	07/29/2026	50.00	08/14/2026	100-475-622 Electricity	726
167	NV ENERGY	30672 JUL 26	213677908230672 ACH	07/25/2026	43.47	08/12/2026	100-575-622 Electricity	726
167	NV ENERGY	41110 AUG 26	82190403641110 ACH	08/04/2026	83.20	08/20/2026	520-810-622 Electricity	826
167	NV ENERGY	42683 AUG 26	82190404842683 ACH	08/04/2026	316.98	08/20/2026	510-810-622 Electricity	826
167	NV ENERGY	42683 AUG 26	82190404842683 ACH	08/04/2026	199.29	08/20/2026	100-575-622 Electricity	826
167	NV ENERGY	42683 AUG 26	82190404842683 ACH	08/04/2026	9,799.54	08/20/2026	520-810-622 Electricity	826
167	NV ENERGY	42683 AUG 26	82190404842683 ACH	08/04/2026	60.57	08/20/2026	100-475-622 Electricity	826
167	NV ENERGY	71493 JUL 26	271223607571493 ACH	07/25/2026	42.81	08/12/2026	100-575-622 Electricity	726
167	NV ENERGY	79481 JUL 26	82190405179481 ACH	07/25/2026	52.09	08/12/2026	520-810-622 Electricity	726
167	NV ENERGY	97731 JUL 26	213677908197731 ACH	07/25/2026	46.27	08/12/2026	100-575-622 Electricity	726
167	NV ENERGY	97899 AUG 26	80865904797899 ACH	08/04/2026	10,572.90	08/20/2026	100-475-622 Electricity	826
167	NV ENERGY	98954 AUG 26	82190405098954 ACH	08/04/2026	2,423.85	08/20/2026	520-810-622 Electricity	826
	Total 167:				90,777.02			
OFFICE DEPOT								
133	OFFICE DEPOT	472663845001	Office supplies – heavy-duty staple remover and push-type st	08/04/2026	20.72	08/07/2026	100-605-601 Office Supplies	826
133	OFFICE DEPOT	472683182001	Office supplies – mesh drawer organizer for scanning desk up	08/04/2026	14.15	08/07/2026	100-610-601 Office Supplies	826
133	OFFICE DEPOT	473978063001	Toner, post-it notes, note pads, wastebasket	07/31/2026	251.72	08/07/2026	100-610-601 Office Supplies	726
133	OFFICE DEPOT	476047356001	Engraved Box for dropox	08/04/2026	12.50		510-860-600 General Supplies	826
133	OFFICE DEPOT	476047356001	Engraved Box for dropox	08/04/2026	12.49		520-860-600 General Supplies	826
133	OFFICE DEPOT	476048494001	File Folders &SheetProtectors-Lina	08/03/2026	5.25		520-850-601 Office Supplies	826
133	OFFICE DEPOT	476048494001	File Folders &SheetProtectors-Lina	08/03/2026	7.46		510-850-601 Office Supplies	826

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	476048494001	File Folders &SheetProtectors-Lina	08/03/2026	7.46		520-850-601 Office Supplies	826
133	OFFICE DEPOT	476048494001	File Folders &SheetProtectors-Lina	08/03/2026	5.26		520-850-601 Office Supplies	826
133	OFFICE DEPOT	476350043001	Toner and office supplies	07/30/2026	168.97		100-525-601 Office Supplies	726
133	OFFICE DEPOT	476352747001	ACO07292026 USB	07/30/2026	54.12		100-525-601 Office Supplies	726
133	OFFICE DEPOT	476779004001	Facilities – Mesh Wall File Letter Black, office mailboxes	07/30/2026	50.75	08/07/2026	100-417-600 General Supplies	726
133	OFFICE DEPOT	476871385001	Office supplies - stapler, clips, folders, pencils, pens, batteries	07/24/2026	70.97	08/07/2026	100-610-601 Office Supplies	726
Total 133:					681.82			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-425132	new compressor for fire F-450	07/31/2026	330.21		100-126000 Intergovernmental Receivable	726
6230	O'REILLY AUTO PARTS	3599-425580	3042 AC ISSUE FIX	08/03/2026	39.22		100-126000 Intergovernmental Receivable	826
6230	O'REILLY AUTO PARTS	3599-425626	parts for fire dept.	08/03/2026	28.64		100-126000 Intergovernmental Receivable	826
6230	O'REILLY AUTO PARTS	3599-425798	shop supplies oil filters for fleet Silverado	08/04/2026	21.16		100-480-610 Automotive Supplies	826
6230	O'REILLY AUTO PARTS	3599-425898	parks for Chris's truck	08/05/2026	33.85		100-480-610 Automotive Supplies	826
6230	O'REILLY AUTO PARTS	3599-425977	expansion valve for 2002	08/05/2026	17.20		100-480-610 Automotive Supplies	826
6230	O'REILLY AUTO PARTS	3599-426814	new compressor for 2024 GMC Sierra 2500 HD fleet SEWER	08/10/2026	267.75		100-480-610 Automotive Supplies	826
6230	O'REILLY AUTO PARTS	3599-426975	oil cap for fleet Ram 1500 1011	08/11/2026	13.75		100-480-610 Automotive Supplies	826
Total 6230:					751.78			
PACIFIC OFFICE AUTOMATION								
8929	PACIFIC OFFICE AUTOMATION	7R03056-18	Utilities	06/02/2026	347.94	08/07/2026	520-810-550 Printing and Postage	626
8929	PACIFIC OFFICE AUTOMATION	7R03056-18	CAO	06/02/2026	695.88	08/07/2026	100-414-550 Printing and Postage	626
8929	PACIFIC OFFICE AUTOMATION	7R03056-18	Mayor	06/02/2026	347.94	08/07/2026	100-410-550 Printing and Postage	626
8929	PACIFIC OFFICE AUTOMATION	7R03056-18	Utilities	06/02/2026	347.94	08/07/2026	510-810-550 Printing and Postage	626
8929	PACIFIC OFFICE AUTOMATION	7R03056-18	Old FMC -Mayor	06/02/2026	695.88	08/07/2026	100-410-550 Printing and Postage	626
8929	PACIFIC OFFICE AUTOMATION	7R03056-18	HR	06/02/2026	347.94	08/07/2026	100-419-550 Printing and Postage	626
8929	PACIFIC OFFICE AUTOMATION	7R03056-18	Main	06/02/2026	695.88	08/07/2026	100-417-550 Printing and Postage	626
8929	PACIFIC OFFICE AUTOMATION	7R03056-18	Clerk	06/02/2026	695.88	08/07/2026	100-416-550 Printing and Postage	626
8929	PACIFIC OFFICE AUTOMATION	7R03056-20	Utilities	08/04/2026	347.94		510-860-550 Printing and Postage	826
8929	PACIFIC OFFICE AUTOMATION	7R03056-20	Old FMC -Mayor	08/04/2026	695.88		100-410-550 Printing and Postage	826
8929	PACIFIC OFFICE AUTOMATION	7R03056-20	Utilities	08/04/2026	347.94		520-860-550 Printing and Postage	826
8929	PACIFIC OFFICE AUTOMATION	7R03056-20	COA	08/04/2026	695.88		100-414-550 Printing and Postage	826
8929	PACIFIC OFFICE AUTOMATION	7R03056-20	clerk	08/04/2026	695.88		100-416-550 Printing and Postage	826
8929	PACIFIC OFFICE AUTOMATION	7R03056-20	HR	08/04/2026	347.94		100-419-550 Printing and Postage	826
8929	PACIFIC OFFICE AUTOMATION	7R03056-20	Main	08/04/2026	695.88		100-417-550 Printing and Postage	826
8929	PACIFIC OFFICE AUTOMATION	7R03056-20	Mayor	08/04/2026	347.94		100-410-550 Printing and Postage	826
8929	PACIFIC OFFICE AUTOMATION	7R03362-11	Utilities	08/04/2026	235.00		510-860-550 Printing and Postage	826
8929	PACIFIC OFFICE AUTOMATION	7R03362-11	Utilities	08/04/2026	235.00		520-860-550 Printing and Postage	826
8929	PACIFIC OFFICE AUTOMATION	7R03362-9	Utilities Billing	06/02/2026	235.00	08/07/2026	510-810-550 Printing and Postage	626
8929	PACIFIC OFFICE AUTOMATION	7R03362-9	Utilities Billing	06/02/2026	235.00	08/07/2026	520-810-550 Printing and Postage	626
8929	PACIFIC OFFICE AUTOMATION	7R03490-7	Clerk 7R03490 wide tek	06/02/2026	364.97	08/07/2026	100-416-441 Rentals	626
8929	PACIFIC OFFICE AUTOMATION	7R03490-7	Bldg 7R03491Prograf	06/02/2026	364.97	08/07/2026	100-605-550 Printing and Postage	626

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8929	PACIFIC OFFICE AUTOMATION	7R03490-9	Clerk 7R03490 wide tek	08/04/2026	364.97		100-416-441 Rentals	826
8929	PACIFIC OFFICE AUTOMATION	7R03490-9	Bldg 7R03491Prograf	08/04/2026	364.97		100-605-441 Rentals	826
8929	PACIFIC OFFICE AUTOMATION	7R03559-5	Bldg 7R03559	06/02/2026	207.00	08/07/2026	100-605-441 Rentals	626
8929	PACIFIC OFFICE AUTOMATION	7R03559-5	Clerk 7R03560 Cannon	06/02/2026	207.00	08/07/2026	100-416-441 Rentals	626
8929	PACIFIC OFFICE AUTOMATION	7R03559-7	Bldg 7R03559	08/04/2026	207.00		100-605-441 Rentals	826
8929	PACIFIC OFFICE AUTOMATION	7R03559-7	Clerk 7R03560 Cannon	08/04/2026	207.00		100-416-441 Rentals	826
8929	PACIFIC OFFICE AUTOMATION	7R03584-4	7R03584 Konica C251i	06/02/2026	98.44	08/07/2026	520-810-550 Printing and Postage	626
8929	PACIFIC OFFICE AUTOMATION	7R03584-4	7R03584 Konica C251i	06/02/2026	49.22	08/07/2026	510-840-550 Printing and Postage	626
8929	PACIFIC OFFICE AUTOMATION	7R03584-4	7R03584 Konica C251i	06/02/2026	49.22	08/07/2026	510-810-550 Printing and Postage	626
8929	PACIFIC OFFICE AUTOMATION	7R03584-6	7R03584 - Konika C25i-WTP	08/04/2026	196.88		510-840-550 Printing and Postage	826
8929	PACIFIC OFFICE AUTOMATION	AR00040121	Utilities Billing Printer - Charges for Copies BW Color	02/05/2026	475.22		510-810-550 Printing and Postage	226
8929	PACIFIC OFFICE AUTOMATION	AR00040121	Utilities Billing Printer - Charges for Copies BW Color	02/05/2026	475.21		510-840-550 Printing and Postage	226
8929	PACIFIC OFFICE AUTOMATION	AR00040121	Utilities Billing Printer - Charges for Copies BW Color	02/05/2026	950.43		520-810-550 Printing and Postage	226
Total 8929:					13,873.06			
PACIFIC STATES COMMUNICATIONS								
1325	PACIFIC STATES COMMUNICATIONS	512071	Agreement PSC One Call Platinum - Monthly Billing for Augus	08/01/2026	21,474.10	08/07/2026	100-418-342 Tech Services-Other	826
Total 1325:					21,474.10			
PITNEY BOWES, INC.								
2840	PITNEY BOWES, INC.	3322894682	LEASE - BUILDING	07/10/2026	37.33	08/26/2026	100-605-550 Printing and Postage	726
2840	PITNEY BOWES, INC.	3322894682	LEASE - MAYOR	07/10/2026	37.33	08/26/2026	100-410-550 Printing and Postage	726
2840	PITNEY BOWES, INC.	3322894682	LEASE - ANIMAL CONTROL	07/10/2026	37.33	08/26/2026	100-525-550 Printing and Postage	726
2840	PITNEY BOWES, INC.	3322894682	LEASE - PLANNING	07/10/2026	37.33	08/26/2026	100-610-550 Printing and Postage	726
2840	PITNEY BOWES, INC.	3322894682	LEASE - JUSTICE COURT	07/10/2026	37.33	08/26/2026	100-126000 Intergovernmental Receivable	726
2840	PITNEY BOWES, INC.	3322894682	LEASE - PARKS	07/10/2026	37.33	08/26/2026	100-575-550 Printing and Postage	726
2840	PITNEY BOWES, INC.	3322894682	LEASE - SEWER	07/10/2026	37.33	08/26/2026	520-850-550 Printing and Postage	726
2840	PITNEY BOWES, INC.	3322894682	LEASE - CODE ENFORCEMENT	07/10/2026	37.33	08/26/2026	100-615-550 Printing and Postage	726
2840	PITNEY BOWES, INC.	3322894682	LEASE - CLERK	07/10/2026	37.34	08/26/2026	100-416-550 Printing and Postage	726
2840	PITNEY BOWES, INC.	3322894682	LEASE - CITY ATTORNEY	07/10/2026	37.33	08/26/2026	100-414-550 Printing and Postage	726
2840	PITNEY BOWES, INC.	3322894682	LEASE - STREETS	07/10/2026	37.33	08/26/2026	100-475-550 Printing and Postage	726
2840	PITNEY BOWES, INC.	3322894682	LEASE - WATER	07/10/2026	37.33	08/26/2026	510-850-550 Printing and Postage	726
2840	PITNEY BOWES, INC.	3322894682	LEASE - COURT	07/10/2026	37.33	08/26/2026	100-425-550 Printing and Postage	726
2840	PITNEY BOWES, INC.	3322894682	LEASE - FINANCE	07/10/2026	37.33	08/26/2026	100-415-550 Printing and Postage	726
Total 2840:					522.63			
PORTER GROUP LLC								
8933	PORTER GROUP LLC	26 - COFNV - 8	August 26 Federal Lobbyist Contract	08/01/2026	6,000.00	08/07/2026	100-410-322 Prof Sev-Other	826
Total 8933:					6,000.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
PRIMO BRANDS								
4688	PRIMO BRANDS	6H8730273253	water service	08/08/2026	257.83		510-810-420 Outside Services	826
	Total 4688:				257.83			
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	AUG 2026	Retiree Insurance #819	08/04/2026	450.57		520-219910 OPEB Liability	826
	Total 143:				450.57			
RENO TYPE								
9136	RENO TYPE	185920	City of Fernley Water Service Line Update – notice mailing, e	07/26/2026	2,089.39	08/07/2026	510-810-550 Printing and Postage	726
	Total 9136:				2,089.39			
ROYAL CARPET ONE FLOOR & HOME								
8955	ROYAL CARPET ONE FLOOR & HOME	RF006233	City Hall offices carpet tile and rubber base installation	07/15/2026	7,661.77	08/07/2026	100-417-420 Outside Services	726
8955	ROYAL CARPET ONE FLOOR & HOME	RF006313	City Hall 4"" rubber base material and adhesive	08/11/2026	267.32		100-417-600 General Supplies	826
	Total 8955:				7,929.09			
SCOTTY'S TRANSMISSION								
1943	SCOTTY'S TRANSMISSION	3085424	Transmission replace & oil svc 2020 Ford F-450 Super Duty fi	07/31/2026	10,607.33	08/07/2026	100-126000 Intergovernmental Receivable	726
	Total 1943:				10,607.33			
SHAPE INCORPORATED								
9037	SHAPE INCORPORATED	70699B57058	E-One grinder pumps	07/30/2026	7,942.00	08/07/2026	520-810-615 E-One Supplies	726
	Total 9037:				7,942.00			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	188098	Sewer Master Plan Closeout	06/30/2026	1,912.50	07/31/2026	520-810-320 Prof Serv-Engineering	626
1897	SHAW ENGINEERING	188101	CoF - On-Call Engineering Support	06/30/2026	1,020.00	07/31/2026	520-810-320 Prof Serv-Engineering	626
1897	SHAW ENGINEERING	188102	CoF - WTP Microfiltration Rack System, Electrical System	06/30/2026	4,568.30	07/31/2026	510-166100 Construction In Progress	626
1897	SHAW ENGINEERING	188103	Ricci Tank 2 Construction Management	06/30/2026	12,770.19	07/31/2026	510-166100 Construction In Progress	626
1897	SHAW ENGINEERING	188104	WTP Chemical System Upgrades - Design Phase	06/30/2026	5,582.05	07/31/2026	510-166100 Construction In Progress	626
1897	SHAW ENGINEERING	188105	CoF WTP Compressed Air System Improvements - Facility R	06/30/2026	10,482.50	07/31/2026	510-166100 Construction In Progress	626
1897	SHAW ENGINEERING	188106	TWR1 Rehabilitation - Permitting and Bidding Support	06/30/2026	2,102.05	07/31/2026	510-166100 Construction In Progress	626
	Total 1897:				38,437.59			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN344793	WWTP Samples	07/29/2026	562.00	08/07/2026	520-810-423 Outside Serv-Analytical	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7856	SILVER STATE ANALYTICAL LABORATORIES	RN344864	WWTP Samples	07/30/2026	700.00	08/07/2026	520-810-423 Outside Serv-Analytical	726
7856	SILVER STATE ANALYTICAL LABORATORIES	RN344868	Truckee Canal Cryptosporidium and Giardia samples	07/30/2026	1,252.00	08/07/2026	510-840-423 Outside Serv-Analytical	726
7856	SILVER STATE ANALYTICAL LABORATORIES	RN344902	WWTP Samples	07/16/2026	303.00	08/07/2026	520-810-423 Outside Serv-Analytical	726
7856	SILVER STATE ANALYTICAL LABORATORIES	RN344959	WWTP Samples	07/22/2026	303.00		520-810-423 Outside Serv-Analytical	726
7856	SILVER STATE ANALYTICAL LABORATORIES	RN344969	August monthly samples	08/04/2026	325.00		510-810-423 Outside Serv-Analytical	826
7856	SILVER STATE ANALYTICAL LABORATORIES	RN344984	TPAS PFAS lab samples	08/05/2026	900.00	08/07/2026	510-840-423 Outside Serv-Analytical	826
7856	SILVER STATE ANALYTICAL LABORATORIES	RN345111	Well 9 and 9A chrome 6 samples	08/07/2026	280.00		510-810-423 Outside Serv-Analytical	826
7856	SILVER STATE ANALYTICAL LABORATORIES	RN345203	WWTP Samples	07/30/2026	303.00		520-810-423 Outside Serv-Analytical	726
	Total 7856:				4,928.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	121714	Graco Line Lazer V3900	07/29/2026	11,502.88	08/07/2026	100-475-615 Sign & Stripe Supplies	726
	Total 170:				11,502.88			
SLOANE CONSULTING GROUP LLC								
9145	SLOANE CONSULTING GROUP LLC	1198	Cemetery Master Plan Consultation Services – Site and Oper	07/31/2026	30,000.00	08/07/2026	100-576-320 Prof Serv-Engineering	726
	Total 9145:				30,000.00			
SMITH & LOVELESS, INC								
213	SMITH & LOVELESS, INC	206867	Loves lift station parts and valves	07/28/2026	1,940.62	08/07/2026	520-810-614 Shop Supplies	726
	Total 213:				1,940.62			
SNAP-ON INDUSTRIAL								
8735	SNAP-ON INDUSTRIAL	ARV/68835855	tools for shop	08/10/2026	299.10		100-480-600 General Supplies	826
	Total 8735:				299.10			
SOSU TV CORP								
8909	SOSU TV CORP	WC1771	Fernley Focus Videos - Monthly Retainer - Aug '26	08/01/2026	1,659.00	08/07/2026	100-410-322 Prof Sev-Other	826
	Total 8909:				1,659.00			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	49385 JUL 26	910004749385 ACH	07/28/2026	30.24	08/17/2026	510-810-621 Natural Gas	726
	Total 204:				30.24			
SPECIALIZED ELEVATOR CORP								
8751	SPECIALIZED ELEVATOR CORP	513093	Monthly Elevator Maintenance	08/01/2026	269.27	08/07/2026	100-417-430 Outside Serv-Repair & Maint	826

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 8751:				269.27			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	AUG 2026-1	CHILD SUPPORT	08/07/2026	319.84	08/07/2026	100-219900 OTHER PAYROLL PAYABLES	826
	Total 176:				319.84			
TALLAC LAW, LLP								
9091	TALLAC LAW, LLP	1554	outside legal criminal	06/30/2026	1,063.57	08/07/2026	100-414-310 Prof Serv-Legal	626
	Total 9091:				1,063.57			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2026400103473	sodium hypochlorite	07/30/2026	14,327.40		510-840-617 Chemical Supplies	726
8646	THATCHER COMPANY, INC.	2026400103600	Well 11 chemical delivery	08/05/2026	1,732.53		510-810-617 Chemical Supplies	826
8646	THATCHER COMPANY, INC.	2026400103601	WWTP chlorine	08/05/2026	10,395.22		520-810-617 Chemical Supplies	826
8646	THATCHER COMPANY, INC.	2026400103685	Well 14 chemical delivery	08/07/2026	3,465.05		510-810-617 Chemical Supplies	826
8646	THATCHER COMPANY, INC.	2026400103686	Well 13 chemical delivery	08/07/2026	2,425.88		510-810-617 Chemical Supplies	826
8646	THATCHER COMPANY, INC.	2026400103687	NE Booster chemical delivery	08/07/2026	3,465.05		510-810-617 Chemical Supplies	826
	Total 8646:				35,811.13			
UNION PACIFIC RAILROAD COMPANY								
185	UNION PACIFIC RAILROAD COMPANY	90161753	UPRR Reimbursement Agreement	05/11/2026	842.44	08/07/2026	100-475-322 Prof Serv-Other	526
	Total 185:				842.44			
US BANK								
8510	US BANK	3266571 7/26	2017 SERIES BOND PAYMENT - WATER INT	07/30/2026	57,912.50	07/30/2026	510-800-860 Interest Expense	726
8510	US BANK	3266571 7/26	2016 SERIES BOND PAYMENT- WATER INT	07/30/2026	130,275.00	07/30/2026	510-800-860 Interest Expense	726
	Total 8510:				188,187.50			
USA BLUEBOOK								
464	USA BLUEBOOK	INV01116804	FiberCurve marking posts and blue marking whiskers for wate	07/29/2026	453.19	08/07/2026	510-810-614 Shop Supplies	726
	Total 464:				453.19			
USA TODAY MEDIA CORP								
152	USA TODAY MEDIA CORP	7809106	2025 CCR Report	07/31/2026	124.86	08/07/2026	510-840-540 Advertising	726
152	USA TODAY MEDIA CORP	7809106	2025 CCR Report	07/31/2026	124.86	08/07/2026	510-810-540 Advertising	726
152	USA TODAY MEDIA CORP	7809106	Bill #389 adopted	07/31/2026	72.00	08/07/2026	100-416-540 Advertising	726
152	USA TODAY MEDIA CORP	7809106	Bill #388 adopted	07/31/2026	115.32	08/07/2026	100-416-540 Advertising	726

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
152	USA TODAY MEDIA CORP	7809146	Legal ads - July 2026	07/31/2026	310.44	08/07/2026	100-610-540 Advertising	726
Total 152:					747.48			
UTILITY DEPOSITS								
2202	UTILITY DEPOSITS	10.9903.01	CREDIT BALANCE	05/14/2026	104.98	07/31/2026	010-115100 Cash Clearing-Utilities	526
2202	UTILITY DEPOSITS	10186702	CREDIT BALANCE	08/07/2026	43.68		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	10303208	SEWER DEPOSIT REFUND	07/31/2026	46.16	08/07/2026	520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	109952.01	CREDIT BALANCE	07/28/2026	78.32	07/31/2026	010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	10995201	WATER DEPOSIT REFUND	07/20/2026	75.00	07/31/2026	510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	10995201	SEWER DEPOSIT REFUND	07/20/2026	80.00	07/31/2026	520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	11397310	CREDIT BALANCE	08/07/2026	112.61		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	11594607	CREDIT BALANCE	08/10/2026	105.43		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	11679520	SEWER DEPOSIT REFUND	07/31/2026	33.74	08/07/2026	520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	13474119	CREDIT BALANCE	07/16/2026	148.02		010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	13481207	SEWER DEPOSIT REFUND	08/03/2026	23.61	08/07/2026	520-228200 Customer Deposits	826
2202	UTILITY DEPOSITS	13889507	SEWER DEPOSIT REFUND	07/30/2026	32.98	08/07/2026	520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	13927303	CREDIT BALANCE	08/10/2026	121.42		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	13989801	CREDIT BALANCE	08/10/2026	83.32		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	14356216	CREDIT BALANCE	08/07/2026	322.07		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	145464.08	CREDIT BALANCE	08/10/2026	6.66		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	14546408	SEWER DEPOSIT REFUND	08/05/2026	80.00		520-228200 Customer Deposits	826
2202	UTILITY DEPOSITS	14546408	WATER DEPOSIT REFUND	08/05/2026	51.45		510-228200 Customer Deposits	826
2202	UTILITY DEPOSITS	16471115	CREDIT BALANCE	08/10/2026	100.19		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	16621217	CREDIT BALANCE	08/10/2026	110.17		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	16693114	SEWER DEPOSIT REFUND	08/03/2026	19.47	08/07/2026	520-228200 Customer Deposits	826
2202	UTILITY DEPOSITS	16723921	SEWER DEPOSIT REFUND	07/28/2026	80.00	07/31/2026	520-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	16723921	CREDIT BALANCE	07/28/2026	155.43	07/31/2026	010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	16723921	WATER DEPOSIT REFUND	07/28/2026	75.00	07/31/2026	510-228200 Customer Deposits	726
2202	UTILITY DEPOSITS	16842906	WATER DEPOSIT REFUND	08/04/2026	7.46	08/07/2026	510-228200 Customer Deposits	826
2202	UTILITY DEPOSITS	16842906	SEWER DEPOSIT REFUND	08/04/2026	80.00	08/07/2026	520-228200 Customer Deposits	826
2202	UTILITY DEPOSITS	16974302	CREDIT BALANCE	08/10/2026	49.76		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	18570518	SEWER DEPOSIT REFUND	08/01/2026	42.78	08/07/2026	520-228200 Customer Deposits	826
2202	UTILITY DEPOSITS	21.9871.01	CREDIT BALANCE	08/10/2026	58.17		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	21.9914.01	CREDIT BALANCE	08/10/2026	17.68		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	21.9917.01	CREDIT BALANCE	08/10/2026	17.68		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	21.9918.01	CREDIT BALANCE	08/07/2026	122.98		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	21.9919.01	CREDIT BALANCE	08/07/2026	108.84		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	21.9921.01	CREDIT BALANCE	08/07/2026	129.54		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	21.9934.01	WATER DEPOSIT REFUND	08/07/2026	75.00		510-228200 Customer Deposits	826
2202	UTILITY DEPOSITS	21.9934.01	SEWER DEPOSIT REFUND	08/07/2026	80.00		520-228200 Customer Deposits	826
2202	UTILITY DEPOSITS	21897306	CREDIT BALANCE	08/06/2026	67.99	08/07/2026	010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	21993401	CREDIT BALANCE	08/10/2026	80.26		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	30600114	WATER DEPOSIT REFUND	07/30/2026	1,450.14	08/07/2026	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	6938502	CREDIT BALANCE	08/10/2026	64.02		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	7451407	CREDIT BALANCE	08/07/2026	276.31		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	7452008	CREDIT BALANCE	07/28/2026	351.55	07/31/2026	010-115100 Cash Clearing-Utilities	726
2202	UTILITY DEPOSITS	7608022	CREDIT BALANCE	08/10/2026	63.47		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	9149317	CREDIT BALANCE	08/07/2026	209.20		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	9200609	CREDIT BALANCE	08/05/2026	31.03	08/07/2026	010-115100 Cash Clearing-Utilities	826
Total 2202:					5,473.57			
VERUS ASSOCIATES NEVADA, LLC								
8606	VERUS ASSOCIATES NEVADA, LLC	3120	WTP SCADA Support	08/07/2026	2,671.38		510-840-429 Outside Serv-SCADA	826
Total 8606:					2,671.38			
VESTIS								
1895	VESTIS	5980392416	floor mat service	07/28/2026	40.21	07/31/2026	510-810-420 Outside Services	726
1895	VESTIS	5980393862	shirt contract	08/04/2026	120.42	08/07/2026	100-480-420 Outside Services	826
1895	VESTIS	5980393863	SHOP MAT SERVICE	08/04/2026	121.81	08/07/2026	100-475-420 Outside Services	826
1895	VESTIS	5980393864	Clothing/Mats	08/04/2026	113.75	08/07/2026	100-475-420 Outside Services	826
1895	VESTIS	5980393865	floor mat service	08/04/2026	40.21		510-810-420 Outside Services	826
1895	VESTIS	5980393867	Floor Mats	08/04/2026	264.14	08/07/2026	100-417-420 Outside Services	826
1895	VESTIS	5980395264	shirt contract	08/11/2026	119.06		100-480-420 Outside Services	826
1895	VESTIS	5980395265	Clothing/Mats	08/11/2026	71.49		100-475-420 Outside Services	826
Total 1895:					891.09			
VORTEX DOORS LLC								
9154	VORTEX DOORS LLC	40 - 2280228	Rolling Meadows Lift Station door service	07/09/2026	424.00		510-840-430 Outside Serv-Repair & Maint	726
9154	VORTEX DOORS LLC	40 - 2280229	Wastewater Treatment Plant door service	07/09/2026	530.00		520-810-430 Outside Serv-Repair & Maint	726
9154	VORTEX DOORS LLC	40 - 2280230	West Lift Station door service	07/09/2026	530.00		520-810-430 Outside Serv-Repair & Maint	726
9154	VORTEX DOORS LLC	40 - 2280245	East Lift Station door service – includes material and labor	07/09/2026	530.00		520-810-430 Outside Serv-Repair & Maint	726
Total 9154:					2,014.00			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	AUG 2026-1	ROTH IRA	08/07/2026	190.00	08/07/2026	100-215000 457 PAYABLE	826
8591	VOYA FINANCIAL	AUG 2026-1	DEFERRED COMPENSATION, 457	08/07/2026	5,177.30	08/07/2026	100-215000 457 PAYABLE	826
8591	VOYA FINANCIAL	JUL 2026-2	ROTH IRA	07/24/2026	190.00	07/31/2026	100-215000 457 PAYABLE	726
8591	VOYA FINANCIAL	JUL 2026-2	DEFERRED COMPENSATION, 457	07/24/2026	5,177.30	07/31/2026	100-215000 457 PAYABLE	726
Total 8591:					10,734.60			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	25001 AUG 26	6-82646-25001	08/03/2026	1,011.00		100-475-412 Utility Serv-Refuse	826

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
447	WASTE MANAGEMENT	33001 AUG 26	11-60772-33001	08/05/2026	169.99		100-417-412 Utility Serv-Refuse	826
447	WASTE MANAGEMENT	33005 AUG 26	11-60745-33005	08/05/2026	45.13		510-840-412 Utility Serv-Refuse	826
447	WASTE MANAGEMENT	33009 AUG 26	11-60774-33009	08/05/2026	139.08		510-810-412 Utility Serv-Refuse	826
447	WASTE MANAGEMENT	43003 AUG 26	11-60760-43003	08/05/2026	69.54		520-810-412 Utility Serv-Refuse	826
447	WASTE MANAGEMENT	65007 AUG 26	6-82641-65007	08/03/2026	409.39		100-575-412 Utility Serv-Refuse	826
447	WASTE MANAGEMENT	95009 AUG 26	8-29467-95009	08/03/2026	448.45		100-475-412 Utility Serv-Refuse	826
	Total 447:				2,292.58			
WEDCO, A DIVISION OF BORDER STATES								
3350	WEDCO, A DIVISION OF BORDER STATES	S100261882.001	basin mixer motors	08/05/2026	850.38		510-840-614 Shop Supplies	826
3350	WEDCO, A DIVISION OF BORDER STATES	S100261886.001	General use electrical and protection tapes (GENERAL USE	07/30/2026	171.45	08/07/2026	510-850-600 General Supplies	726
3350	WEDCO, A DIVISION OF BORDER STATES	S100261886.001	General use electrical and protection tapes (GENERAL USE	07/30/2026	171.45	08/07/2026	520-850-600 General Supplies	726
3350	WEDCO, A DIVISION OF BORDER STATES	S100263053.001	Wastewater electrical components for WW-Loves	08/04/2026	462.28		520-810-614 Shop Supplies	826
3350	WEDCO, A DIVISION OF BORDER STATES	S100263054.001	WW-Donner GFRBF-W Leviton 20AMP feed-through GFI whit	08/06/2026	83.06		520-810-614 Shop Supplies	826
3350	WEDCO, A DIVISION OF BORDER STATES	S100263396.001	Parts for well 9 electrical	08/05/2026	205.39		510-810-614 Shop Supplies	826
3350	WEDCO, A DIVISION OF BORDER STATES	S100263396.002	Parts for Well 9	08/06/2026	3.64		510-810-600 General Supplies	826
	Total 3350:				1,947.65			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2607-167206	gloves and leather gloves	07/30/2026	65.32	08/07/2026	510-810-616 Safety Supplies	726
8571	WESTERN INDUSTRIAL PARTS, INC.	2607-167207	FLEET SUPPLIES	07/30/2026	233.85	08/07/2026	100-480-610 Automotive Supplies	726
	Total 8571:				299.17			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	12355393-1	bin stock	07/31/2026	500.30		510-810-613 Meter Service Supplies	726
195	WESTERN NEVADA SUPPLY CO.	12359773	Bin stock	07/31/2026	1,328.12		510-810-613 Meter Service Supplies	726
195	WESTERN NEVADA SUPPLY CO.	12363536	Replacement full circle repair clamps bin stock	07/31/2026	774.18		510-810-613 Meter Service Supplies	726
195	WESTERN NEVADA SUPPLY CO.	12386779	G5 valve box	07/30/2026	424.05	08/07/2026	510-810-613 Meter Service Supplies	726
195	WESTERN NEVADA SUPPLY CO.	12386779	Omni H2 1000 gal fire hydrant meters	07/30/2026	5,242.64	08/07/2026	510-166100 Construction In Progress	726
195	WESTERN NEVADA SUPPLY CO.	12391225	Bin stock	08/07/2026	894.17		510-810-613 Meter Service Supplies	826
195	WESTERN NEVADA SUPPLY CO.	12392306	chemical dilution water softener salt	08/04/2026	658.35	08/07/2026	510-840-617 Chemical Supplies	826
	Total 195:				9,821.81			
WETLAB - WESTERN ENVIRON TESTING LAB								
8709	WETLAB - WESTERN ENVIRON TESTING LAB	26070048	WWTP samples – East Plant Influent and Effluent	07/16/2026	788.08	08/07/2026	520-810-423 Outside Serv-Analytical	726
8709	WETLAB - WESTERN ENVIRON TESTING LAB	26070832	WWTP samples – East Plant Influent and Effluent	07/29/2026	788.08	08/07/2026	520-810-423 Outside Serv-Analytical	726
8709	WETLAB - WESTERN ENVIRON TESTING LAB	26071119	WWTP samples – East Plant Influent and Effluent	07/30/2026	788.08		520-810-423 Outside Serv-Analytical	726
	Total 8709:				2,364.24			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
XPRESS BILL PAY LLC								
2468	XPRESS BILL PAY LLC	7/2026	CREDIT CARD PROCESSING FEES- WATER	07/31/2026	2,901.25	08/05/2026	510-810-609 Credit Card Fees	726
2468	XPRESS BILL PAY LLC	7/2026	CREDIT CARD PROCESSING FEES- SEWER	07/31/2026	2,901.25	08/05/2026	520-810-609 Credit Card Fees	726
	Total 2468:				5,802.50			
	Grand Totals:				754,338.07			

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

JUNE 17, 2026

1. INTRODUCTORY ITEMS

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

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Albert Torres, Councilman Ryan Hanan, Councilman Joe Mendoza, City Attorney Aaron Mouritsen, HR Manager Mitzi Carter, City Treasurer Robert Carson, Senior Planner Treston Rodriguez, Building Official Charity Birkel, Planning Director Michele Rambo, General Services Field Superviser Dalton Hearn, City Engineer Salvador Pleitez, Utilities Director Ozzie Henke, Deputy City Clerk Sandy Harris, Admin Specialist II Rachael Goetz. Acting City Manager Lydia Altick. **Absent:** Felicity Zoberski

1.3. Public Forum

John Reichlein had questions regarding item 6.3.

Jon Ringard requested that the council vote to cease work on Title 16 and to consider making it a civil penalty ordinance. He also had questions regarding the proposed Data Center.

Alisa Rhyno asked when the new cameras will be installed at the parks and if the restrooms will be opened after the cameras are installed. She also had suggestions on how to help keep vandalism out of the parks.

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO REMOVE 2.6 FROM THE CONSENT AGENDA AND PUT IT ON THE REGULAR AGENDA FOR DISCUSSION, REMOVE ITEM 6.3 AND RESCHEDULE IT FOR THE JULY 15TH MEETING AND REMOVE ITEM 10.1. **Action:** Approve, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Joe Mendoza. **Vote:** Passed, **Summary:** Yes 2, No 1, **Yes:** Councilman Torres, Councilman Mendoza, **No:** Councilman Hanan

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

Deputy City Clerk Sandy Harris read the Business Licenses.

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

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

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

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

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

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

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

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

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

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

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

2.15. Discussion and possible action to approve a professional services contract with Shaw Engineering. The contract will provide design services including permitting, geotechnical investigation, easement establishment and bidding support for the South Arm Interceptor, Phase 1 project. The cost of the contract is $649,900.00.

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

Motion: I MOVE TO APPROVE THE CONSENT AGENDA PULLING 2.6 FOR INDIVIDUAL DISCUSSION.
Action: Approve, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Joe Mendoza.
Vote: Passed, **Summary:** Yes 3 **Yes:** 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 Lyon County Sheriff's Office stated the sheriff's office is gearing up for the 4th of July and the 25th anniversary of the city. There will be a significant increase in staffing.

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, reported City Hall will be closed on Friday for Juneteenth. There was a cleanup done for the community garden project on Farm District Road. The Fernley Pet Pantry is accepting donations to assist local pet owners in need, please contact Animal Control. The city is celebrating its 25th anniversary with activities planned from July 1st to the 4th. The city is also selling commemorative coins and anniversary apparel.

Dalton Hearn, General Services Superintendent, spoke on behalf of the Public Works Dept. The Helipad is nearing completion. Streets are working on sidewalk repairs due to thermal expansion. The vector

department is working to mitigate mosquitoes with two aerial larvicide applications this year. Parks are actively targeting weeds with both mechanical and chemical efforts.

Ozzie Henke, Utilities Director, introduced himself and will have a more extensive report next meeting.

Charity Birkel, Building Official reported the Building Department had a total of 71 applications submitted. They collected a total of $76,685.76 in permit fees, for all the permits that were issued. The building inspectors completed 490 building inspections, and 4 of those were business license inspections. Code Enforcement took in a total of 95 complaints for the month of May and 89 cases were abated this month. There is currently 19 open code enforcement cases currently open.

Michele Rambo Planning Director reported they are holding interviews for the open positions, and they plan to be fully staffed soon.

Salvador Pleitez, City Engineer reported engineering, has issued several permits for utilities for the fire station at Duffy Road. The Cemetery waterline extension for the new committal building was also issued. Head works for the East Wastewater Treatment Plant, permit was issued.

Mitzi Carter, HR Manager, reported that the city currently has 10 positions that are open and actively recruiting for. They had internal interviews for the new HR Tech position. The city will be conducting interviews for the Chief Director of Operations and the Chief Operating Officer.

Trisha Livingston, Grant Administrator, is working on grant applications with the engineering office, for the Gustafson and the Tedford Bridges. They are also updating the current Grant Management Policy to reflect changes in the organization.

Councilman Ryan Hanan, announced on June 10th there was a ribbon cutting for What in Carnation at 45 West Cedar Street. He encouraged the public to go to Cityoffernley.org to see what events are happening for the 4th of July celebration.

Councilman Albert Torres attended the Fernley Senior Citizen Advisory Committee Fan Drive where they gave away 30 fans. The second fan drive give away is July 3rd at City Hall during the craft fair. The Senior Citizen Advisory Committee Ice Cream Social is on June 24th at the senior center from 11:30 – 12:30. The Fernley Convention and Tourism Authority meeting was Monday where they awarded $94,766.67 to 8 nonprofits for 9 different events. He also attended the NAS Fallon tour with Western Nevada Development District where he spent the afternoon with the Base.

Mayor Neal E. McIntyre reported the city will go through all the recommendations from the public regarding Title 16 and bring it back with those updates.

4. PROCLAMATIONS BY THE MAYOR

There were none.

5. PRESENTATIONS

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

The Matrix Design team is primary three people, Mr. Turnier, Brent Cox out of AZ and Shane Ammerman from Clark County. The comprehensive Master Plan is broad, comprehensive and long-range and flexible for future growth. The 2050 plan is a long-term policy document that outlines the city's vision for the future. The last City of Fernley Master Plan was updated in 2018; best practice is 5–7 years to update the plan. In this update, they will be looking at housing, land use, public facilities and services, open space, recreation, safety, transportation, and above-ground utilities plan and the Pioneer Trail Historic Resources. The role of City Council will be to provide feedback on the draft plan and hold public hearing meetings for the plan. There is a project website that will be used if there are any questions regarding the project. It will have an interactive map, and a questionnaire, email sign-ups and frequently asked questions. There will be 3 formal community meetings.

6. PUBLIC HEARINGS

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

Treston Rodriguez, Senior Planner, explained this project includes the addition of Section 4.1.3, to establish roadway design standards and implementation requirements. Revisions to Condition 4.K to modify the timing requirements for construction of the roadway connection to U.S. Highway 50A. And third, clarification of roadway construction. Dedication, maintenance, and reimbursement provisions.

Motion: BASED ON THE ANALYSIS PRESENTED IN THE STAFF REPORT, I MOVE TO APPROVE BILL 385 ASSOCIATED WITH THE FRIENDLY 5 PLAN UNIT DEVELOPMENT TO AMEND THE PD HANDBOOK INCLUDING THE ADDITION OF SECTION 4.1.3 AND REVISIONS TO CONDITION 4K TO ADJUST THE TIMING OF THE REQUIRED ROADWAY CONNECTION TO US 50 TO ALIGN WITH THE RECOMMENDATION OF THE PLANNING COMMISSION. **Action:** Approve, **Moved by:** Councilman Hanan, **Seconded by:** Councilman Mendoza. **Vote:** Passed, **Summary:** Yes 3, **Yes:** Councilman Torres, Councilman Hanan, Councilman Mendoza

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

Mitzi Carter, Human Resource Manager presented, Bill 385 is to amend the salaries for Mayor and Council.

Councilman Torres reiterated the initial wage study was requested in line when the legislature was able to adopt the bill to set a standard for the state, the mayor will make 80% of what the County Commissioner makes and then the council will get a percentage of that.

Don Mcquin asked what the commissions make yearly? He requests the salaries be transparent for the public.

Motion: I MOVE TO APPROVE THE ORDINANCE FOR SALARY ADJUSTMENT FOR THE MAYOR TO BE EQUAL TO THAT OF LYON COUNTY COMMISSION AND SALARY ADJUSTMENT FOR THE CITY COUNCIL TO BE AT 80% OF THE MAYORS SALARY BOTH EFFECTIVE NOVEMBER 2028 AND BOTH SET FORTH IN NRS 245.043.

Action: Approve, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 3 **Yes:** Councilman Torres, Councilman Hanan, Councilman Mendoza

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

Public comments:

Rick Nelson Mark IV stated he is very open to public comments and encouraged the public to read it and reach out to Mark IV or the City to ask any questions they may have.

7. ORDINANCES

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

Treston Rodriguz presented the first reading of Bill #388. The amendment updates the existing agreement to reflect the revised 293-unit duplex-style residential development, and outlines the developer's obligations related to public improvements, utilities, roadway improvements, emergency access, and associated infrastructure.

8. STAFF REPORTS

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

Sandy Harris, Deputy City Clerk, canvased the results of the 2026 primary election. The City of Fernley has 16,091 registered voters. 4,071 ballots were cast for this election. The overall turnout was 25.3%. The election was held according to the Nevada Secretary of State election standards. At this location, there were no mechanical or clerical errors discovered, and staff recommends the City Council take action to certify the results of the 2026 primary election.

Motion: I MOVE TO APPROVE THE STATEMENT OF VOTE FOR THE JUNE 9, 2026, PRIMARY ELECTION. **ACTION:** APPROVE, **MOVED BY:** COUNCILMAN RYAN HANAN, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 3 **Yes:** Councilman Torres, Councilman Hanan, Councilman Mendoza

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

Michelle Rambo, Planning Director stated currently there are no plans or official applications for data centers. This is a draft ordinance to get council input on future zoning codes. City staff have currently been working on two drafts for council to decide which one will benefit the city most.

Version 1 would allow data centers in industrial zones with a conditional use permit and a development agreement.

Version 2 includes the conditional use permit and the development agreement adding a zoning map amendment to apply a data center overlay district on top of the industrial zoning. Then this would be an action done by the Council prior to a conditional use permit and development agreement being submitted.

Motion: I MOVE TO APPROVE TO DIRECT STAFF TO CONTINUE GATHERING INFORMATION, SCHEDULE PUBLIC MEETINGS AND TOURS AT ACTUAL DATA CENTERS TO PRESENT A VERSION OF THIS ORDINANCE. **Action:** Approve, **Moved by:** Councilman Joe Mendoza, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 3, **Yes:** Councilman Torres, Councilman Hanan, Councilman Mendoza

9. RESOLUTIONS

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

Robert Carson, City Treasurer, presented.

Motion: I MOVE TO APPROVE RESOLUTION 26-012 AND COMMIT $3,996,000 FOR THE CITY OF FERNLEY FISCAL YEAR 2026 GENERAL FUND ENDING FUND BALANCE FOR THE PURPOSE OF FUNDING CAPITAL PROJECTS AND PURCHASING CAPITAL EQUIPMENT AND VEHICLES. **Action:** Approve, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Joe Mendoza. **Vote:** Passed, **Summary:** Yes 3, **Yes:** Councilman Torres, Councilman Hanan, Councilman Mendoza

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

Robert Carson, City Treasurer, presented the staff report. This change is necessary due to the reorganization that is beginning in fiscal year 2027. The new version aligns with the approved reorganization, and it allocates costs for services provided for employees of the general fund that provides services to the water and sewer enterprise fund.

Motion: I MOVE TO APPROVE RESOLUTION 26-013 AMENDING THE CITY OF FERNLEY COST ALLOCATION PLAN. **Action:** Approve, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 3 **Yes:** Councilman Torres, Councilman Hanan, Councilman Mendoza

10. ITEMS REQUESTED BY CITY COUNCIL MEMBERS

Councilman Torres requested information on the public restrooms be emailed to him for review.

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

This item was removed from the agenda.

11. PUBLIC FORUM

Anne Payne would like to see the city refine Title 16 and maybe implement a citizens advisory committee to bring everyone together.

Don Mcquin asked why the restrooms at the parks couldn't be opened. He suggested the parks department have set hours the restrooms would be open.

Tammi Dittman requested an update on the status of the fire hydrant inspections.

Mayor Neal E McIntyre closed the meeting by reminding the public and council about the by-laws to ensure Council members treat each other and the public with dignity, courtesy and respect.

12. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 7:12 PM

Approved by the Fernley City Council on August 19, 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 24, 2026

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilwoman Felicity Zoberski on Zoom, Councilman Albert Torres on Zoom, Councilman Ryan Hanan on Zoom, Councilman Joe Mendoza, City Attorney Aaron Mouritsen, HR Manager Mitzi Carter, City Treasurer Robert Carson, City Engineer Salvador Pleitez, Deputy City Clerk Sandy Harris, Admin Specialist II Rachael Goetz, Public Works Director Barry Williams, Grant Administrator Trisha Livingston, Acting City Manager Lydia Altick.

1.3. Public Forum

Alyssa Rhino came to make a correction on the record about the number of portable restrooms discussed in the last meeting. At the last meeting, she reported that the year-to-date costs were $274,000 and that is incorrect. The actual cost is $19,000.00. Barry Willaims reached out directly to clarify changes and upcoming implementations.

Barry Williams, Public Works Director, reported the restrooms will be open Monday through Friday between 7:00 am and 3:30 pm and on weekends and special events.

Tammy Dittman got notification that the hydrant reports would be ready July 24th.

1.4. (For Possible Action) Approval of Agenda

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

2. CONSENT

2.1. Possible Action to Approve a Professional Services Contract with Kimley Horn in an amount not to exceed $50,000 for grant application development assistance for the Gustafson and Tedford Bridge projects.

Motion: I MOVE TO APPROVE THE CONSENT AGENDA AS PRESENTED. **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. PRESENTATIONS

3.1. (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 presented the renewal for 26-27 and highlighted some of the changes this year. She read the addendum for Article 22 to state that a member giving a 120-day notice of withdrawal waives the two-

thirds vote requirement under Article 23A. What this means is in the interlocal agreement, the City must give pool a 120-day exit letter prior to renewal. The city has received additional services from POOL/PAC such as cyber assessments and training.

Motion: I MOVE TO APPROVE THE NEVADA PUBLIC AGENCY POOL AND APPROVED PAYMENT FOR $475,899.68 WITH A DEDUCTIBLE OF $2,000 PER CLAIM FOR FISCAL YEAR 2026 THROUGH 2027 FUNDS. **Action:** Approve, **Moved by:** Councilwoman Felicity Zoberski, **Seconded by:** Councilman Ryan Hanan **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Torres, Councilman Hanan, Councilman Mendoza, Councilwoman Zoberski

4. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

None

5. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

None

6. PUBLIC FORUM

None

7. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 5:17 PM

Approved by the Fernley City Council on August 19, 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 = 07/29/2026-08/12/2026

Business Name	DBA	Description	Occupation
Sage & Strand		**Hobby/Crafter, Sewing, Jewelry, Metal, Wood, Leather**	**E-commerce selling handmade home decor**
The Quilted Grove LLC		**Hobby/Crafter, Sewing, Jewelry, Metal, Wood, Leather**	**Sewing quilts, baby blankets, home decor, buy/sell fabrics**
Desert Surge Athletics, LLC	**Desert Surge Swim Club**	**Instruction/Classes/Tutoring Services**	**Year-round club swim team**
Stonehouse Drilling & Construction LLC		**Contractor**	**Water well drilling & pump service - Contractor 0069994**
Made From Scratch		**Hobby/Crafter, Sewing, Jewelry, Metal, Wood, Leather**	**Handmade items**
Vortex Doors LLC		**Repair Services**	**Commercial Door Repair Service**
Denise Celik		**In Home Personal Care**	**Home caregiver - non-medical**
Sierra Roots Woodworks LLC		**Contractor**	**Supply & install cabinets - contractor 0093386**
Granite Perfection, LLC		**Contractor**	**Fabricate and install granite/stone countertops -79355&79356**

Grand Totals: **9**

Report Criteria:
License.Status = "Active"
Business.Origination date = 07/29/2026-08/12/2026

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 19, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Treston Rodriguez**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:x	No:	Yes:	No: x	100-610-322

ACTION REQUESTED: Consent

AGENDA ITEM:

(For Possible Action) Discussion and possible approval of Amendment No. 1 to the Interlocal Agreement for the Safe Routes to School Planning Study between the City of Fernley and the Carson City Regional Transportation Commission, increasing the City's required local match from $5,000 to $5,750.

AGENDA ITEM BRIEF:

The proposed Amendment No. 1 to the Interlocal Agreement with the Carson City Regional Transportation Commission increases the City's maximum local match for the Safe Routes to School (SRTS) Planning Study by $750, from $5,000 to $5,750. No other provisions of the Agreement are modified.

RECOMMENDED MOTION:

I move to approve Amendment No. 1 to the Interlocal Agreement for the Safe Routes to School Planning Study between the City of Fernley and the Carson City Regional Transportation Commission, increasing the City's maximum local match from $5,000 to $5,750.

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:

No alternative motion language has been provided. The City Council may make any motion consistent with the

Fernley City Council rules and procedures.

BACKGROUND:

On August 6, 2025, the City Council approved an Interlocal Agreement with the Carson City Regional Transportation Commission (RTC) to participate in the Western Nevada Safe Routes to School (SRTS) Program and complete a Safe Routes to School Action Plan for five schools within the City of Fernley.

The SRTS Program is intended to improve pedestrian and bicycle safety for students traveling to and from school by evaluating existing conditions, identifying safety concerns, and developing recommendations for future infrastructure improvements. The completed Action Plan will help the City prioritize future pedestrian and bicycle improvements and support applications for future transportation-related grant funding.

RTC has requested approval of Amendment No. 1 to the Interlocal Agreement, which increases the City's maximum local match by $750, from $5,000 to $5,750. The proposed amendment modifies only the City's maximum local match. All other provisions of the Interlocal Agreement remain unchanged.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

- 23 U.S.C. § 402
- NRS 277.180

FINANCIAL IMPLICATIONS:

Approval of Amendment No. 1 increases the City's maximum local match for the Safe Routes to School Planning Study by $750, from $5,000 to $5,750. Funding is available within the General Fund (GL 100-610-322)

ATTACHMENTS:

1. Amendment No. 1 to Interlocal Agreement

Amendment No. 1 to
INTERLOCAL AGREEMENT FOR SAFE ROUTES TO SCHOOL PLANNING STUDY

This AMENDMENT is made and entered into on __August 19, 2026_____ between the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter "CITY"), and the CARSON CITY REGIONAL TRANSPORTATION COMMISSION, a political subdivision of the State of Nevada (hereinafter "RTC"). CITY and RTC may be individually referred to as "Party" and collectively referred to as "Parties."

WITNESSETH:

WHEREAS, on August 13, 2025, the Parties entered into an Interlocal Agreement for Safe Routes to School Planning Study ("AGREEMENT") to complete a Safe Routes to School Action Plan ("PLAN") for five (5) schools in the CITY; and

WHEREAS, CITY agreed to reimburse RTC for any local match paid for the PLAN.

WHEREAS, the Parties hereto desire to make certain amendments to the AGREEMENT.

NOW, THEREFORE, the Parties agree as follows:

A. Section 4, Paragraph F, is amended by increasing the dollar amount from Five Thousand and 00/100 Dollars ($5,000) to Five Thousand Seven Hundred Fifty and 00/100 Dollars ($5,750).

B. All of the other provisions of the AGREEMENT dated August 13, 2025, shall remain in full force and effect as if fully set forth herein.

(Remainder of this page is intentionally blank, signatures follow on next page)

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the _19_ day of __August_, 2026.

CARSON CITY REGIONAL TRANSPORTATION COMMUSSION	CITY OF FERNLEY, NEVADA
By: _____ Transportation Manager	By: _____ Neal E. McIntyre, Mayor
Attest:	
_____ RTC Deputy District Attorney	_____ CITY Attorney or Designee

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s).

BID SCHEDULE – BASE BID					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
1	MOBILIZATION / DEMOBILIZATION / CLEANUP	LS	1	356,000.00	356,000.00
2	OVER-EXCAVATION OF UNSUITABLE MATERIAL AND BACKFILL (CONTINGENT ITEM)	CY	1000	125.00	125,000.00
3	REMOVE AND REPLACE PCC SIDEWALK	SF	331	26.50	8,771.50
4	CONSTRUCT PCC RESIDENTIAL DRIVEWAY APRON	SF	811	40.00	32,440.00
5	CONSTRUCT PCC COMMERCIAL DRIVEWAY APRON	SF	5,014	36.00	180,504.00
6	CONSTRUCT PCC DRIVEWAY TRANSITION	SF	1,463	28.00	40,964.00
7	CONSTRUCT AC DRIVEWAY TRANSITION	SF	4,829	30.00	144,870.00
8	REMOVE AND REPLACE VALLEY GUTTER AND SPANDREL	SF	1,789	40.00	71,560.00
9	RECONSTRUCT ROADWAY SECTION	SF	181,053	7.25	1,312,634.25
10	PERMANENT BITUMINOUS ASPHALT PATCH	SF	9,055	5.30	47,991.50
11	2.5-INCH MILL AND OVERLAY	SF	82,878	3.25	269,353.50
12	REMOVE EXISTING CURB AND GUTTER, REPLACE W/ TYPE 1 CURB AND GUTTER	LF	3,449	74.50	256,950.50
13	REMOVE AND REPLACE PCC POST CURB	LF	445	78.00	34,710.00
14	INSTALL 4" SOLID YELLOW STRIPING	LF	770	1.00	770.00

Copyright © 2013 EJCDC. All rights reserved.

BID SCHEDULE – BASE BID					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
15	INSTALL 24" WHITE THERMOPLASTIC STOP BAR	LF	294	14.00	4,116.00
16	INSTALL PREFORMED THERMOPLASTIC GRADE CROSSING PAVEMENT MARKING SYMBOL	EA	4	450.00	1,800.00
17	INSTALL PREFORMED THERMOPLASTIC STOP LEGEND	EA	3	350.00	1,050.00
18	INSTALL NEW TRAFFIC SIGN, POST AND FOUNDATION	EA	9	800.00	7,200.00
19	REMOVE EXISTING TRAFFIC SIGN, POST AND FOUNDATION	EA	4	75.00	300.00
20	PROTECT AND ADJUST EXISTING TRAFFIC RATED WATER METER BOX TO NEW FINISH GRADE AND ADJUST EXISTING SETTER	EA	1	1,550.00	1,550.00
21	PROTECT AND RESET EXISTING TYPE 4R CATCH BASIN TO FINISH GRADE	EA	3	1,750.00	5,250.00
22	PROTECT AND ADJUST NEW OR EXISTING MANHOLE TO FINISH GRADE	EA	33	2,350.00	77,550.00
23	PROTECT AND ADJUST UTILITY VALVE BOX TO FINISH GRADE	EA	42	2,150.00	90,300.00
24	REMOVE AND REPLACE EXISTING SURVEY MONUMENT	EA	3	1,800.00	5,400.00
25	REMOVE AND REPLACE BOLLARD	EA	9	1,325.00	11,925.00
26	JACK AND BORE 8" SEWER WITH 18" CASING	LS	1	220,299.75	220,299.75
27	CHANNEL IMPROVEMENTS AT OUTLET HEADWALL (LYON DRIVE / INDUSTRIAL DRIVE)	LS	1	29,405.00	29,405.00
28	REMOVE AND REPLACE EXISTING FIRE HYDRANT	EA	2	13,850.00	27,700.00
29	INSTALL NEW TYPE I MANHOLE	EA	16	8,100.00	129,600.00

Copyright © 2013 EJCDC. All rights reserved.

BID SCHEDULE – BASE BID					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
30	INSTALL NEW TYPE V MANHOLE	EA	3	13,750.00	41,250.00
31	ACTIVE SEWER LATERAL VERIFICATION (CONTINGENT ITEM)	EA	6	574.00	3,444.00
32	INSTALL SANITARY SEWER LATERAL AND CLEANOUT	EA	2	5,065.00	10,130.00
33	INSTALL NEW PCC ENDWALL	EA	1	7,620.00	7,620.00
34	INSTALL NEW TYPE 3-R SDCB	EA	1	7,495.00	7,495.00
35	INSTALL NEW TYPE 4-R SDCB	EA	15	7,455.00	111,825.00
36	REMOVE AND REPLACE STORM DRAIN INFILTRATORS	EA	2	22,225.00	44,450.00
37	INSTALL 6" SDR-35 PVC SEWER	LF	8	285.00	2,280.00
38	INSTALL 8" SDR 35 PVC SEWER	LF	1,037	278.00	288,286.00
39	INSTALL 12" SDR 35 PVC SEWER OR STORM DRAIN	LF	2,467	335.00	826,445.00
40	INSTALL 15" SDR 35 PVC STORM DRAIN	LF	315	268.00	84,420.00
41	INSTALL 18" SDR 35 PVC STORM DRAIN	LF	10	608.00	6,080.00
42	INSTALL 24" SDR 35 PVC STORM DRAIN	LF	13	439.00	5,707.00
43	INSTALL 30" SDR 35 PVC SEWER OR STORM DRAIN	LF	26	716.00	18,616.00
44	INSTALL 10" AWWA C900 WATERLINE (CONTINGENT ITEM)	LF	6	734.00	4,404.00
45	INSTALL 12" AWWA C900 WATERLINE (CONTINGENT ITEM)	LF	48	444.00	21,312.00
46	INSTALL 12" BLIND FLANGE	EA	1	3,750.00	3,750.00

Copyright © 2013 EJCDC. All rights reserved.

BID SCHEDULE – BASE BID					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
47	INSTALL 10" GATE VALVE	EA	2	5,600.00	11,200.00
48	INSTALL 12" GATE VALVE	EA	1	6,900.00	6,900.00
49	INSTALL 10" TEE WITH 10"x12" REDUCER	EA	1	5,700.00	5,700.00
50	PERMANENT BITUMINOUS ASPHALT PATCH (FOR UTILITIES OUTSIDE RECONSTRUCT SECTION)	LF	329	16.00	5,264.00
51	REMOVE AND DISPOSE OF EXISTING ASBESTOS CONCRETE SANITARY SEWER PIPE (CONTINGENT ITEM)	LF	1053	117.00	123,201.00
52	CCTV VERIFICATION	LS	1	7,000.00	7,000.00
53	TRAFFIC CONTROL	LS	1	346,000.00	346,000.00
54	STORM WATER PROTECTION	WEEK	24	969.00	23,256.00
55	CONTRACT ALLOWANCE	LS	1	$350,000	$350,000
				Total BASE BID Price (Sum of Items 1 thru 55)	$5,862,000.00

TOTAL SUM FOR BASE BID (in written form) Five million eight hundred sixty two thousand

_____ Dollars and zero Cents

5.02 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bid item clarifications are located in Summary of Work Section 01110 of the Technical Specifications.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Copyright © 2013 EJCDC. All rights reserved.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Material Suppliers;

D. Affidavit of Preferential Bidder Status and Preference Bidding Certification Uniform Affidavit of Certification;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license prior to award of the contract.

F. Signed/dated copy of each addenda listed in the bid submittal.

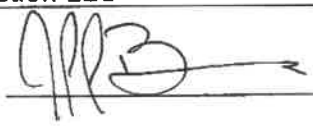
ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

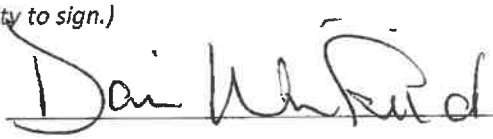
BIDDER: *[Indicate correct name of bidding entity]*

Q&D Construction LLC

By:
[Signature] 

[Printed name] Jeff Bean

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] 

[Printed name] Dani Winfield

Title: Project Administrator

Submittal Date: 4/30/2026

Address for giving notices:

1050 S. 21st Street

Sparks, NV 89431

Copyright © 2013 EJCDC. All rights reserved.

Telephone Number: (775) 786-2677

Fax Number: (775) 786-5136

Contact Name and e-mail address: Jeff Bean

President - Heavy/Civil

Bidder's/Contractors License No.: 0008197 A&B

++END OF BID SCHEDULE++

Copyright © 2013 EJCDC. All rights reserved.

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

THIS AGREEMENT is by and between **City of Fernley** ("Owner") and

Q & D Construction LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents.*

The Work generally includes but is not limited to: road reconstruction of Lyon Drive, Industrial Drive, and a portion of Salvadore Drive, driveway approaches, curb and gutter, pavement striping, sanitary sewer manholes, sanitary sewer main, storm drain catch basins, storm drain main and infiltrators, waterline and associated appurtenances, jack and bore underneath Union Pacific Railroad tracks, and all miscellaneous and incidental work necessary to complete the project in conformance with the contract documents.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *the* **Industrial Park Rehabilitation Project.**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Lumos & Associates, Inc**.

3.02 The Owner has retained **Lumos & Associates, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **120** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **145** calendar days after the date when the Contract Times commence to run.

Copyright © 2013 All rights reserved.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **$1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$500** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

Copyright © 2013 All rights reserved.

a. **95** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

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

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies,

Copyright © 2013 All rights reserved.

or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).
2. Performance bond (pages 1 to 4, inclusive).
3. Payment bond (pages 1 to 4, inclusive).
4. Other bonds. None
5. General Conditions (not attached but incorporated by reference).
6. Supplementary Conditions (not attached but incorporated by reference).
7. 2026 Prevailing Wage Rates: Northern Nevada Rural Counties (not attached but incorporated by reference).
8. Provisions of Nevada Revised Statute Chapter 338 (not attached but incorporated by reference).
9. City of Fernley Division of Safety Form (not attached but incorporated by reference).)
10. Specifications as listed in the table of contents of the Project Manual (not attached but incorporated by reference).
11. Drawings (not attached but incorporated by reference).
12. Addenda (numbers 1 to 1, inclusive).
13. Exhibits to this Agreement (Enumerated as follows):
    a. Contractors Bid (00410-1 thru 9)
14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.

Copyright © 2013 All rights reserved.

d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

Copyright © 2013 All rights reserved.

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee® and Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through the Supplementary Conditions.

B. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, P.L. 93-112, as amended, the age discrimination Act of 1975 and any relevant program-specific regulations (including those with anti-discrimination requirements), and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity or expression, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions). Such agreement shall include, but not be limited to the following: 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.

Copyright © 2013 All rights reserved.

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

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

OWNER:	CONTRACTOR:
_____	_____
(Authorized Signature)	*(Authorized Signature)*
By: _____	By: _____
(Printed Name)	*(Printed Name)*
Title: Mayor	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: City Clerk	Title: _____
Address for giving notices:	Address for giving notices:
City of Fernley	_____
595 Silver Lace Boulevard	_____
Fernley, NV 89408	_____
	License No.: _____ *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

Copyright © 2013 All rights reserved.

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER: **City of Fernley**
595 Silver Lace Blvd
Fernley, NV 89408

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*: **Industrial Park Rehabilitation Project**

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Copyright © 2013 National Society of Professional Engineers. All rights reserved.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

Copyright © 2013 National Society of Professional Engineers. All rights reserved.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

Copyright © 2013 National Society of Professional Engineers. All rights reserved.

++END OF PERFORMANCE BOND++

Copyright © 2013 National Society of Professional Engineers. All rights reserved.

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER: **City of Fernley**
595 Silver Lace Blvd
Fernley, NV 89408

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*: **Industrial Park Rehabilitation Project**

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Copyright © 2013 National Society of Professional Engineers. All rights reserved.

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in

Copyright © 2013 National Society of Professional Engineers. All rights reserved.

the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

Copyright © 2013 National Society of Professional Engineers. All rights reserved.

++END OF PAYMENT BOND++

Copyright © 2013 National Society of Professional Engineers. All rights reserved.

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
1	4/23/2026

Bidder shall include a signed/dated copy of each Addenda listed above in the bid submittal.

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

Copyright © 2013 EJCDC. All rights reserved.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

K. Bidder is aware that Project funding is being provided in whole or in part by the City of Fernley.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

   "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

Copyright © 2013 EJCDC. All rights reserved.

2. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

3. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Copyright © 2013 EJCDC. All rights reserved.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s).

BID SCHEDULE – BASE BID					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
1	MOBILIZATION / DEMOBILIZATION / CLEANUP	LS	1	356,000.00	356,000.00
2	OVER-EXCAVATION OF UNSUITABLE MATERIAL AND BACKFILL (CONTINGENT ITEM)	CY	1000	125.00	125,000.00
3	REMOVE AND REPLACE PCC SIDEWALK	SF	331	26.50	8,771.50
4	CONSTRUCT PCC RESIDENTIAL DRIVEWAY APRON	SF	811	40.00	32,440.00
5	CONSTRUCT PCC COMMERCIAL DRIVEWAY APRON	SF	5,014	36.00	180,504.00
6	CONSTRUCT PCC DRIVEWAY TRANSITION	SF	1,463	28.00	40,964.00
7	CONSTRUCT AC DRIVEWAY TRANSITION	SF	4,829	30.00	144,870.00
8	REMOVE AND REPLACE VALLEY GUTTER AND SPANDREL	SF	1,789	40.00	71,560.00
9	RECONSTRUCT ROADWAY SECTION	SF	181,053	7.25	1,312,634.25
10	PERMANENT BITUMINOUS ASPHALT PATCH	SF	9,055	5.30	47,991.50
11	2.5-INCH MILL AND OVERLAY	SF	82,878	3.25	269,353.50
12	REMOVE EXISTING CURB AND GUTTER, REPLACE W/ TYPE 1 CURB AND GUTTER	LF	3,449	74.50	256,950.50
13	REMOVE AND REPLACE PCC POST CURB	LF	445	78.00	34,710.00
14	INSTALL 4" SOLID YELLOW STRIPING	LF	770	1.00	770.00

Copyright © 2013 EJCDC. All rights reserved.

BID SCHEDULE – BASE BID					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
15	INSTALL 24" WHITE THERMOPLASTIC STOP BAR	LF	294	14.00	4,116.00
16	INSTALL PREFORMED THERMOPLASTIC GRADE CROSSING PAVEMENT MARKING SYMBOL	EA	4	450.00	1,800.00
17	INSTALL PREFORMED THERMOPLASTIC STOP LEGEND	EA	3	350.00	1,050.00
18	INSTALL NEW TRAFFIC SIGN, POST AND FOUNDATION	EA	9	800.00	7,200.00
19	REMOVE EXISTING TRAFFIC SIGN, POST AND FOUNDATION	EA	4	75.00	300.00
20	PROTECT AND ADJUST EXISTING TRAFFIC RATED WATER METER BOX TO NEW FINISH GRADE AND ADJUST EXISTING SETTER	EA	1	1,550.00	1,550.00
21	PROTECT AND RESET EXISTING TYPE 4R CATCH BASIN TO FINISH GRADE	EA	3	1,750.00	5,250.00
22	PROTECT AND ADJUST NEW OR EXISTING MANHOLE TO FINISH GRADE	EA	33	2,350.00	77,550.00
23	PROTECT AND ADJUST UTILITY VALVE BOX TO FINISH GRADE	EA	42	2,150.00	90,300.00
24	REMOVE AND REPLACE EXISTING SURVEY MONUMENT	EA	3	1,800.00	5,400.00
25	REMOVE AND REPLACE BOLLARD	EA	9	1,325.00	11,925.00
26	JACK AND BORE 8" SEWER WITH 18" CASING	LS	1	220,299.75	220,299.75
27	CHANNEL IMPROVEMENTS AT OUTLET HEADWALL (LYON DRIVE / INDUSTRIAL DRIVE)	LS	1	29,405.00	29,405.00
28	REMOVE AND REPLACE EXISTING FIRE HYDRANT	EA	2	13,850.00	27,700.00
29	INSTALL NEW TYPE I MANHOLE	EA	16	8,100.00	129,600.00

Copyright © 2013 EJCDC. All rights reserved.

BID SCHEDULE – BASE BID					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
30	INSTALL NEW TYPE V MANHOLE	EA	3	13,750.00	41,250.00
31	ACTIVE SEWER LATERAL VERIFICATION (CONTINGENT ITEM)	EA	6	574.00	3,444.00
32	INSTALL SANITARY SEWER LATERAL AND CLEANOUT	EA	2	5,065.00	10,130.00
33	INSTALL NEW PCC ENDWALL	EA	1	7,620.00	7,620.00
34	INSTALL NEW TYPE 3-R SDCB	EA	1	7,495.00	7,495.00
35	INSTALL NEW TYPE 4-R SDCB	EA	15	7,455.00	111,825.00
36	REMOVE AND REPLACE STORM DRAIN INFILTRATORS	EA	2	22,225.00	44,450.00
37	INSTALL 6" SDR-35 PVC SEWER	LF	8	285.00	2,280.00
38	INSTALL 8" SDR 35 PVC SEWER	LF	1,037	278.00	288,286.00
39	INSTALL 12" SDR 35 PVC SEWER OR STORM DRAIN	LF	2,467	335.00	826,445.00
40	INSTALL 15" SDR 35 PVC STORM DRAIN	LF	315	268.00	84,420.00
41	INSTALL 18" SDR 35 PVC STORM DRAIN	LF	10	608.00	6,080.00
42	INSTALL 24" SDR 35 PVC STORM DRAIN	LF	13	439.00	5,707.00
43	INSTALL 30" SDR 35 PVC SEWER OR STORM DRAIN	LF	26	716.00	18,616.00
44	INSTALL 10" AWWA C900 WATERLINE (CONTINGENT ITEM)	LF	6	734.00	4,404.00
45	INSTALL 12" AWWA C900 WATERLINE (CONTINGENT ITEM)	LF	48	444.00	21,312.00
46	INSTALL 12" BLIND FLANGE	EA	1	3,750.00	3,750.00

Copyright © 2013 EJCDC. All rights reserved.

BID SCHEDULE – BASE BID					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
47	INSTALL 10" GATE VALVE	EA	2	5,600.00	11,200.00
48	INSTALL 12" GATE VALVE	EA	1	6,900.00	6,900.00
49	INSTALL 10" TEE WITH 10"x12" REDUCER	EA	1	5,700.00	5,700.00
50	PERMANENT BITUMINOUS ASPHALT PATCH (FOR UTILITIES OUTSIDE RECONSTRUCT SECTION)	LF	329	16.00	5,264.00
51	REMOVE AND DISPOSE OF EXISTING ASBESTOS CONCRETE SANITARY SEWER PIPE (CONTINGENT ITEM)	LF	1053	117.00	123,201.00
52	CCTV VERIFICATION	LS	1	7,000.00	7,000.00
53	TRAFFIC CONTROL	LS	1	346,000.00	346,000.00
54	STORM WATER PROTECTION	WEEK	24	969.00	23,256.00
55	CONTRACT ALLOWANCE	LS	1	$350,000	$350,000
				Total BASE BID Price (Sum of Items 1 thru 55)	$5,862,000.00

TOTAL SUM FOR BASE BID (in written form) Five million eight hundred sixty two thousand

_____ Dollars and zero Cents

5.02 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bid item clarifications are located in Summary of Work Section 01110 of the Technical Specifications.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Copyright © 2013 EJCDC. All rights reserved.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Material Suppliers;

D. Affidavit of Preferential Bidder Status and Preference Bidding Certification Uniform Affidavit of Certification;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license prior to award of the contract.

F. Signed/dated copy of each addenda listed in the bid submittal.

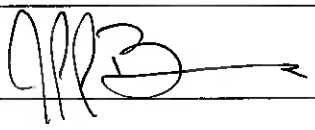
ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

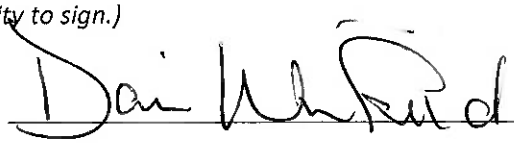
BIDDER: *[Indicate correct name of bidding entity]*

Q&D Construction LLC

By:
[Signature] 

[Printed name] Jeff Bean

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] 

[Printed name] Dani Winfield

Title: Project Administrator

Submittal Date: 4/30/2026

Address for giving notices:

1050 S. 21st Street

Sparks, NV 89431

Copyright © 2013 EJCDC. All rights reserved.

Telephone Number: (775) 786-2677

Fax Number: (775) 786-5136

Contact Name and e-mail address: Jeff Bean

President - Heavy/Civil

Bidder's/Contractors License No.: 0008197 A&B

++END OF BID SCHEDULE++

Copyright © 2013 EJCDC. All rights reserved.

++END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ++

Copyright © 2013 All rights reserved.

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 19, 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:

Discussion and possible Action to approve a Contract with Resource Concepts Inc. (RCI) for Water Rights Services for FY2026-2027 for an amount not to exceed $135,000.

AGENDA ITEM BRIEF:

The proposed contract is for Resource Concepts Inc. to provide water rights engineering services and water rights dedication services for FY2026/2027 (in compliance with established City of Fernley Council priorities) and to develop a water rights accounting database. The proposed contract amount is $135,000.

RECOMMENDED MOTION:

"I move to approve a Contract with Resource Concepts Inc. (RCI) for Water Rights Services for FY2026-2027 for an amount not to exceed $135,000."

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 decide not to approve the contract with RCI and provide direction to the Utilities Director and staff to search for other possible companies that provide water rights services.

BACKGROUND:

Currently, the City holds water rights for approximately 8,900 acre-feet annually (AFA) for groundwater in the Fernley Hydrographic Area and 2,100 AFA for groundwater in the Brady's Hot Springs Hydrographic Area. In addition, the city has approximately 10,200 AFA of Truckee River under Claim No. 3 of the Orr Ditch Decree. The City's current total volume of water rights for municipal purposes is approximately 21,200 AFA. These water rights are a significant asset to the City of Fernley and require ongoing maintenance of these rights in order to protect them from forfeiture. The City of Fernley also requires the review and processing of water rights dedications.

Resource Concepts Inc. will provide the following types of services:1. Water rights document processing, including applications for changes, temporary conditions, extensions and reports filed with the Nevada Division of Water Resources (NDWR); as well as tracking, reports, research and analysis of water rights data. The company also provides the City with representation during TROA and other local, state or federal meetings.

2. Develop and maintain a water rights accounting database to track ownership, assignments, transfers, and available water rights interests. By providing accurate record keeping, real-time reporting capabilities, and enhanced accessibility, the integrated database system will help ensure the integrity of the City's water rights inventory and improve the City's ability to manage its water portfolio in compliance with applicable regulatory requirements.

3. Additional water right related work as determined by the City.

Specifics for the above can be found in the attached staff report and Attachment A of the contract – Scope of Work. The fees for the contract are outlined into three tasks. Task 1 in the amount not to exceed $65,000 and Task 2 in the amount not to exceed $70,000 for a total amount for all both tasks not to exceed $135,000 (excluding state permit fees) for the annual contract. Council approved RCI for Water Rights Services for FY18-19, FY19-20, FY20-21, FY21-22, FY22-23 and FY23-24.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 625.050

FINANCIAL IMPLICATIONS:

Water rights engineering services were budgeted for FY2026-2027.

ATTACHMENTS:

1. FY26-27 RCI Engineering Water Rights Contract_draft

CONTRACT

A Contract For Professional Services

THIS CONTRACT is made and entered into this 19 day of August, 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 Resource Concepts Inc., a corporation, whose address is: 340 N. Minnesota St., Carson City NV 89703 ("Contractor").

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

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

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

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

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

2. **CONTRACTOR'S SERVICES.**

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

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

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

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

3. COMPENSATION AND TERMS OF PAYMENT.

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

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

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

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

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

If to Contractor: Resource Concepts Inc.
340 N. Minnesota St.
Carson City NV 89703

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: $ _____
2. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the City only.

COF CTR

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: _____

APPROVED AS TO FORM:

Dated: _____

_____
City Attorney

ATTEST: _____
City Clerk

Dated: _____

_____
Utilities Director

Dated: _____

_____
Chief Operating Officer

CONTRACT

A Contract For Professional Services

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

CONTRACTOR

By:_____

Title:_____

Firm:_____

Business License #:_____

Address:_____

City:_____

State:_____

Zip Code:_____

Telephone:_____

Fax:_____

E-mail Address:_____

_____

(Signature of Contractor)

DATED this _____ day of _____, 20__.

PROFESSIONAL SERVICES AGREEMENT

City of Fernley – Water Rights Services

July 24, 2026

Ozwald Henke
City of Fernley
595 Silver Lace Blvd.
Fernley, Nevada 89408

ohenke@cityoffernley.org

Dear: Mr. Henke

Thank you for allowing Resource Concepts, Inc. (RCI) the opportunity to provide this Professional Services Agreement for the purpose of assisting City of Fernley with water right management.

Scope of Work:

This Professional Services Agreement is intended to provide for RCI services and needs in support of the City's water rights and related activities. The tasks below are an estimation of work necessary to maintain all water rights and water dedications in an organized manner.

RCI Task Descriptions:

1. **Project Management & On-Call Services (Not to Exceed $65,000)**

   - 1.1 Services related to the water rights within the scope of this project under this Task include, but are not limited to:
     - Communication with the Division to Ensure Expedient Processing of Applications
     - Attendance at TROA Meetings
     - Well Waivers (if applicable)
     - Temporary Applications to Change Existing Water Rights
     - Applications to Change existing water rights
     - Proofs of Completion of Work
     - Proofs of Beneficial Use
     - Applications for Extensions of Time
     - Reports of Conveyance
     - Totalizing Meter Reports – required upon the replacement of any totalizing meter
     - Pumpage Research – analysis of historical water usage, for non-use on certificated rights
     - Analysis of Pumpage – provide target meter reading projections and management strategies

- On-Call Assistance for Water Rights Management
- Response to NDWR requests and inquiries, including new State Engineer Orders
- Tracking of NDWR administrative policy changes
- Tracking of water rights within the hydrographic basin

➢ 1.2 Participate in teleconference, virtual and in-person meetings with City of Fernley, City of Fernley's agents and any local, state, or federal representatives as needed.

2. Development of Water Rights Accounting Database (Not to Exceed $70,000)

➢ 2.1 Develop and maintain a comprehensive database to store, manage, query, and display all assignable water right interest records. The database will serve as a centralized repository for tracking ownership, assignments, transfers, and available water right interests, allowing City staff to efficiently retrieve, analyze, and report water rights information. As part of this effort, the Assignable Interest Database will be integrated into the City's existing Dedication Database to create a unified water rights management system that improves data consistency, reduces duplicate recordkeeping, and streamlines administration. Additionally, a secure cloud-based interface will be developed to provide authorized City personnel with convenient access to the Assignable Interest Database, Dedication Database, and other related water rights databases from any location. By providing accurate record keeping, real-time reporting capabilities, and enhanced accessibility, the integrated database system will help ensure the integrity of the City's water rights inventory, prevent the over-allocation or over-commitment of assignable water resources, support informed decision-making for future water right transactions and planning efforts, and improve the City's ability to manage its water portfolio in compliance with applicable regulatory requirements.

3. Additional Tasks

➢ 3.1 Additional tasks not included in the above task descriptions may be performed by RCI as requested and approved by City of Fernley. These tasks will be performed on a time and materials basis, as determined by the most current RCI Fee Schedule at the time the task was performed.

Schedule:

The work under this proposal will commence upon receipt of the signed contract.

Estimated Cost:

RCI estimates the costs to perform the tasks above to not exceed $135,000, without prior written approval from City of Fernley. These tasks will be accomplished on a "Time and Materials" basis, as determined by the most current RCI Fee Schedule at the time the task was performed. The fees for filing the necessary documents with the Nevada Division of Water Resources will be coordinated between RCI and City of Fernley on a case-by-case basis.

RCI shall submit progress billings of services rendered and reimbursable expenses. Invoices are due upon presentation and are past due thirty (30) days from date of invoice.

PROFESSIONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

1. **City of Fernley** as a CLIENT retains Resource Concepts, Inc. (RCI) to perform professional services. RCI's Scope of Services defines the "PROJECT."
2. The PROJECT will be known as **2026-2027 Water Rights.**
3. The duties and responsibilities of RCI are described in the Scope of Services, which is attached to and made a part of this Agreement. In providing services under this Agreement, RCI shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. RCI shall not be responsible for job site safety, nor means, methods, techniques, and sequences of construction.
4. The cost of services under the Assignment will be accomplished on a "Time and Materials" basis, as **determined by the RCI Fee Schedule current as to when the task was performed.**
5. Additional professional services related to this Assignment will be performed by RCI at the request of CLIENT for an additional professional fee as determined by the RCI Fee Schedule then in effect. Such additional services will be attached to and made part of this Agreement by Additional Services Addendums, signed, and dated by both parties.
6. CLIENT shall designate a person to act as CLIENT's representative with respect to services to be rendered under this Agreement. Such representative shall have complete authority to act on CLIENT's behalf on all matters concerning the PROJECT.
7. CLIENT shall provide to RCI all existing data, plans, reports, and other information known to, in possession of, or under control of CLIENT which are relevant to the execution of RCI's duties on the PROJECT and coordinate other available data and services of others pertinent to the PROJECT. The CLIENT will also provide all criteria and full information as to CLIENT's requirements for the PROJECT, including design criteria, objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. RCI shall be entitled to rely upon all such information and services in performing its services under this Agreement.
8. CLIENT shall compensate RCI for services performed. Invoices will be submitted for payment monthly. Invoices are due upon presentation and are past due thirty (30) days from invoice date. Past due accounts are subject to one and one-half percent (1-1/2%) service charge per month, or the maximum allowed by law. Time and expenses incurred (including attorney's fees and collection costs) will be added to the total amount due. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. If CLIENT objects to all or any portion of invoice, CLIENT will so notify RCI in writing fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice.
9. CLIENT agrees to limit liability for claims arising out of performance of the services described in this Agreement. It is agreed the aggregate liability of RCI will not exceed the greater of its fees or $75,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party. CLIENT agrees to indemnify and hold harmless RCI from and against all liability in excess of the monetary limit established above.
10. RCI and CLIENT shall endeavor to resolve a Dispute by negotiation. If negotiations are unsuccessful, RCI and CLIENT shall, at the request of either, attempt to mediate the Dispute before a mutually acceptable mediator in Carson City, Nevada. In the event the Dispute is not successfully mediated, both RCI and CLIENT agree to submit the Dispute to litigation in the court of competent jurisdiction.
11. Services under this Agreement may be terminated by either party, CLIENT or RCI, with or without cause upon seven (7) days written notice (delivery by certified mail, return receipt requested) of intent to terminate. In the event of any termination, RCI will be compensated for all services rendered and reimbursable expenses accrued to the date of receipt of the notice of termination, including any termination expenses, prior to the release of any documents prepared by RCI.

Please feel free to contact me with any questions or comments regarding the proposed work plan. If the proposal is acceptable, please authorize by returning a copy of the signed and initialed proposal. If you wish, you may scan and email the signed authorization.

Sincerely,

Jake Echeverria
Water Rights Director

CLIENT (billing contact)

Client Name: City of Fernley Billing Contact Name: _____ Title: _____

Billing Address: 595 Silver Lace Blvd. City: Fernley State: NV Zip: 89408

Ph #: _____ Cell #: _____ Email: _____

Billing Invoice Preference: ☐ Email ☐ USPS *(choose one or both)*

Authorized By: (Signature) _____ Title: _____ Date: _____

CLIENT (project contact)

Contact Name: _____ Title: _____

Contact Address: _____ City: _____ State: _____ Zip: _____

Ph #: _____ Cell #: _____ Email: _____

RCI

RCI Principal: *(Signature)* _____ Name & Title: Bruce R. Scott, PE, WRS, Principal Date: _____

RCI Project Manager: Jake Echeverria, Water Rights Director Ph#: (775) 883-1600 Email: Jake@rci-nv.com

RCI Address: 340 N. Minnesota St., Carson City NV 89703-4152 Ph#: (775) 883-1600 Web Site: www.rci-nv.com

RCI _____ Client _____

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 19, 2026

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

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes: X	No:	Yes: X	No:	520-810-605

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and Possible action to approve the purchase of four (4) 25 HP EcoJet Aerator Turbos and three (3) 15 HP EcoJet Aerator Turbos from Komline Aerator Solutions in the amount not to exceed $153,025.00, including freight.

AGENDA ITEM BRIEF:

Staff is requesting approval for the purchase of 7 aerator turbos from Komline Aerator Solutions to replace inoperative turbos at the East Wastewater Plant.

RECOMMENDED MOTION:

"I move to approve the purchase of four (4) 25 HP EcoJet Aerator Turbos and three (3) 15 HP EcoJet Aerator Turbos from Komline Aerator Solutions in the amount not to exceed $153,025.00, including freight."

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 purchase and provide direction to the Utilities Director and staff on how to proceed with the improvements needed at this location.

BACKGROUND:

The City of Fernley must replace several floating aerator turbos that have exceeded their operational life at the East Wastewater Treatment Plant. The plant is designed to remove biochemical oxygen demand (BOD) and total suspended solids (TSS) from partially mixed aerated ponds. The surface aerators add oxygen to the ponds by mechanically agitating the water's surface which facilitates the process. The attached quote is for seven (7) new aerator turbos but does not include the accessories or anti-erosion assemblies.

Price for aerator turbos: $145,525.00
Freight: $7,500.00
Total: $153,025.00

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332.063

FINANCIAL IMPLICATIONS:

This purchase will be made using the GL number 520-810-605 within the Sewer Enterprise Fund portion of the FY 26-27 Budget.

ATTACHMENTS:

1. Fernley NV WWTP-Aerator Turbos Proposal

Komline Aerator Solutions

11765 Main Street
Roscoe, IL 61073
www.AeratorSolutions.com

Contact: Lenka Dixon, LDixon@Komline.com
PH: 815-623-5111, FAX: 815-623-7111

August 4, 2026 Quotation No. LD080426-2

Attn: Ms. Brenda S. Gosser, MBA - Utilities Department www.cityoffernley.org
595 Silver Lace Blvd, Fernley, NV 89408
Email: bgosser@cityoffernley.org, Phone: 775-784-9935, Cell: 775-531-6858

Representative: Mr. Casey Rebmann - Plant Sales Engineer, E: casey@chcwater.com
DC Frost Associates, Inc. - A subsidiary of Coombs-Hopkins Company
2011 Palomar Airport Road, Suite 303, Carlsbad, CA 92011
Direct Office Line: (760) 385-6413, Mobile: (760) 525-6139

Project: **Fernley, NV – EcoJet high speed aerators**

Komline Aerator Solutions is pleased to submit the following proposal for the equipment described in the following pages, subject to the terms and conditions stated herein.

15 HP EcoJet™ Aerator Characteristics:

- Impingent diameter (white water) (IMP): 25 ft
- Diameter of complete mix (DCM): 64 ft
- Diameter of complete oxygen dispersion (DOD): 214 ft
- Operating depth where IMP, DCM, and DOD hold true): 10 ft
- Minimum water level with AE: 7 ft

25 HP EcoJet™ Aerator Characteristics:

- Impingent diameter (white water) (IMP): 30 ft
- Diameter of complete mix (DCM): 85 ft
- Diameter of complete oxygen dispersion (DOD): 295 ft
- Operating depth where IMP, DCM, and DOD hold true): 10 ft
- Minimum water level without AE: 8 ft

Three (3) - Model A15-SSS EcoJet™ Aerators, 15 HP, 230/460 Volts, 3 Phase, 60 Hertz, 1800 RPM with the following materials of construction:

- Motor – 15 HP, 230/460/3/60, 1800 RPM
- Motor Shaft – One-piece 17-4PH stainless steel
- Discharge cone – Stainless Steel, monolithic casting
- Volute – 304L stainless steel
- Intake cone – 304L stainless steel
- Propeller – Stainless steel, dynamically balanced
- Float – 14-gauge, 304L stainless steel shell, filled with closed-cell polyurethane foam (71" diameter, 12" deep)

PRICE $15,775.00 EA X QTY (3) = $47,325.00

Four (4) - Model A25-SSS EcoJet™ Aerators, 25 HP, 230/460 Volts, 3 Phase, 60 Hertz, 1200 RPM with the following materials of construction:

- Motor – 25 HP, 230/460/3/60, 1200 RPM
- Motor Shaft – One-piece 17-4PH stainless steel
- Discharge cone – Stainless Steel, monolithic casting
- Volute – 304L stainless steel
- Intake cone – 304L stainless steel
- Propeller – Stainless steel, dynamically balanced
- Float – 14 gauge, 304L stainless steel, filled with closed-cell polyurethane foam (float diameter 84.0", depth 14.0")

PRICE $24,550.00 EA X QTY (4) = $98,200.00

TOTAL PRICING:

- Three (3) 15 HP EcoJet Aerators ... $47,325.00 ($15,775.00 each)
- Four (4) 25 HP EcoJet Aerators ... $98,200.00 ($24,550.00 each)

Total price is $145,525.00 + $7,500 freight = $153,025.00

Validity: Pricing is good for 30 days from date of proposal, with submittal approval within 30 days of PO.

Terms: Net 30 days from the date of shipment, no retainage allowed

Freight: FOB factory, freight to Fernley, NV (ZIP 89408) **is included** in the pricing

Startup & Training: NOT included.

Shipment: **12 - 14 weeks** after receipt of the purchase order and/or submittal approval. **Lead times are subject to change based on motor availability at time of order.**

Taxes: Not included in pricing. Any applicable taxes will be added at time of invoice unless a valid exempt or resale certificate is provided.

Warranty: Free from defects in materials and workmanship under normal condition and use for a period of one (1) year from the date the goods are put into service, or 18 months from date of shipment (whichever first occurs).

Extended Warranty: An optional extended warranty for new equipment is available. This option must be selected with the original purchase and can't be added at a later date. Standard warranty is a 1-year term as detailed above. The option for either a 2-year or 3-year extended warranty will be offered as part of the equipment proposal.

The 2-Year Extended Warranty would be for a total of 24 months from installation (or 30 months from shipment), whichever occurs first.

The 3-Year Extended Warranty would be for a total of 36 months from installation (or 42 months from shipment), whichever occurs first.

Pricing for these options is stated in the proposal. The extended warranty option should be stated separately on the purchase order. All other warranty stipulations remain the same.

PROPOSAL NOTES:

1. It is recommended that the basin be cleaned and screened, prior to installation of the EcoJet Aerators. (Rags and other environmental debris can void manufacturer's warranty).
2. The EcoJet™ Aerators will be shipped as dynamically balanced and fully assembled units.
3. EcoJet Aerators are not suitable for freezing conditions.
4. Minimum operating water level in earthen basins without Anti-erosion Assembly is 7 - 8 FT.
5. The shore connection is the responsibility of the installing contractor.
6. Komline Aerator Solutions will provide our submittal drawings, and Operations & Maintenance manuals.
7. Materials and/or services not specifically listed in this proposal are not included and are to be supplied by others.
8. **Mooring cable, power cable, mooring posts/anchors, control panel(s), and junction boxes (electrical disconnects) are NOT included and are to be supplied by OTHERS.**
9. Offloading and installation is the responsibility of the customer.
10. Goods quoted above will be sold subject to the terms and conditions set forth on the face hereof and the "Terms and Conditions" on the attached page. Any different or additional terms are hereby objected to.
11. **If a deferred delivery is required (longer than 6 months from PO date), pricing will need to be reviewed and adjusted.**
12. Komline Aerator Solutions' scope of supply does not include any process or performance guarantees or warranties or process or performance testing.
13. Warning Clause: The aerators supplied have very high hydraulic flows directly beneath the units. In addition, horizontal surface velocities persist for some distance from the units. These flow patterns may cause damage to the basin bottom or walls creating leaking potential. In earthen or lined basins, Komline Aerator Solutions recommends the use of a concrete pad directly beneath the unit. If concrete is known to be nonresistant to wastewater, other materials should be investigated. Riprapping or similar means of bank protection can protect the basin walls. If the basin contains any toxic waste, the end user should obtain engineering advice as to the basin design and construction that is necessary to prevent any potential erosion and leakage potential. Komline Aerator Solutions assumes no liability for any damage to the basin bottoms or walls or for any injuries or damages resulting therefrom.

KOMLINE AERATOR SOLUTIONS
TERMS AND CONDITIONS OF KOMLINE AERATOR SOLUTIONS

This offer and all of the goods and sales of Komline Aerator Solutions are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Komline Aerator Solutions. This proposal and any contract resulting therefrom, shall be governed by, and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Komline Aerator Solutions does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative at our Roscoe, Illinois office.

DURATION OF QUOTATION

This proposal of Komline Aerator Solutions shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Komline Aerator Solutions shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Komline Aerator Solutions, Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Komline Aerator Solutions plant at Roscoe, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Komline Aerator Solutions is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Komline Aerator Solutions is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

TARIFFS

The prices outlined in this proposal are based on current tariffs and import duties applicable at the time of quotation. In the event of any changes, increases, or new impositions of tariffs and/or import duties that affect the cost of goods or services provided under this proposal, Komline Aerator Solutions reserves the right to adjust the agreed-upon prices accordingly. The adjustment will reflect the tariffs and/or import duties and any related fees and charges on the cost of the affected goods or services. Komline Aerator Solutions will provide written notice to the Purchaser of any such changes and the adjusted prices will take effect immediately and shall apply to all goods or services ordered/delivered thereafter.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Komline Aerator Solutions or Komline Aerator Solutions otherwise deems itself insecure as to receipt of full payment of the purchase price form Buyer hereunder, Komline Aerator Solutions reserves the right to require payment in advance or security or guarantee satisfactory to Komline Aerator Solutions of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Komline Aerator Solutions for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Komline Aerator Solutions of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Komline Aerator Solutions nor may it be cancelled except by prior payment to Komline Aerator Solutions the following sums as

liquidated damages; 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Komline Aerator Solutions for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Komline Aerator Solutions for any materials or component parts, a sum equal to the total of the direct out of pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Komline Aerator Solutions. In the event any items are used by Komline Aerator Solutions, to fill a subsequent order, then upon receipt of payment for such order, Komline Aerator Solutions shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information, and know-how disclosed by Komline Aerator Solutions to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer shall remain the property of Komline Aerator Solutions and shall not be disclosed or otherwise used to the disadvantage or detriment of Komline Aerator Solutions in any manner.

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Komline Aerator Solutions shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Komline Aerator Solutions conform to this Proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Komline Aerator Solutions may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Komline Aerator Solutions elects to modify this proposal to conform to the requirements for approval by any third party, Komline Aerator Solutions in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Komline Aerator Solutions conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Komline Aerator Solutions from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Komline Aerator Solutions goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal condition and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Roscoe, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Komline Aerator Solutions of claimed defect, and Komline Aerator Solutions shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Roscoe, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated, or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence, or accident. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

In general, all minor repairs of electric motors will be performed in the field by an authorized local service shop. Major repairs involving electric motors will be performed by local authorized electrical repair shops at their facilities. The responsibility for removing parts or equipment from the system and transporting them to the local repair shop is the customers. Re-installation of the equipment is the responsibility of the customer. Any warranty claims involving parts other than the electric motor, if serious, will probably be handled by replacing the defective parts. This may, or may not, involve shipment of the unit (or a part of it) back to the factory. **IN NO CASE SHOULD YOU SHIP THE UNIT BACK TO THE FACTORY WITHOUT AUTHORIZATION FROM KOMLINE AERATOR SOLUTIONS.**

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS

PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL KOMLINE AERATOR SOLUTIONS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: KOMLINE AERATOR SOLUTIONS TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

EXTENDED WARRANTY OPTION:
Komline Aerator Solutions offers an optional extended warranty for new equipment. This option must be selected with the original purchase and can't be added at a later date. Standard warranty is a 1-year term as detailed above. The option for either a 2-year or 3-year extended warranty will be offered as part of the equipment proposal.

The 2-Year Extended Warranty would be for a total of 24 months from installation (or 30 months from shipment), whichever occurs first.

The 3-Year Extended Warranty would be for a total of 36 months from installation (or 42 months from shipment), whichever occurs first.

Pricing for these options will be stated in the proposal. The extended warranty option should be stated separately on the purchase order. All other warranty stipulations remain the same.

Final acceptance of this proposal must be given to Komline Aerator Solutions at their office in Roscoe, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Komline Aerator Solutions.

Accepted By:

_____

By: Date:

Offer Respectfully Submitted By:
Lenka Dixon
Komline Aerator Solutions

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 19, 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:X	General Fund

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible action to approve a contract with Kimley-Horn for Construction Management Services, for the US 95A/US 50A Roundabout Intersection Re-landscaping Project, for an amount not to exceed $76,560.

AGENDA ITEM BRIEF:

This is a request to approve a contract with Kimley-Horn for Construction Management Services, for the US 95A/US 50A Roundabout Intersection Re-landscaping Project, for an amount not to exceed $76,560.

RECOMMENDED MOTION:

"I move to approve a contract with Kimley-Horn for Construction Management Services, for the US 95A/US 50A Roundabout Intersection Re-landscaping Project, for an amount not to exceed $76,560."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose to deny approval of the contract and provide further direction.

BACKGROUND:

During the FCC Meeting on December 18, 2024, a request was made to discuss plans for re-landscaping the Fernley Roundabout (US 95A/US 50A Intersection). At the subsequent meeting on December 17, 2025, the City Council approved a contract with Design Workshop, Inc. for design services related to this project. On May 13, 2026, the Public Works Department engaged Kimley-Horn for Construction Management Services, and the Consultant's proposal is attached to the staff report.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332

FINANCIAL IMPLICATIONS:

This purchase will be made using the General Fund portion of the FY 26-27 Budget.

ATTACHMENTS:

1. 2026-0805 City of Fernley CM
2. Kimley-Horn Contract

08/06/2026

Olivia John
Deputy Public Works Director
City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408
775-784-9913

Re: Letter Agreement for Construction Management Services for US 95A/US 50A Roundabout Intersection Re-landscape.

Dear Olivia:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to City of Fernley ("Client") for providing Construction Management Services for US 95A/US 50A Roundabout Intersection Re-Landscape ("Project") located in the City of Fernley, Nevada.

Project Understanding

Kimley-Horn will provide Construction Management Services, Structural Engineering and Irrigation Construction Documents for the re-landscaping of US 95A/US 50A Roundabout Intersection. The current condition of the existing roundabout is shown in **Figures 1A and 1B** below.



Figure 1A – Existing Site Condition (Street View)



Figure 1B – Existing Site Condition (Plan View)

The proposed grading, landscape (planting only), monument and material elements concept is shown in **Figure 2** below. It is understood the Landscape Architecture design will be prepared by others and the approved plans will be provided to Kimley-Horn for review. Kimley-Horn will prepare the Irrigation Construction documents for the proposed landscape design as well as the Structural Engineering for the proposed monument elements shown in **Figure 3** below.



Figure 2 – Concept Design (Plan View)

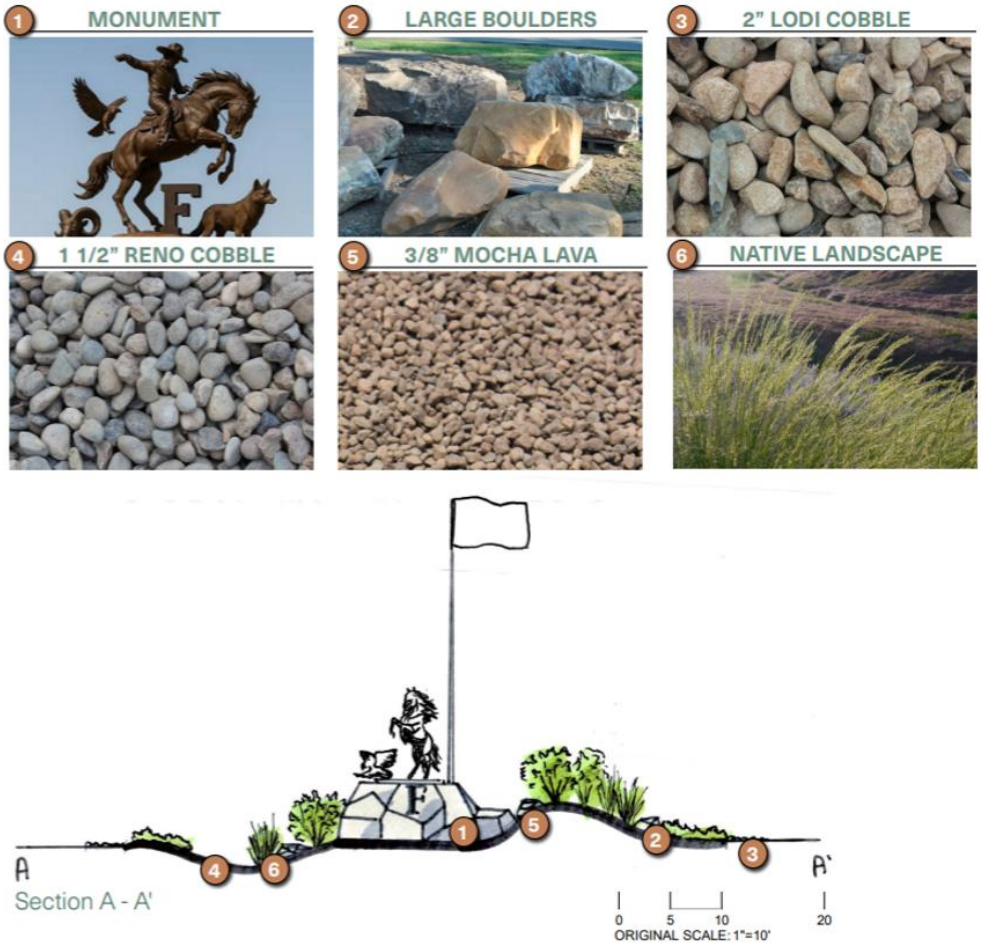


Figure 3 – Concept Monuments, Materials and Structural Elements

Assumptions Kimley-Horn's scope and fee are based on the following assumptions:

- The following Project information will be provided to Kimley-Horn in AutoCAD and/or PDF format (as applicable) prior to beginning work: limits of construction, record drawings reflecting existing and proposed utilities, walls and structures, Notice(s) of Final Action (NOFA), technical studies, and any other existing or proposed site information.
- Kimley-Horn shall be provided the irrigation water source and pressure from the public service at the meter prior to design of the irrigation system.
- Revisions to the planting plan following the commencement of irrigation design may require additional services.
- It is understood any applicable drainage design related to surface water, underground storm drain, inlets, technical studies or other materials that may be required for agency approval will be prepared by Others. Any drainage design Construction Phase review and observation will be included as part of the Construction Management Services outlined in this agreement. Kimley-Horn can provide these services per separate Amendment upon Client request subsequent to receiving final design plans.
- Kimley-Horn's irrigation design will be based upon the planting plans prepared by others. Kimley-Horn assumes the planting plan provides complete and accurate information.
- Changes to the site plan or drawings once the site plan is approved by the client or agency, whichever comes first will require additional fees per separate amendment.
- Any coordination with adjacent property owners for access/easement/site plan changes will require additional fees per separate amendment.
- It is understood each project site has unique design parameters, constraints and existing conditions. The scope of work included in this agreement has been prepared assuming landscape architecture services will be necessary for onsite improvements only with no extenuating design circumstances or requirements beyond reasonable means as outlined in this agreement. Kimley-Horn reserves the right to amend the agreement should the conditions/constraints of the project site require additional landscape architecture services beyond that which is reasonably anticipated per the scope of work outlined in this agreement.
- It is understood the project is to be designed in one (1) phase. If additional phasing is necessary/requested, additional fees per separate amendment will be required.
- All permit processing and coordination efforts will be completed by Others.
- All submittal, permit, and application fees will be paid by Others.

If any of the abovementioned assumptions are incorrect, a revised scope and fee will be provided prior to final execution of this agreement.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Irrigation Construction Documents – Kimley-Horn will review the planting plan and associated landscape documentation prepared by Others and prepare Irrigation Construction Documents for the proposed roundabout landscape improvements.

The irrigation design will be based upon the approved planting plans and plant schedules provided by others in AutoCAD format. Kimley-Horn will review available project information, coordinate the irrigation design criteria with City of Fernley and develop an irrigation system to serve the proposed landscape improvements. The irrigation plan, mainline and existing equipment is based off as-builts provided by the City of Fernley, US95/50A Interchange Irrigation Plan, signed on 02/12/2007.

The irrigation design will be based on utility connection information provided by others, including available pressure, flow, meter size and point of connection

Kimley-Horn will submit the completed application and the color-coded plans to NDOT. One (1) set of review comments will be processed by Kimley-Horn for the permit. The Client will be the applicant on the permit and will provide all applicant fees, signatures and submittal documentation needed by Kimley-Horn to process the permit. It is assumed that the Contractor selected for the construction of this Project will prepare all construction traffic control and construction phasing plans.

This task includes:

- Participation in one (1) design review / coordination meeting at a local office location or via telephone and/or web collaboration.
- One (1) round of revisions for the landscape architectural scope
- Review of planting plans by others
- Review of available utility information provided by the Client or others

Deliverables:

The following will be provided digitally in PDF format, for owner review and comment:

- Construction Documents (100%) – Irrigation plan, details, sheet specifications

Task 2 – Structural Construction Documents – This task includes the preparation of Construction Drawings for the monument structure design at US95A and Interstate 80 Roundabout. Kimley-Horn will design (2) monument structures to be placed in the area of the roundabout deemed as safe offset distance from the roadway design team. This will include the design of the following structural items:

- Monument structure anchorage bolts
- Monument foundation

The monument structures will be designed in accordance with NDOT structures design manual, International Building Code, and ASCE 7: Minimum design loads for buildings and other structures.

This work will also include the preparation of the plan sheet which will be developed utilizing AutoCAD Civil 3D. This is a list of the expected plan sheets to be produced:

- Monument Plan and Elevation
- Monument Details
- Monument Spread Footing Details

Deliverables: Signed and Sealed structural calculation package in a PDF format.
(3) Plan Sheets Signed and Sealed in a PDF format.

Kimley-Horn will submit the completed application and the color-coded plans to NDOT. One (1) set of review comments will be processed by Kimley-Horn for the permit. The Client will be the applicant on the permit and will provide all applicant fees, signatures and submittal documentation needed by Kimley-Horn to process the permit. It is assumed that the Contractor selected for the construction of this Project will prepare all construction traffic control and construction phasing plans.

The monument structure and base plate and connection will be designed and manufactured by others.

Task 3 – Prevailing Wage Compliance Review –
Subconsultant: J Ray Consulting LLC

The work under this proposal is 100% remote with no on-site/in person requirements.
• Construction Contract federal requirements and Davis Bacon Wage Decision will be provided to J Ray
Consulting LLC to review and provide correct compliance and be able to reach out for questions related to the federal requirement.
• J Ray Consulting LLC to be provided with the federal grant source to verify specific requirements that are applicable to different federal entities.
• It is understood by the Parties that Certified Payrolls for each Contractor /

Subcontractor can have extreme variables based on their knowledge of federal requirements (that includes administrative and field personnel), types of process for payrolls, and the wide variable included with multiple employees on project site and on payroll reports. Each employee's data can require specific backup documents that can cause delays in review and approvals. Each Contractor / Subcontractor can comply with some difference versions of meeting the requirements which can take additional reviews for approval or denial. Changes in Subcontractors, or their status or schedules can cause a wide range of additional compliance hours.

• If requested and approved by all parties, additional hours and tasks can be added.

• Audits and consequences of audits remain with the City of Fernley and not with J Ray Consulting LLC.

However, J Ray Consulting LLC can assist with audits as an added payable task item.

• Any T&M work that requires specific certified payroll compliance will require additional time/cost.

• Any Apprentice requirements for this contract and required by the State of Nevada and City of Fernley will be communicated to J Ray Consulting LLC. This will assist with process to comply with the certified payroll set up and requirements.

Assumptions:

- The Client will provide confirmation of the federal entity funding this contract and any related funding compliance requirements.
- On-site employee spot-check interviews required by the U.S. Department of Labor for prevailing wage compliance will be performed by others. J Ray Consulting LLC's role is limited to reviewing interview documentation provided by the designated responsible party as part of the certified payroll compliance review and does not include conducting employee interviews or validating the accuracy of interview information.
- The Owner shall describe the process for subcontractor review and approval, including the party responsible for determining subcontractor compliance eligibility, the timing of approvals, and how subcontractor approval status is communicated to the certified payroll reviewer. J Ray Consulting LLC understands that subcontractor compliance and approval status may affect the review, acceptance, and verification of certified payroll submissions.
- The Owner will provide and define the process used to identify which contractors and subcontractors are required to submit certified payrolls and which are exempt from certified payroll reporting requirements. The Owner will also establish the method for communicating these determinations to the project team and certified payroll reviewer. J Ray Consulting LLC assumes the accuracy of such determinations and will rely on information provided by the Owner when performing certified payroll reviews.
- The Owner shall confirm whether the applicable Davis-Bacon Wage Decision

was included in all subcontractor agreements and identify the process used to communicate wage determination requirements to subcontractors. J Ray Consulting LLC will rely on the information provided by the Owner when performing certified payroll compliance reviews.

- The Owner shall identify the party responsible for verifying apprentice eligibility, registration, classification, wage rates, and work-hour requirements in accordance with applicable Nevada and federal prevailing wage regulations. The Owner shall also define the process for providing supporting apprentice documentation, approved rates, and hour information to the certified payroll reviewer for inclusion in the project's certified payroll compliance tracking system. J Ray Consulting LLC will rely on information and documentation provided by the Owner or designated compliance administrator and will not independently verify apprentice qualifications, registrations, wage determinations, or program compliance.
- The Owner shall identify whether Inspector Daily Reports will be made available to the certified payroll reviewer and define the process for providing such reports. J Ray Consulting LLC assumes Inspector Daily Reports, or equivalent field documentation, will be provided by others to support verification of dates worked, workforce utilization, and work classifications reflected in certified payroll submissions. If such documentation is not provided, Kimley-Horn's review will be limited to the information contained in the certified payroll records and supporting documentation submitted for review.
- The Owner shall provide Inspector Daily Reports, or equivalent field documentation, containing information required by the U.S. Department of Labor for prevailing wage compliance monitoring, including contractor and subcontractor first day on site, workforce activities, work classifications, and observed tools and equipment utilized.
- Unless the City of Fernley has an LCPTracker service or subscription that includes creation of Davis-Bacon Wage Decision classifications, J Ray Consulting LLC assumes wage decision classifications will be established by the Owner or its designated administrator. J Ray Consulting LLC’s certified payroll review services do not include development, entry, or maintenance of project-specific wage decision classifications within LCPTracker unless specifically identified in the scope of services.
- The Owner shall confirm the level of LCPTracker access that will be provided to the certified payroll reviewer. Access permissions must allow the reviewer to perform all functions necessary to complete the review process, including reviewing, accepting, rejecting, and commenting on payroll submissions. Read-only access may not provide sufficient functionality to perform certified payroll review services.

Kimley-Horn will retain and manage a qualified subconsultant to perform the prevailing wage compliance review. Upon completion, Kimley-Horn will provide the subconsultant's final report to the City of Fernley. The prevailing wage review, including all findings, opinions, and compliance determinations, is the responsibility of the subconsultant. Kimley-Horn's responsibility is limited to delivery of the completed report and does not extend to the accuracy or content of the review

Task 4 – Construction Phase Services or Engineering During Construction

The City of Fernley and CONSULTANT shall review Construction Services following the completion of final design. The following tasks summarize the major elements of Construction Support Services anticipated with this project.

Contract Administration: Provide contract administration services as follows:

- Pre-Construction Conference: CONSULTANT will attend a Pre-Construction Conference prior to commencement of Work at the Site.

- Visits to Site and Observation of Construction: CONSULTANT will provide on-site construction observation services during the construction phase. CONSULTANT will make visits at intervals as directed by CITY OF FERNLEY in order to observe the progress of the Work. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT will keep CITY OF FERNLEY informed of the general progress of the Work. CONSULTANT shall also provide recommendations to CITY OF FERNLEY for any construction changes necessitated by field conditions.

- The purpose of CONSULTANT's site visits will be to enable CONSULTANT to better carry out the duties and responsibilities specifically assigned in this Agreement to CONSULTANT, and to provide CITY OF FERNLEY a greater degree of confidence that the completed Work will conform in general to the Contract Documents. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, equipment choice and

usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- Review and provide recommendations on contractor’s traffic control plans.
- CONSULTANT will review and provide feedback to the CITY OF FERNLEY on traffic control plans submitted to CITY OF FERNLEY for approval.
- Review and provide recommendations on contractor’s construction schedule and work progress CONSULTANT will review and provide feedback to the CITY OF FERNLEY on the construction schedule and work progress submitted to the CITY OF FERNLEY for approval.
- Submittals: CONSULTANT will review and approve or take other appropriate action in respect to Submittals, Shop Drawings, Samples, and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- Recommendations with Respect to Defective Work. CONSULTANT will recommend to CITY OF FERNLEY that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- Clarifications and Interpretations: CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to CITY OF FERNLEY as appropriate to the orderly completion of Contractor's work. Any

orders authorizing variations from the Contract Documents will be made by CITY OF FERNLEY.

- Disagreements between CITY OF FERNLEY and Contractor: CONSULTANT will, if requested by CITY OF FERNLEY, render written decision on all claims of CITY OF FERNLEY and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CITY OF FERNLEY or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

- Applications for Payment: Based on its observations and on review of applications for payment and accompanying supporting documentation, CONSULTANT will determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to CITY OF FERNLEY, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, CONSULTANT's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

- By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY OF FERNLEY free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between CITY OF FERNLEY and Contractor that might affect the amount that should be paid.

- Substantial Completion: CONSULTANT will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in

company with CITY OF FERNLEY and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of CITY OF FERNLEY, CONSULTANT considers the Work substantially complete, CONSULTANT will notify CITY OF FERNLEY and Contractor.

- Final Notice of Acceptability of the Work: CONSULTANT will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of CONSULTANT's knowledge, information, and belief based on the extent of its services and based upon information provided to CONSULTANT upon which it is entitled to rely.

- Inspections and Tests: CONSULTANT may require special inspections or tests of Contractor's work as CONSULTANT deems appropriate and as further defined in the scope of services below, and will receive and review certificates of inspections from Subconsultants within CONSULTANT's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests and the facts being certified.

- Change Orders: CONSULTANT may recommend Change Orders to CITY OF FERNLEY, and will review and make recommendations related to reasonable and appropriate Change Orders submitted or proposed by the Contractor.

- Limitation of Responsibilities: CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.

Inspection: Provide inspection services as follows:

- "Inspection services" means the observation of construction process for the purpose of determining that the Contractor is in substantial compliance with the plans and specifications and reporting to the CITY OF FERNLEY any observed deficiencies. The following tasks summarize the major elements of Inspection anticipated with this project.

- Construction of the project that requires inspection is anticipated at 30 working days (4 weeks). A Full-time (8 hours per identified inspection day) primary inspector will be on site during working days that include trenching, pouring concrete, grading, utility adjustments, directional drill, and paving (15 working days anticipated). A part-time (3 hours per day) primary inspector will be on site during all other working days (20 working days anticipated). A full-time supplemental technician will be provided at 8 hours per day (4 working days anticipated) and will perform asphalt sampling and density testing during paving operations. The primary inspector will be responsible for the following items:
    - Attend the preconstruction conference.
    - Monitor the work performed by the Contractor to ascertain whether the work is in substantial accordance with the plans and specifications.
    - Assist in problem resolution with the CITY OF FERNLEY, contractor personnel, utility agencies, the public and others.
    - Prepare daily inspection reports, submitted weekly to CITY OF FERNLEY and copied to the appropriate government jurisdiction(s). The daily inspection will contain materials delivered to the site, excavation and earthwork, preparation of sub grades, placement of aggregate base material, asphaltic concrete, Portland cement concrete, the forming, placement or erection of structures, and review of contractor daily progress logs.
    - Provide materials quantity reports and assist in reviewing and analyzing contractor's monthly progress payments.
    - Provide verification of the distribution of public relation notices required to be delivered by the Contractor.
    - Assist in preparation of the Punch List.
    - Maintain a field blueline set of drawings (bond copy) to incorporate contractor record drawing mark-ups.

Materials Testing: Provide services as follows:

- Upon receiving authorization from the CITY OF FERNLEY, the CONSULTANT will engage a Subconsultant to perform the Materials Testing services. The following tasks summarize the major elements of testing anticipated with this

project:

- Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Road and Bridge Construction (Silver Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, concrete cylinder samples, and trenching backfill material. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the CITY OF FERNLEY and CC'd to appropriate governmental jurisdiction(s).

As-Built Information: Provide services as follows:

- Record Drawings. Provide as-built record drawings for the completed project. A single file PDF format (11" x 17" at 300 dpi), will be provided to CITY OF FERNLEY for its files and distribution. The PDF file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.

- The final record drawings must be identified, dated, and signed as the record drawings and must also contain the engineer's stamp and signature. The Consultant may either:

    - Provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or
    - Provide new engineer-stamped/signed reproducible drawings identified as the record drawings.

- The Record Drawings shall include a scan of the original title sheet (including the appropriate signatures by CITY OF FERNLEY, local government, signed and stamped by the CONSULTANT) and identified as record drawings.

Task 5 – Meetings and Coordination - Kimley-Horn will participate in project meetings with the Client and Project Team, attend meetings with approval agency staff, and provide other coordination to support the project. This task is intended to capture the effort for these meetings, conference calls, and design coordination for this project. Meetings will include those with jurisdictional departments, public, design team meetings, whether in person or telephone and will include preparation and travel time. Coordination with other members of the project team, adjacent landowners,

approval agencies, utility providers, or other agencies not listed above can be provided as an additional service upon written request from the client.

Due to an unknown level of effort associated with this task, Kimley-Horn has budgeted up to twelve (20) total hours of staff time amongst a variety of team members. If additional meetings, coordination, exhibit preparation, or public outreach support is deemed necessary for the Project, additional time beyond this hourly estimate can be provided based on our then current hourly rates. All actual time spent will be billed.

Optional Services

Task 6 – NDOT Encroachment Permit - Kimley-Horn will prepare and process the required NDOT Encroachment Permit application for the proposed improvements as shown in the Irrigation Construction Drawings (prepared under Task 1) and the Storm Drain Construction Drawings (prepared under Task 2) through the NDOT District 2 Office. Utility connections and extensions within NDOT Right of Way (ROW), with the exclusion of stormwater, will require separate encroachment permits submitted by the owning utility purveyor. Permitting coordination and preparation of encroachment plans associated with utility connections in NDOT ROW is not anticipated at this time and therefore will be provided as an additional service if required. NDOT as-built plans will be requested and utilized to establish a centerline on NDOT facilities for the encroachment permit plan set. It is assumed that all improvements for this Project are withing NDOT right of way and will be submitted under one NDOT encroachment permit application.

Kimley-Horn will submit the Encroachment Permit to the Nevada Department of Transportation (NDOT) and the Client. Up to one (1) round of comments from the reviewing agency will be addressed as part of this task. Any additional revisions will be performed as an Additional Service.

Due to the variable level of effort required for this task, the budget estimate is based upon an average of 80 hours of effort by various Kimley-Horn staff. If additional effort is needed for completion of this task, it will be provided on an hourly basis in addition to the estimated fee.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Attendance to weekly design or construction calls or virtual/local meetings;
- Landscape planting plan
- Revisions to planting plans prepared by others

- Pump station design
- Storm Drain Design
- Tree Preservation plans and inventory;
- Site or landscape demolition plans;
- Hardscape layout and detailing;
- Site Amenities and Site Furnishings;
- Native or existing plant inventory and salvage plan;
- 2D and 3D models, overall site elevations and sections;
- Pool/Spa or Water Feature Design;
- Waterproofing and related detailing for any landscape elements over structure;
- Grading design or horizontal control;
- Low Voltage landscape lighting
- Architectural, civil, electrical, structural calculations, structural designs, geotechnical, technical studies, environmental services and any other sub-consultants not specifically included in the scope and fee are excluded;
- Design or coordination of utilities including, but not limited to, water, gas, electric, telephone and cable TV;
- Potholing or subsurface utility exploration;
- Site amenities, fencing and furnishings;
- Land legal descriptions and exhibits;
- Soils reports and materials testing;
- Value engineering meetings or revisions;
- Coordination or preparing bid forms for contractors;
- Construction cost estimates;
- Permit processing for agencies or municipalities;
- Municipal deviations and additional documentation
- Any additional submittals other than those indicated due to owner revisions or changes to the designs of other disciplines that require revised landscape architectural plans.
- Attendance or participation in a municipal agency, council, commission, or other similar meetings, or any other additional meetings beyond those specifically indicated within the scope of work;
- LEED, WELL, or SITES credit verification, analysis, reports, or other requirements for commissioning. Kimley-Horn will design with an emphasis on sustainable design and is available to provide LEED or SITES services upon request and approval of an additional service fee.

Any services outside the scope of work specifically identified, including additional construction administration services, will be additional services and will be billed hourly at Kimley-Horn's standard rates. Kimley-Horn will receive authorization in writing prior to proceeding with additional work.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following: Landscape architectural support services to address additional revisions/comments should there be any from the owner, municipality, or agency reviews.

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule. The deliverable is to be anticipated by a date agreed upon with the City of Fernley. Contingent on a notice to proceed within 10 days of receiving this proposal. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. The Consultant shall retain the right to alter the previously stated deliverable deadline for any reason brought forth by reviewing agencies' delays, comments or requirements.

Additional services will be completed in a timely manner after they are authorized.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-3 & 6 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task Number & Name for Base Services		Fee	Type
1	Irrigation Construction Documents	$8,100	Lump Sum
2	Structural Construction Documents	$25,000	Lump Sum
3	Prevailing Wage Compliance	$14,460	Lump Sum
4	Construction Phase Services	$11,500	Hourly
5	Meetings and Coordination	$6,500	Hourly
	Total Base Services	$65,560	
Optional Services			
6	NDOT Encroachment Permit	$11,000	Lump Sum

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and

should include the invoice number and Kimley-Horn project number.

Kimley-Horn will perform the services in Task 4 & 5 on a labor fee plus expense basis with the maximum labor fee shown above.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Fernley

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

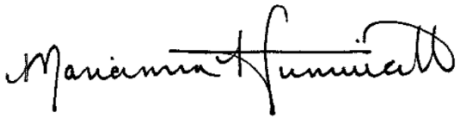
We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Shavawn Loverude, PLA, NV 957, LEED AP BD+C
Senior Landscape Architect



Marianna Hunnicutt, PE
Vice President

CITY OF FERNLEY DESIGN
SIGNED: _____
PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____
_____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner		Agent for Owner		Unrelated to Owner	

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including in-house reproduction, postage, supplies, digital data storage and security, and local mileage. Other direct expenses will be billed at 1.15 times cost.

2) **Client's Responsibilities**. In addition to other responsibilities herein or imposed by law, the Client shall:
   a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the Project and all standards of development, design, or construction.
   c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
   d. Arrange for access to the site and other property as required for Kimley-Horn to provide its Services.
   e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
   f. Furnish approvals and permits from governmental authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
   g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
   h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's Services or any defect or noncompliance in any aspect of the Project.

3) **Period of Services**. Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.

4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
   a. Invoices will be submitted periodically for Services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
   b. The Client will remit all payments electronically to:
      Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
      Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
      Account Number: 2073089159554
      ABA#: 121000248
   c. The Client will send the Project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
   d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
   e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
   f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
   g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to

have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the Services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.

6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no rights in the Intellectual Property to Client, unless otherwise agreed to in writing. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's Services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the Terms of Service set forth at https://www.khtsinc.com/terms-of-Service/ which terms are incorporated herein by reference.

7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.

9) **Standard of Care.** The standard of care applicable to Kimley-Horn's Services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.

10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or $50,000, whichever is greater. An increase to this limitation of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

12) **Professional Liability Insurance.** Kimley-Horn will maintain a professional liability insurance policy for the Services provided by Kimley-Horn during the course of this Agreement.

13) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

14) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

15) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

16) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's Services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its Services until the hazardous substance or condition is eliminated.

17) **Construction Phase Services.**
   a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
   b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
   c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

18) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

19) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the Project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its Services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

20) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

CONTRACT

A Contract For Design Professional Services

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and _____, a _____, whose address is _____ ("Contractor").

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

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

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

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

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

2. **CONTRACTOR'S SERVICES:**

    a. **Description of Services.**

        i. **Attachments:**

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

            2. **Attachment B:** Fee Schedule

            3. **Attachment C:** Schedule of Services. Tasks and subtasks shall be completed in accordance with the schedule in Attachment C. Any change(s) to the schedule must be approved in writing by the City's Project Manager.

            4. **Attachment D:** Project Team. Contractor will perform the work using the project team identified in Attachment D. Any

changes to the project team must be approved in writing by the City's Project Manager.

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

c. **Notice to Proceed.** Contractor shall not commence work until the Contract is fully executed by City and Contractor and a Notice to Proceed (NTP) has been issued to the Contractor by the City.

d. **Optional Services.** The City shall have the right to exercise its option(s) for all or any part of the OPTIONAL tasks or subtasks identified in Attachment B Fee Schedule, (and further described in Attachment A Scope of Services). The Contractor shall not commence work on any OPTIONAL task prior to issuance of a NTP for the OPTIONAL task by the City.

3. REQUIRED APPROVALCOMPENSATION AND TERMS OF PAYMENT:

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

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

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

d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior

to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year

e. **Not to Exceed.** The maximum amount payable to Contractor to complete each task is equal to the not-to-exceed amounts identified in Attachment B. Contractor may submit a written request to the City's Project Manager to reallocate not-to-exceed amounts between Tasks. The request to reallocate must be accompanied by a revised fee schedule with associated revised not-to-exceed amounts and must be approved in writing by the City's Project Manager prior to performance of the work. Contractor shall not be compensated in excess of the Total not-to-exceed Contract amount:

Subtotal Professional Services: (Tasks 1 to 5)	$ 65,560
Subtotal OPTIONAL Professional Services: (Task 6)	$ 11,000
Total NTE Amount (Including OPTIONAL Services)	$ 76,560

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

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

If to Contractor:
Kimley-Horn and Associates, Inc.
6671 South Las Vegas Blvd., #320
Las Vegas, NV 89119

4. INSPECTION & AUDIT:

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

b. **Inspection & Audit**. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and

practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

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

5. TERMINATION OR SUSPENSION:

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

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

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

the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

perform in accordance with the terms of this Contract after the intervening cause ceases.

10. INDEMNIFICATION: The City does not require the Contractor to defend, indemnify or hold harmless the public body or the employees, officers or agents of that public body from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the public body.

a. The City does require the Contractor to indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor in the performance of the contract.

b. The City does not require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor. If the Contractor is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body, as reimbursement for the attorney's fees and costs incurred by the public body in defending the action, by the Contractor in an amount which is proportionate to the liability of the Contractor.

c. The City does require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are not based upon or arising out of the professional services of the Contractor.

11. INDEPENDENT CONTRACTOR: Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships

of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

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

COF	CTR

a. **Workers' Compensation and Employer's Liability Insurance**. Industrial insurance protecting Contractor and the City from potential employee claims based upon job-related sickness, injury, or accident, during the performance of this Contract. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Prior to commencing any work, Contractor shall complete and provide the following written request to a qualified insurer: ****CONTACTOR NAME has entered into a contract with Owner to perform work from THE ___ DAY OF _____, 20__ to THE ___ DAY OF _____, 20__ and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that

Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley

595 Silver Lace Blvd

Fernley, NV 89408

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

1. In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and

2. Contractor is otherwise in compliance with those terms, conditions and provisions.

COF CTR

b. **Professional Liability Insurance**. Minimum Coverage Limit required (not deductible amount): $1,000,000 Each Claim, $2,000,000 Aggregate.

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

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

c. **General Requirements**.

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

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

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

iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically

agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **PROPRIETARY INFORMATION:** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs,

computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.

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

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

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

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

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

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

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

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

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

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

connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.

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

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

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF FERNLEY

_____
Mayor, City of Fernley Date

_____
City Manager, City of Fernley Date

_____
City Clerk, City of Fernley Date

Approved as to form:

_____
City Attorney, City of Fernley Date

Originating Department:

_____
Department Head Date

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 19, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Barry Williams, Chief Operations Manager**

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

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and Possible Action Regarding Approval of the City of Fernley's Proposed 2027 Legislative Bill Draft Request, the "Public Property Protection and Recovery Act," and Authorization for Staff to Submit and Advocate for the Proposal During the 2027 Nevada Legislative Session.

AGENDA ITEM BRIEF:

Staff recommends that the City Council review and approve the proposed Public Property Protection and Recovery Act as the City of Fernley's legislative bill proposal for the 2027 Nevada Legislative Session and authorize the Mayor, Chief Operating Officer, City Attorney, and designated staff or representatives to submit, present, advocate for, and make non-substantive revisions to the proposal as necessary during the legislative process.

RECOMMENDED MOTION:

"I move to approve the Public Property Protection and Recovery Act as the City of Fernley's legislative bill proposal for the 2027 Nevada Legislative Session and authorize the Mayor, Chief Operating Officer, City Attorney, and designated City representatives to submit, present, advocate for, and make non-substantive revisions to the proposal as necessary to obtain legislative sponsorship and advance the measure through the legislative process."

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:
The City Council may consider the following alternatives:

1. **Approve the proposal as presented.**
   The Council may approve the Public Property Protection and Recovery Act as the City of Fernley's legislative bill proposal for the 2027 Nevada Legislative Session and authorize City representatives to seek sponsorship and advocate for its passage.
2. **Approve the proposal with revisions.**
   The Council may approve the proposal subject to specified changes in its scope, definitions, remedies, recoverable costs, treatment of repeat offenders, community restoration provisions, or other policy direction. Staff would incorporate the Council's direction before submitting the proposal for legislative sponsorship.
3. **Take no action or decline to approve the proposal.**
   The Council may elect not to advance the proposal as a City legislative priority. Under this alternative, the City would continue relying on the criminal, restitution, and civil remedies currently available under Nevada law.

BACKGROUND:
The City of Fernley, as well as most municipalities in Northern Nevada, has experienced repeated vandalism and intentional damage to parks, public restrooms, athletic facilities, landscaping, irrigation systems, public buildings, and other taxpayer-funded property. These incidents impose significant repair, replacement, cleanup, administrative, and personnel costs on the City. When restitution is unavailable or does not cover the City's full documented expenses, those costs are ultimately borne by Fernley taxpayers.

The proposed Public Property Protection and Recovery Act would strengthen Nevada law by providing municipalities with more effective tools to recover the actual costs associated with intentional damage to publicly owned property. The proposal would not create a new criminal offense. Instead, it would strengthen restitution and civil recovery provisions, improve accountability for repeat offenders, and preserve judicial discretion.

The proposed legislation would:

- Expand and clarify the definition of protected municipal public property.
- Authorize recovery of fully documented restoration costs, including labor, overtime, equipment, materials, contractors, engineering, permitting, cleanup, temporary safety measures, and administrative expenses.
- Allow municipalities to pursue civil recovery when criminal charges are not filed or when restitution is incomplete.
- Permit courts to consider repeat offenses involving municipal public property.
- Authorize community restoration service, when appropriate.
- Provide that unpaid restitution may be enforced as a civil judgment.

Approval of this item would establish the proposal as the City of Fernley's legislative priority for the 2027 Nevada Legislative Session and authorize City representatives to seek sponsorship and support from the Nevada

Legislature, the Nevada League of Cities and Municipalities, and other interested organizations.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 206

FINANCIAL IMPLICATIONS:

Approval of the proposed bill draft request does not create an immediate fiscal obligation for the City beyond existing staff and legislative advocacy resources. If enacted, the legislation could provide the City with additional opportunities to recover costs resulting from vandalism and intentional damage to municipal property, potentially reducing the financial burden placed on the City's General Fund and Fernley taxpayers.

ATTACHMENTS:
None

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 19, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Lisa Warner**

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

ACTION REQUESTED: Resolution
Motion

AGENDA ITEM:

(Possible Action) Discussion and possible action to approve Resolution #26-014 associated with CA26002 to update the Planning Department Fee Schedule to reflect the addition of fees for the Minor Conditional Use Permit entitlement process.

AGENDA ITEM BRIEF:

As the City Planning Department is amending Section 32.03.050 - Entitlements to add a Minor Conditional Use Permit as an entitlement process, the current fee schedule needs to be revised to reflect the addition of the new fees for the Minor Conditional Use Permit entitlement process.

RECOMMENDED MOTION:

"I move to approve Resolution #26-014 associated with CA26002 to update the City Planning Department Fee Schedule."

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:

"I move to deny Resolution #26-014 associated with CA26002 to update the City Planning Department Fee Schedule because _____."

Note: Any motion that City Council feels is appropriate and falls within City Council Rules of Precedure is allowed.

BACKGROUND:

Planning staff presented a Code Amendment to the City Council earlier tonight to add a Minor Conditional Use Permit entitlement process. This process will provide an additional and less restrictive mechanism to evaluate proposed land uses.

The Minor Conditional Use Permit will be used in instances where there is no proposed construction. The lack of proposed construction eliminates the need for Engineering review, which enables the fee to be reduced, thus making it less cost prohibitive for many applicants, including small business owners.

As this is a new entitlement process, the associated fee has been established based on our current fee for a Conditional Use Permit. Since there will be no Engineering review, we have removed the fee charged for Engineering review. This takes the fee from $6,404 for a Conditional Use Permit to $2,580 for a Minor Conditional Use Permit.

The proposed fee schedule is attached. Please note that no other fees are being changed. We are only adding the new fee for the Minor Conditional Use Permit application.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

City of Fernley Title 32 - Development Code/Appendix A/A2 - Fees

FINANCIAL IMPLICATIONS:

Increased revenue to the City of Fernley

ATTACHMENTS:

1. Resolution 26-014
2. Proposed Fee Schedule -Minor CUP Increase
3. Approved Fee Schedule 041724

RESOLUTION # 26-014

A RESOLUTION OF THE FERNLEY CITY COUNCIL AMENDING THE PLANNING DEPARTMENT FEE SCHEDULE TO ADD FEES FOR A MINOR CONDITIONAL USE PERMIT ENTITLEMENT PROCESS.

WHEREAS, the City of Fernley is a political subdivision of the State of Nevada, organized pursuant to the provisions of NRS 266; and

WHEREAS, Fernley Municipal Code Section 32.01.090, as established by City of Fernley Ordinance #2020-005, requires that City Council establish a schedule of fees for processing of all development and land division applications under the Development Code (Title 32) by resolution; and

WHEREAS, the City of Fernley Planning Department is adding a Minor Conditional Use Permit entitlement process; and

WHEREAS, the fee for the Minor Conditional Use Permit entitlement process must be added to the fee schedule; and now therefore,

BE IT RESOLVED BY FERNLEY CITY COUNCIL that the fee schedule adopted by Resolution #26-014 is repealed and the Planning Department Fee Schedule shown in Exhibit A of this document is hereby adopted and shall take effect August 20, 2026.

RESOLUTION PASSED, APPROVED, AND ADOPTED the 19th day of August, 2026 by the Fernley City Council, City of Fernley, State of Nevada.

Aye: _____ Nay: _____ Abstention: _____ Absent: _____

ACKNOWLEDGED AND APPROVED: DATED:

_____ _____

Neal E. McIntyre, Mayor

ATTEST:

_____ _____

Kim Swanson, City Clerk

CITY OF FERNLEY
PLANNING DEPARTMENT FEE SCHEDULE

Application Type	Planning Fee	Engineering Fee	Surveyor Fee	Noticing Fee	Technology Fee**	Total Deposit
Entitlements						
Administrative Review	$2,350	$720	$0	$0	$94	$3,164
Annexation*	$4,000	$0	$1,300	$500	$160	$5,960
Conditional Use Permit	$3,600	$2,160	$0	$500	$144	$6,404
Development Agreement*	$3,500	$2,880	$0	$500	$140	$7,020
Major Deviation	$1,750	$0	$0	$500	$70	$2,320
Master Plan Amendment (Map)*	$3,500	$0	$0	$500	$140	$4,140
Master Plan Amendment (Text)*	$5,000	$0	$0	$500	$200	$5,700
Minor Conditional Use Permit	$2,000	$0	$0	$500	$80	$2,580
Minor Deviation	$500	$0	$0	$0	$20	$520
Planned Development*	$5,000	$4,320	$0	$500	$200	$10,020
Temporary Use Permit (Use)	$250	$0	$0	$0	$10	$260
Variance	$1,750	$0	$0	$500	$70	$2,320
Waiver	$500	$1,320	$0	$0	$20	$1,840
Zoning Map Amendment*	$3,500	$0	$0	$500	$140	$4,140
Land Division/Mapping						
Abandonment/Vacation	$1,500	$1,200	$1,550	$0	$60	$4,310
Amended Map	$250	$0	$1,550	$0	$10	$1,810
Boundary Line Adjustment	$700	$0	$2,200	$0	$28	$2,928
Certificate of Amendment	$250	$0	$900	$0	$10	$1,160
Division of Land into Large Parcels (Final)	$600	$240	$2,200	$0	$24	$3,064
Division of Land into Large Parcels (Tentative)	$1,000	$420	$0	$0	$40	$1,460
Parcel Map (Final)	$1,000	$420	$2,200	$0	$40	$3,660
Parcel Map (Tentative)	$2,050 + $200/lot	$1,920 + $100/lot	$0	$0	$82	$4,052 + $300/lot
Reversion to Acreage	$1,400	$720	$1,400	$0	$56	$3,576
Roadway Dedication	$1,500	$1,200	$1,550	$0	$60	$4,310
Subdivision Map (Final)	$1,650	$960	$2,700 + $20/lot	$0	$66	$5,310 + $20/lot
Subdivision Map (Tentative)	$8000 +$60/lot >100 lots	$5,760 + $50/lot>100 lots	$0	$0	$320	$14,080 + $110/lot >100 lots
Miscellaneous						
Appeal	$750	$120/hr	$0	$500	$30	$1,280 + $120/hr***
Continuance	$400	$120/hr	$0	$500	$16	$916 + $120/hr***
Extension of Time	$775	$0	$0	$500	$31	$1,306
Sign Permit Review	$100	$0	$0	$0	$4	$104
Temporary Sign Permit	$100	$0	$0	$0	$4	$104
Zoning Verification Letter	$150	$0	$0	$0	$6	$156
Flat Fees						
Planning Plan Review	40% of Permit Fee	$0	$0	$0	4%	40% of Permit Fee + 4%

Residential Repeats	$100	$0	$0	$0	$4	$104
Temporary Use Permit (Special Event)	$100	$0	$0	$0	$4	$104

Notes:
* Outside Legal Fees to be Paid at Actual Cost
** Technology Fee = 4% of Planning Fee
***Noticing Fee omitted if N/A

See Next Page for More Information

CITY OF FERNLEY
PLANNING DEPARTMENT FEE SCHEDULE

Application	Base Application Fee	Surveyor Fee	Noticing Fee	Technology Fee**	Total Deposit
Entitlements					
Administrative Review	$2,350	$0	$0	$94	$2,444
Annexation*	$4,000	$1,600	$500	$160	$6,260
Conditional Use Permit	$3,600	$0	$500	$144	$4,244
Development Agreement*	$3,500	$0	$500	$140	$4,140
Major Deviation	$1,750	$0	$500	$70	$2,320
Master Plan Amendment (Map)*	$3,500	$0	$500	$140	$4,140
Master Plan Amendment (Text)*	$5,000	$0	$500	$200	$5,700
Minor Deviation	$500	$0	$0	$20	$520
Planned Development*	$5,000	$0	$500	$200	$5,700
Temporary Use Permit (Special Event)	$500	$0	$0	$20	$520
Temporary Use Permit (Use)	$250	$0	$0	$10	$260
Variance	$1,750	$0	$500	$70	$2,320
Waiver	$500	$0	$0	$20	$520
Zoning Map Amendment*	$3,500	$0	$500	$140	$4,140
Land Division/Mapping					
Abandonment/Vacation	$1,500	$1,450	$0	$60	$3,010
Amended Map	$250	$1,450	$0	$10	$1,710
Boundary Line Adjustment	$700	$2,100	$0	$28	$2,828
Certificate of Amendment	$250	$850	$0	$10	$1,110
Division of Land into Large Parcels (Final)	$600	$2,100	$0	$24	$2,724
Division of Land into Large Parcels (Tentative)	$1,000	$0	$0	$40	$1,040
Parcel Map (Final)	$1,000	$2,100	$0	$40	$3,140
Parcel Map (Tentative)	$2,050 + $200/lot	$0	$0	$82	$2,132 + $200/lot
Reversion to Acreage	$1,400	$1,300	$0	$56	$2,756
Roadway Dedication	$1,500	$1,450	$0	$60	$3,010
Subdivision Map (Final)	$1,650	$2,600 + $20/lot	$0	$66	$4,316 + $20/lot
Subdivision Map (Tentative)	$8000 +$60/lot >100 lots	$0	$0	$320	$8320 + $60/lot >100 lots
Miscellaneous					
Appeal	$750	$0	$500	$30	$1,280
Continuance	$400	$0	$500	$16	$916
Extension of Time	$775	$0	$500	$31	$1,306
Sign Permit Review	$100	$0	$0	$4	$104
Temporary Sign Permit	$100	$0	$0	$4	$104
Zoning Verification Letter	$150	$0	$0	$6	$156
Building Related					**Flat Fees**
Planning Plan Review	40% of Permit Fee	$0	$0	4%	40% of Permit Fee + 4%
Residential Repeats	$100	$0	$0	$4	$104

Notes:
* Outside Legal Fees to be Paid at Actual Cost
** Technology Fee = 4% of Application Fee

See Next Page for More Information

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 19, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Ana Navarro**

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

ACTION REQUESTED: Resolution

AGENDA ITEM:

(Possible Action) Discussion and possible action to approve Resolution No. 26-024, adopting the Sewer Master Plan as the City's long-range planning document to guide future wastewater treatment improvements, regulatory compliance, capital planning, funding opportunities, and phased implementation of facility upgrades.

AGENDA ITEM BRIEF:

The Sewer Master Plan evaluates the City's existing wastewater treatment facilities and establishes a long-term strategy for regulatory compliance, operational reliability, future growth, and capital improvements. Adoption of the Master Plan provides a planning framework to support future budgeting and funding opportunities for wastewater infrastructure projects.

RECOMMENDED MOTION:

"I move to approve Resolution No. 26-024, adopting the Sewer Master Plan as the City's long-range planning document for future wastewater system improvements."

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:

Option 1
Approve Resolution No. 26-024 adopting the Sewer Master Plan.

Option 2
Table the item and direct staff to return with additional revisions.

Option 3
Deny adoption of the Master Plan.

BACKGROUND:

The East Wastewater Treatment Plant is one of the City's most critical public infrastructure assets, and it's responsible for collecting, treating, and disposing of wastewater generated throughout the community.

The City continues to experience residential and commercial growth while simultaneously addressing aging infrastructure and increasingly stringent regulatory requirements established by the Nevada Division of Environmental Protection (NDEP).

To prepare for these challenges, the City retained engineering consultants to evaluate the existing wastewater treatment facilities and develop a comprehensive master plan.

The Sewer Master Plan identifies existing infrastructure deficiencies, evaluates current and future treatment capacity, recommends phased capital improvements, and provides planning-level cost estimates that will assist the City in future budgeting and funding efforts.

Adoption of the Master Plan establishes the City's long-term planning framework and positions the City to pursue grants, low-interest loans, and other funding opportunities for future wastewater improvements.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

The proposed resolution adopts the Sewer Master Plan as an engineering planning document. The Master Plan supports the City's long-term compliance with applicable federal and state wastewater regulations, including the Clean Water Act, the City's National Pollutant Discharge Elimination System (NPDES) permit requirements, and Nevada Division of Environmental Protection (NDEP) regulations. Adoption of the Master Plan does not authorize construction or the appropriation of funding for capital projects; future improvements will be presented to the City Council for separate review and approval.

FINANCIAL IMPLICATIONS:
There is no immediate fiscal impact associated with the adoption of the Sewer Master Plan.

Projects identified in the Master Plan will be subject to City Council approval and available funding.

ATTACHMENTS:
1. Sewer MasterPlan-Resolution
2. City of Fernley 2026 Sewer Master Plan - City Council Presentation

CITY OF FERNLEY
RESOLUTION #26-024

A RESOLUTION OF THE CITY OF FERNLEY TO ADOPT THE 2026 SEWER MASTER PLAN

WHEREAS, it is a function of the City of Fernley to own, operate, maintain, and improve its wastewater collection, treatment, reuse, and disposal facilities in a manner that protects public health, safety, and environment; and

WHEREAS, the City Council desires to provide reliable, efficient, and sustainable wastewater treatment services to its residents, businesses, and future development in accordance with the requirements of the Nevada Revised Statutes (NRS), Nevada Administrative Code (NAC), the Nevada Division of Environmental Protection (NDEP), and all applicable federal and state environmental regulations; and

WHEREAS, the East Wastewater Treatment Plant serves as a critical component of the City's wastewater infrastructure and requires long-term planning to ensure continued regulatory compliance, operational reliability, treatment capacity, and resiliency; and

WHEREAS, the City has experienced continued residential, commercial, and industrial growth that requires evaluation of existing wastewater treatment facilities and planning for future capacity improvements; and

WHEREAS, the City has completed the East Wastewater Treatment Plant Master Plan to evaluate existing infrastructure, assess current and projected treatment demands, identify operational deficiencies, establish phased capital improvements, and provide recommendations necessary to support the City's present and future wastewater needs; and

WHEREAS, the Master Plan establishes phased capital improvement projects that will assist the City in prioritizing investments based upon operational needs, regulatory requirements, available funding, and future growth projections; and

WHEREAS, adoption of the Master Plan will support the City's Capital Improvement Program (CIP), budgeting process, grant applications, State Revolving Fund (SRF) loan applications, federal funding opportunities, and other financial assistance programs; and

WHEREAS, adoption of the Master Plan does not authorize construction of any individual project, nor does it commit the City to funding all recommendations contained therein, but instead establishes the City's long-term planning framework for future wastewater system improvements; and

WHEREAS, implementation of projects identified within the Master Plan shall be subject to future City Council approval, funding availability, environmental review, engineering design, permitting, and compliance with all applicable procurement requirements and state and federal regulations; and

WHEREAS, the City Council, on August 19, 2026, held a duly noticed public meeting, reviewed the East Wastewater Treatment Plant Master Plan, considered public comments, and determined that adoption of the Master Plan is in the best interests of the City of Fernley.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fernley hereby:

Section 1. Adoption

Adopts the 2026 Sewer Master Plan, dated May 26, 2026, as the City's official long-range planning document for the wastewater treatment facilities.

Section 2. Planning Document

Declares that the Master Plan shall serve as the guiding document for future planning, budgeting, design, regulatory coordination, capital improvement programming, and funding applications related to the East Wastewater Treatment Plant.

Section 3. Amendments

Recognizes that the Master Plan is intended to be a living planning document and may be amended, updated, or supplemented by future action of the City Council as conditions, regulations, technologies, funding opportunities, or growth projections change.

Section 4. Implementation

Authorizes City staff to utilize the Master Plan in pursuing grants, loans, regulatory approvals, engineering design services, environmental review, and future capital improvement projects consistent with the priorities identified within the Plan.

Section 5. Effective Date

This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2026.

CITY OF FERNLEY

_____
Mayor

ATTEST:

_____
City Clerk

City of Fernley

2026 Sewer Master Plan Update

Critical system needs, capital priorities and growth triggers

Prepared by Shaw Engineering
Owen Wurgler, PE, MSc.

City Council Meeting



A Sewer Master Plan documents conditions of the sewer system and guides decision making process

It provides a current technical reference for operating, maintaining and expanding the sewer system.

01

Document the system

Inventory key above-ground assets and evaluate their condition, flows and capacity.

02

Evaluate future needs

Translate population, land use and planned development into future sewer demand.

03

Define implementation

Identify projects, costs, sequencing and measurable implementation triggers.

PURPOSE

Identify system strengths and weaknesses, address potential deficiencies and plan improvements for ongoing sustainability and growth.

Fernley's sewer planning history spans more than three decades

The 2026 Update is the fourth master plan, building on prior plans as the city grew and conditions changed.

1992

First master plan

Established the city's original framework for sewer service, facilities and future expansion.

2005

Growth-era update

Prepared as Fernley entered rapid expansion; population rose 71.8% between 2005 and 2011.

2009

Current adopted plan

Prepared by TRC Engineers using 2008 billing data; several projects were deferred as growth slowed.

2026 UPDATE

Shaw Engineering's update refreshes the 2009 plan with current flows, Comprehensive Plan land use and today's connections to guide capital planning.

The update combines flow monitoring, land use analysis and hydraulic modeling

The 2026 plan updates the 2009 master plan with current system data and development estimates.

Planning cases include a 2040 baseline and tentative/final-map buildout.

10 sites

Monitored flows

3 month flow monitoring plus WWTP daily and annual records.

14 areas

Growth framework

Observed growth rate and tentative and final maps.

WaterGEMS

Hydraulic model

Calibrated capacity review for mains, lift stations and CIPs.

Growth and Age

Detailed scope includes lift stations, the EWWTP and major interceptors.

14 sq mi

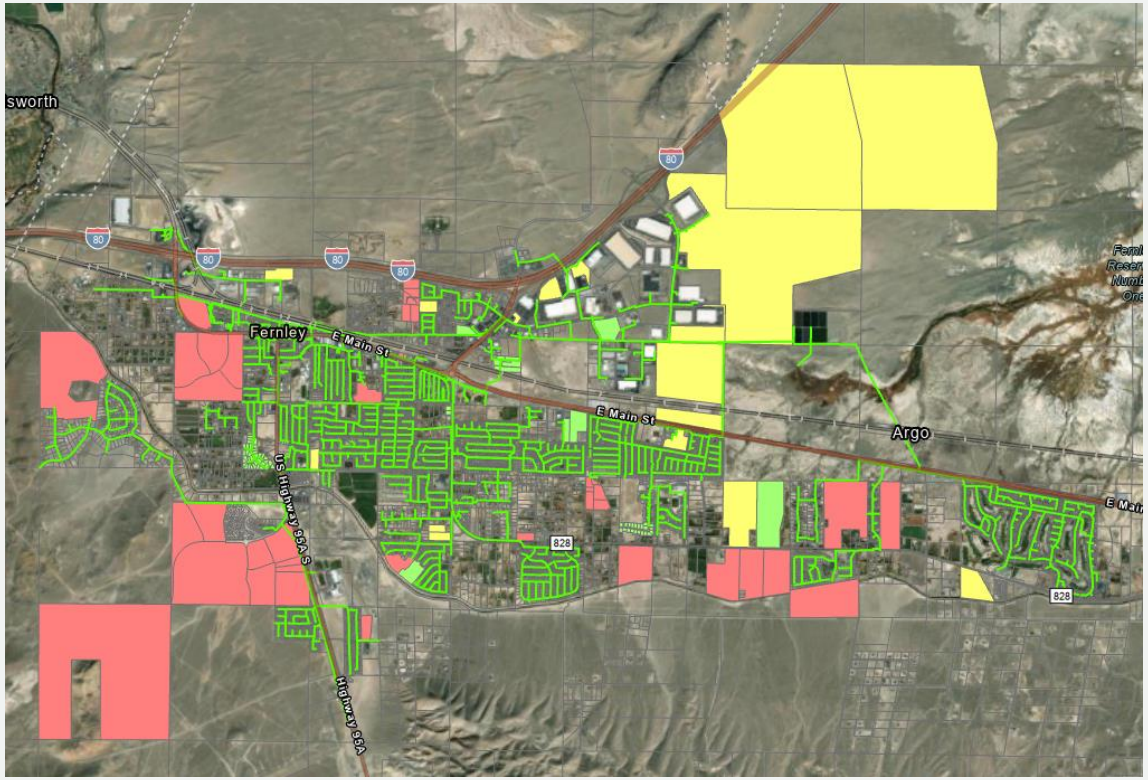
existing sewer customer service area*

93 mi

of City-owned sewer main

11 lift stations

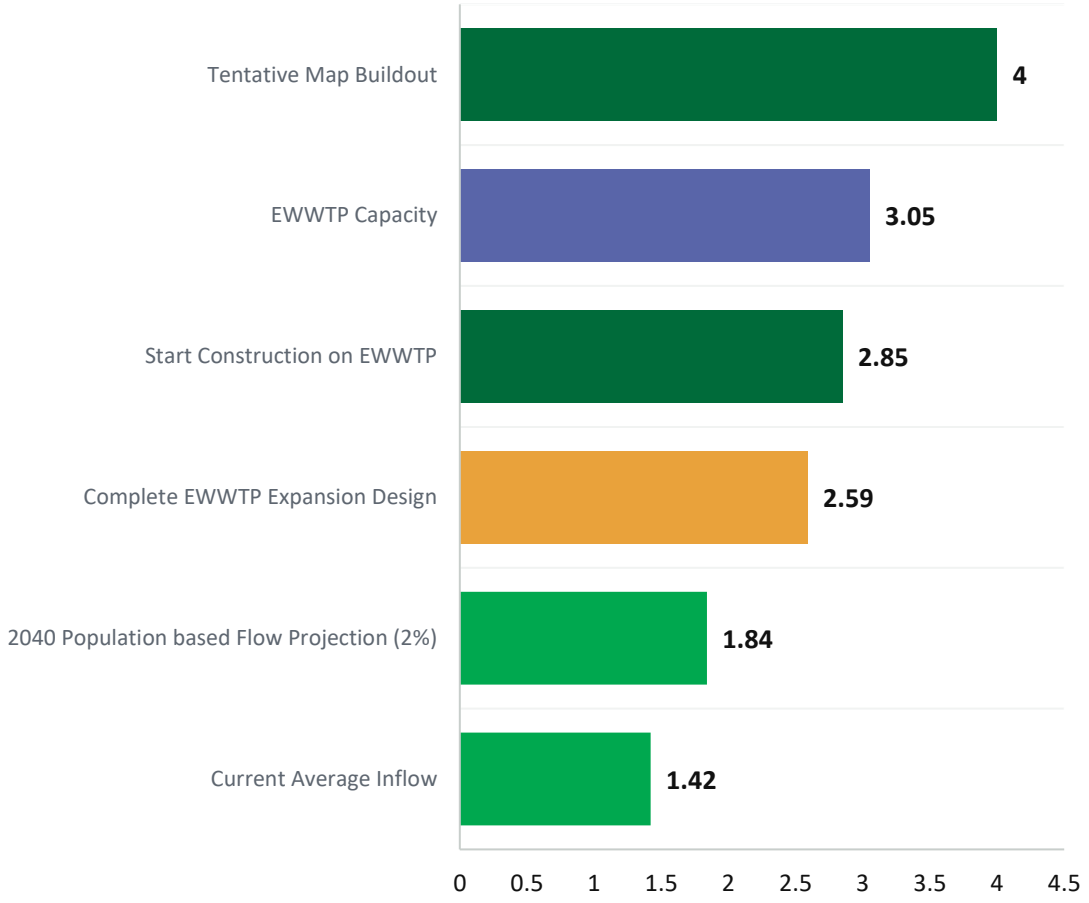
plus the 3.05 MGD East Wastewater Treatment Plant



*areas currently served by city sewer

EWWTP Flows and Benchmarks

Average-day flow and planning benchmarks (MGD)



2.59 MGD

NDEP required Design Completion

Have approved expansion plans ready before reaching 85% of current capacity.

2.85 MGD

NDEP requires Construction to Begin

4.00 MGD

Buildout of Existing Entitlements

Tentative Maps, Final Maps, and Current developments under construction

Capital Improvement Projects – Planning Level Cost Estimates

Table 1-3 groups existing-condition work, corridor and collection system capacity projects, and treatment capacity improvements.

EXISTING MAINTENANCE AND REPAIRS

$7.61M

CIP 1 Rolling Meadows Lift Station | $1.35M

CIP 2 Gravity System Inspection | $0.10M

CIP 3 Gravity System Repairs | TBD

CIP 4 SCADA Upgrades | $1.63M

CIP 5 Station Modernization | $1.26M

CIP 6 Highway 50 LS Water | $0.30M

CIP 7 East Lift Station + Force Main | $2.97M

COLLECTION SYSTEM CAPACITY

$27.88M

CIP 8 West force main | $0.57M

CIP 9.1 South Arm Phase 1 | $9.05M

CIP 9.2 South Arm future | $18.17M

CIP 10 TMAI lift station | $0.10M

TREATMENT CAPACITY

$26.55M

CIP 11 EWWTP capacity upgrade

Design-ready threshold: 2.59 MGD

Table 1-3 release: above 2.85 MGD

PER concept: optimize ponds to 5.0 MGD

Capacity Project Trigger Points

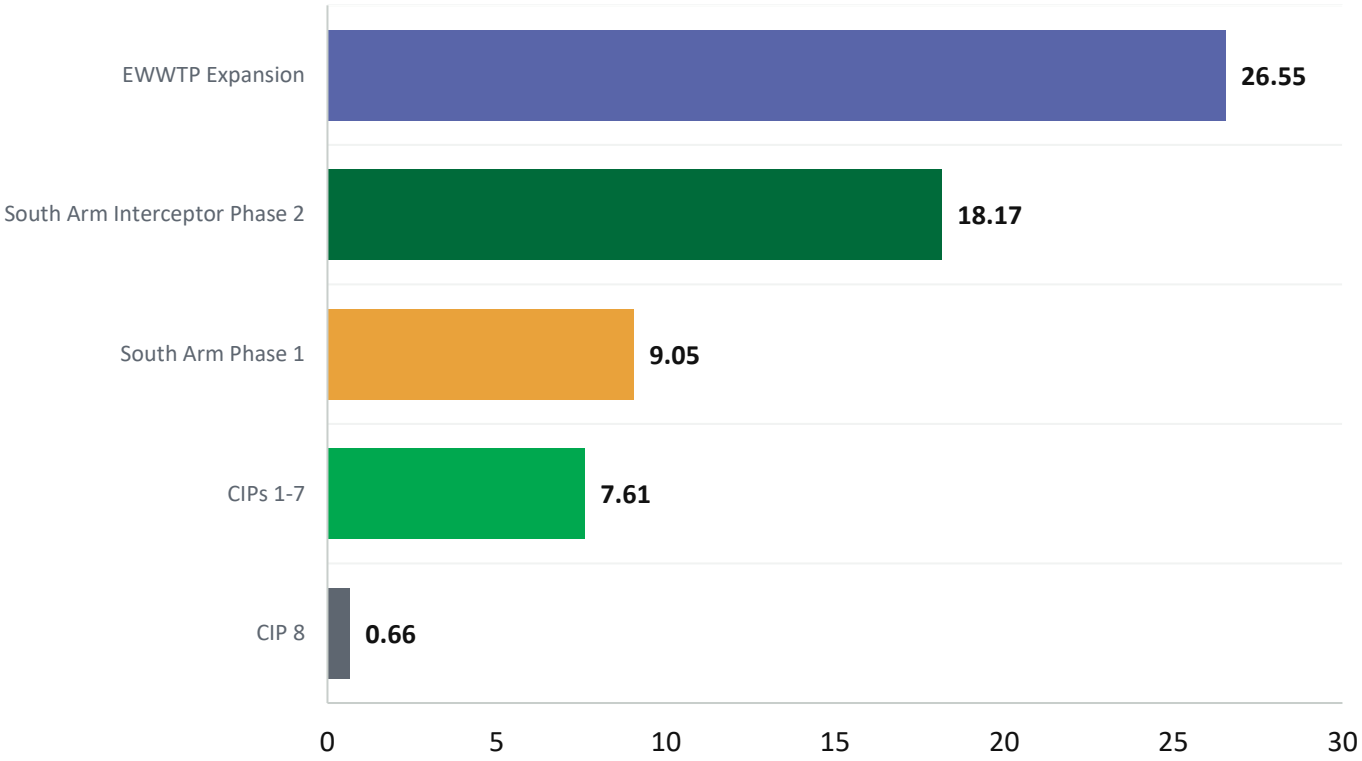
Only South Arm Phase 1 is in design; the remaining $47.90M waits on defined flow or development thresholds.

CIP / project	Estimated Cost	Release trigger / status	What it accomplishes
9.1 | South Arm Interceptor Phase 1	**$9.05M**	Design phase	27- and 30-in interceptor; Replaces aging transite sewer mains; Highway 50 / UPRR crossing
8 | West Lift Station Force Main	**$0.57M**	West Lift Station reaches 900 gpm average inflow	10-in main reduces velocity and energy use
9.2 | South Arm Interceptor Phase 2	**$18.17M**	BC Ranch Phase 1 complete	Phased corridor upsizing; developer participation
10 | TMAI Lift Station Expansion	**$0.10M**	Flow exceeds 28 gpm	Pump, electrical and force-main modifications
11 | EWWTP Expansion	**$26.55M**	Design by 2.59; release >2.85 MGD	Implement the PER-selected in-situ expansion

Project Cost Distribution

Program risk is concentrated in two projects, with many lower cost, high impact projects

Estimated program cost ($M)



Budget controls

Concentration

EWWTP capacity + South Arm future = $44.72M, or 72%.

Exclusions

CIP 3 collection repair quantities and any later full mechanical plant are outside $62.04M.

Estimate basis

Contingency and soft-cost assumptions vary by project.

Future Implementation

Recommended Council direction

COUNCIL REVIEW

Plan Content

Purpose, scope, technical basis, system findings, growth projections and capital program.

REQUESTED ACTION

Accept the update

Accept the 2026 Sewer Master Plan Update as the City's current sewer infrastructure planning reference.

ONGOING USE

Maintain the plan

Monitor flows and development; update project scope, costs and timing as conditions change.

Thank you

Questions and discussion

Shaw Engineering | City of Fernley 2026 Sewer Master Plan Update

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 19, 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
Motion

AGENDA ITEM:

(For Possible Action) Discussion and possible action to approve 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:

"I move to pass, approve, and adopt Bill #390 associated with CA26002 as presented by staff."

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:

"I move to deny Bill #390 associated with CA26002 as presented by staff because

_____."

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~~nif 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 19, 2026

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

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

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Approval) Presentation, discussion, and possible action to approve and accept the 2027 Community Development Block Grant (CDBG) program overview, proposed projects, estimated costs, and beneficiaries presentation, and support the continued citizen participation process.

AGENDA ITEM BRIEF:

Staff requests Council consideration and possible action regarding the second of three required public meetings for the 2027 Community Development Block Grant (CDBG) Program application cycle. In accordance with Title I of the Housing and Community Development Act of 1974, as amended, and 24 CFR Part 570, this hearing is a mandated step in the annual CDBG process to ensure citizen participation in the identification of eligible community development projects. The purpose of the second public meeting is to present project concepts identified to date, their estimated costs, and their estimated beneficiaries; to solicit additional public input; and to notify the public and Council of the upcoming third and final public meeting at which potential projects will be selected and prioritized for application submittal.

IMPORTANT DEADLINE NOTICE: For the 2027 CDBG program cycle, no additional project ideas will be accepted after October 15, 2026. October 16, 2026 is the cutoff date to submit project ideas to the Governor's Office of Economic Development for eligibility determination. Members of the public and stakeholders wishing to propose a project for consideration must do so on or before that date. The maximum number of open CDBG grants allowed per entity is five. The City's current number of open CDBG grants is zero.

RECOMMENDED MOTION:

I move to direct staff to incorporate all eligible proposals and citizen comments into the draft list of 2027 Community Development Block Grant applications for further review, priorization and City Council approval at the third and final public meeting.

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 decide to not advance any projects from this public hearing for further consideration.

BACKGROUND:
The primary objective of Title 1 of the Housing and Community Development Act of 1974, as amended, is the development of viable urban communities. These viable communities are achieved by providing the following, principally for people of low and moderate incomes: decent housing; a suitable living environment; and economic opportunity.

The Govenor's Office of Economic Development (GOED) administers the CDBG program for the State of Nevada. The State's goal is to meet the National Objectives of the CDBG program by considering projects addressing documented public health or safety needs; needs identified through a community and/or regional planning process; and economic development needs. The City of Fernley is one of twenty-six eligible entities to apply for funds through the CDBG program in Nevada, and the award process is highly competitive among rural jurisdictions.

The City of Fernley has received over $2.2 million in grant funds from the Nevada CDBG program since 2002, funding projects including the Main Street Beautification, Depot Community Center phases, Downtown Corridor Revitalization, Main Street Revitalization Plan, UNR Small Business Development Center Business Counseling, Access to Health Care Network, Fernley Community Assessment, NxLevel Business Classes and the Community Response & Resource Center.

The first public meeting in this 2027 cycle was held in July, at which time CDBG program was introduced, eligible activities were described, and initial public input was solicited. The second public meeting builds upon that input by presenting specific project concepts for public review and comment. A third and final public meeting will be scheduled at which potential projects will be prioritized and Council will approve applications for submittal to the State.

IMPORTANT DEADLINE NOTICE: For the 2027 CDBG program cycle, no additional project ideas will be accepted after October 15, 2026. October 15, 2026 is the cutoff date to submit project ideas to CDBG for eligibility determination. Members of the public and stakeholders wishing to propose a project for consideration must do so on or before that date. The maximum number of open CDBG grants allowed per entity is five. The City's current number of open CDBG grants is zero.

CDBG expects to receive $2.9 million for 2027, and the City of Fernley is one of 26 eligible entities to apply for funds through the competitive program. For a project to be fundable, it must pass three tests: 1) meet a National Objective, 2) have an Eligible Activity, and 3) align with the Governor's Office of Economic Development's priority of Economic Development with emphasis on infrastructure, specifically water and sewer utilities.

Following the July 15, 2026 meeting, staff discussed with various City departments and community members to identify and evaluate potential projects for the 2027 CDBG application cycle. The second CDBG public meeting

presents the potential project concepts, estimated costs, estimated beneficiaries, and project justification for Council and public review. Public input is requested, and additional project ideas may still be submitted. A third and final public meeting will be scheduled for Council to discuss, rank, and approve applications prior to submittal to the State.

Proposed Projects to Date
The following projects have been identified for potential 2027 CDBG application. Staff will present these for Council and public review, discussion, and input. All projects listed are subject to CDBG eligibility confirmation and must meet one or more of the CDBG national objectives.

#	Project	Estimated Cost	Primary Beneficiaries	CDBG Priority Category
1	Water Treatment Plant NEPA Compliance	$75,000 - $150,000	All City of Fernley water utility customers; principally low- and moderate-income households	Public Facility & Infrastructure
2	City Community Needs Assessment & City of Fernley 2027-2032 Strategic Plan	$125,000 to $225,000	All City of Fernley residents; principally low- and moderate-income persons	Community Planning & Capacity Building
3	In Town Park Parking Facility & Sidewalk Preliminary Engineering Report	$40,000 - $85,000	Citywide; Area-wide benefit, principally low- and moderate-income persons	Public Facility & Infrastructure

Project 1: Water Treatment Plant Upgrade Project NEPA Compliance, $75,000 - $150,000
Project Summary: The City has contracted with CDM Smith for the design of the Water Treatment Plant (WTP) upgrade project. Prior to any obligation or commitment of federal funds for construction or infrastructure improvements, compliance with the National Environmental Policy Act (NEPA). The NEPA, including preparation of an Environmental Assessment (EA), is an eligible CDBG activity. The estimated cost range of $75,000–$150,000 is consistent with the City's prior NEPA consulting contracts, including the RCI engagement for the Community Response & Resource Center project. Beneficiaries include all City of Fernley water utility customers, principally low- and moderate-income households.

- National Objective: Low- and Moderate-Income Area Benefit
- GOED's Priorities: Infrastructure, Water Improvement Project to Support Sustainable, Resilient Communities
- City of Fernley Priorities: The project directly aligns with the City's 2021-2026 Strategic Plan goal to "Manage sustainable growth and maintain public infrastructure." The 2020 Water Resource Plan identified the utilization of surface water as the most beneficial project the City can pursue to ensure the sustainability of its water system. The benefits of a secondary source of water supply includes: supply diversification, drought resilience, growth capacity, and reduced arsenic treatment burden.

Project 2: Fernley Community Needs Assessment & City of Fernley Strategic Plan 2027-2032, $125,000 to $225,000

Project Summary: A comprehensive community needs assessment would evaluate the current status of the Fernley community, identify strengths, assets, needs, and challenges, and compare the current state of the community to the preferred or desired state. The City's current strategic plan expires in 2026, making a new community needs assessment a critical and time-sensitive priority to inform the next planning cycle. The estimated cost range of $50,000–$75,000 is consistent with the City's documented history of contracting for similar assessments, including the UCED and NCSC comparable engagements. Beneficiaries include all residents of the City of Fernley, principally low- and moderate-income persons.

The City's current 2021–2026 Strategic Plan expires in 2026, leaving the City without an active strategic roadmap. A new five-year strategic plan would establish the City's vision, goals, and priorities for the next planning period, guide resource allocation, and provide a framework for measuring progress. The estimated cost range of $75,000–$150,000 reflects the scope of a comprehensive strategic planning process including community engagement, stakeholder input, and plan development. Beneficiaries include all residents of the City of Fernley, principally low- and moderate-income persons.

- National Objective: Low- and Moderate-Income Persons
- GOED's Priorities: Community Planning & Capacity Building
- City of Fernley Priorities: The project directly advances the City's 2021-2026 City of Fernley Strategic Plan by advancing Goals 1 through 7

Project 3: In Town Park Parking Facility and Sidewalk Preliminary Engineering Report, $75,000 to $125,000

Project Summary: The In Town Park (ITP) is the City's oldest and most centrally located public park, encompassing approximately 4.09 acres, and has been identified as a high-priority project in the City's Parks Master Plan. A preliminary engineering report for the installation of parking facilities and sidewalks on the south end and west side of the park is the essential first step in a phased capital improvement program to address documented deficiencies in parking and pedestrian access at the park. The estimated cost range is $75,000 - $125,000, based on comparable CDBG-funded and locally funded PER studies previously completed by the City. Beneficiaries include low- and moderate-income persons, citywide and area-wide benefits.

- National Objective: Low- and Moderate-Income Area Benefit
- GOED's Priorities: Public Facilities & Infrastructure
- City of Fernley Priorities: The 2021-2026 Strategic Plan identified "Manage sustainable growth and maintain public infrastructure" as the City's primary Livable Community goal.

No financial commitments are required at this time; any future appropriations or matching fund requirements will be brought forward for Council consideration at a later stage in the application process, following completion of all required public meetings and final project selection.

Following the second CDBG public meeting, staff will 1) document all public comments received; 2) confirm CDBG eligibility for all proposed projects with the Governor's Office of Economic Development; 3) refine project scopes and cost estimates; and 4) schedule the third and final public meeting prior to the application deadline to present eligible projects, request cost match, if any, and request project prioritization from Council.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Title I of the Housing and Community Development Act of 1974, as amended.

24 CFR Part 570 Community Development Block Grants

FINANCIAL IMPLICATIONS:

There are no financial implications at this stage of the citizen participation process. Should the City Council approve project applications at the third public meeting, grant applications will be submitted to the State of Nevada CDBG program. Funding, if awarded, would be determined by GOED's competitive scoring process. The City is not required to provide matching funds for CDBG grants, though demonstrated efforts to seek alternative and external funding sources are a positive scoring factor in GOED's application review.

ATTACHMENTS:

1. CDBG Public Meeting -2

CDBG Public Meeting #2
2027 Grant Funding Cycle
City of Fernley

Fernley City Council

August 19, 2026

What is CDBG?

- The Community Development Block Grant (CDBG) is tasked with promoting and facilitating non-housing community development throughout rural Nevada. The overarching objective is to build prosperity and enhance the quality of life in rural Nevada.

- CDBG expects to receive $2.9 million for 2027. The City of Fernley is one of 26 eligible entities to apply for funds through the CDBG for the 2027 program year.

- These monies may be used for public facility and infrastructure improvement projects, economic development programs, and community planning & capacity building projects within the City or that benefit qualified Fernley residents. The award process is highly competitive among the 26 rural jurisdictions in Nevada.

How can CDBG funds be used?

Activity Category	Examples
Acquisition of Real Property	Purchase of land for a park; acquiring property for commercial use; acquiring deteriorated buildings for demolition
Public Facilities & Improvements	Streets, sidewalks, curbs/gutters, water/sewer lines, flood/drainage improvements, senior centers, firehouses, housing shelters
Clearance, Rehabilitation, Reconstruction & Construction of Buildings	Demolition of buildings, removal of demolition debris, removal/treatment of environmental contaminants, movement of structures
Planning & Capacity Building	Plans to determine community needs, plans related to implementing a CDBG-assisted project (all planning grants must lead to a project)
Economic Development	Acquisition/construction of commercial or industrial buildings; assisting for-profit businesses; job training and placement; rehabilitation of commercial structures

Proposed Project Ideas

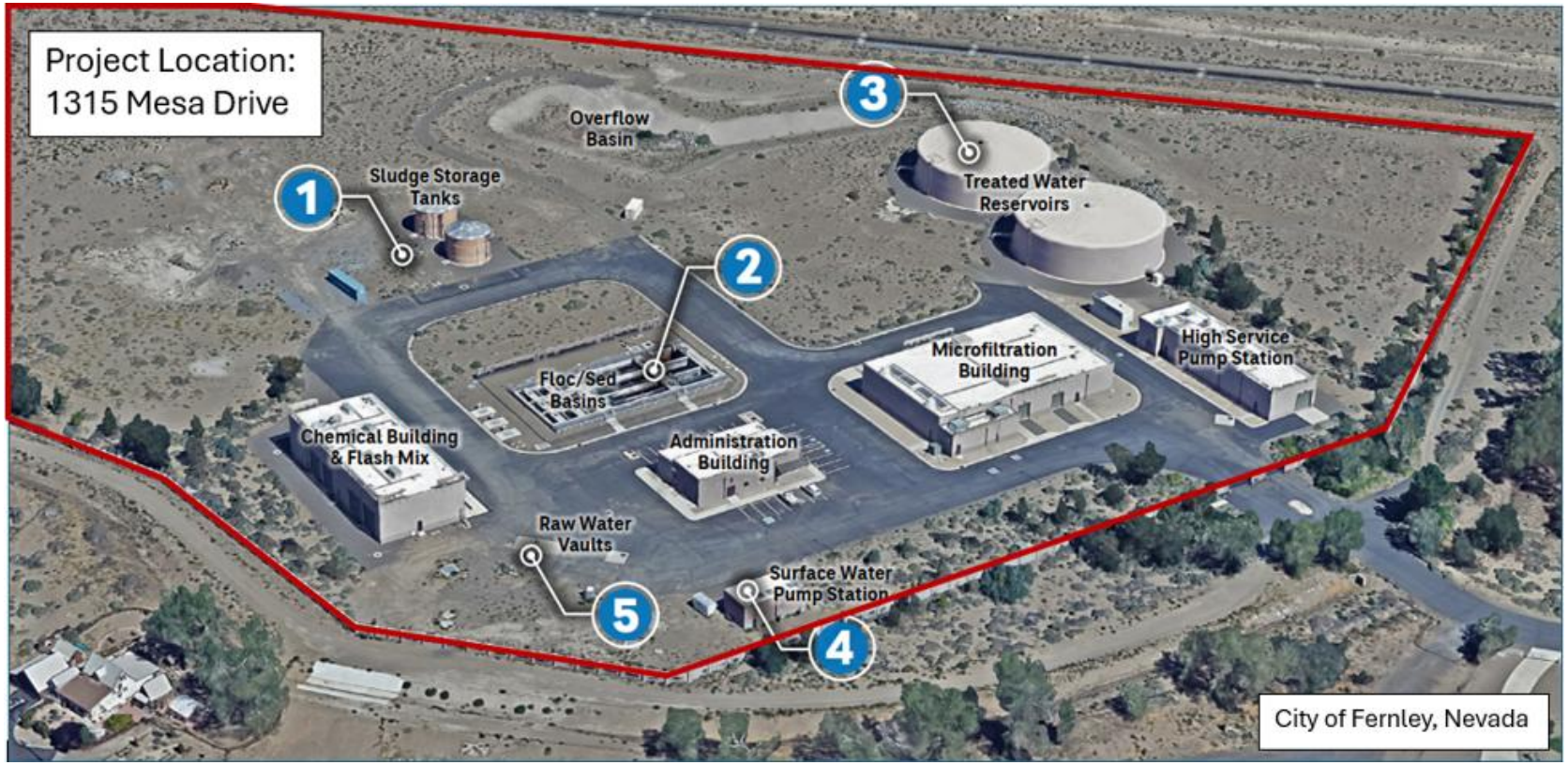
Water Treatment Plant NEPA Compliance

Fernley Community Needs Assessment & City of Fernley 2027-2032 Strategic Plan

In Town Park Parking Facility & Sidewalk Preliminary Engineering Report

WATER TREATMENT PLANT NEPA COMPLIANCE

Estimated Cost:
$75,000 - $150,000



FERNLEY COMMUNITY NEEDS ASSESSMENT & CITY OF FERNLEY 2027-2032 STRATEGIC PLAN

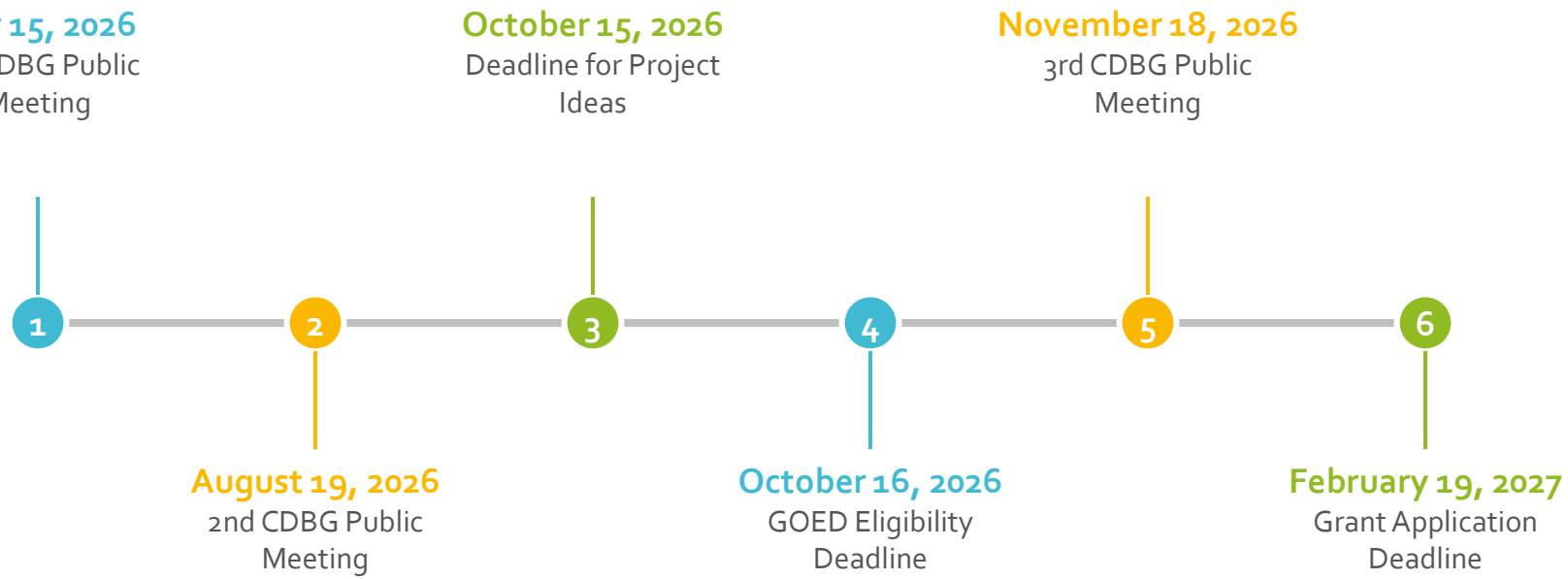
Estimated Cost:
$125,000 - $225,000

IN TOWN PARK PARKING FACILITIES & SIDEWALK PRELIMINARY ENGINEERING REPORT

Estimated Cost:
$75,000 - $125,000



2027 CDBG Grant Timeline



Contact Name / Information for Project Idea Submittals:

Trisha Livingston, Grant Administrator

E-mail: tlivingston@cityoffernley.org

Phone: (775) 784-9851

Address: 595 Silver Lace Blvd.

Fernley, NV 89408

Next meeting date: Wednesday, November 18, 2026, 5:00pm

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: August 19, 2026

REPORT TO:	Mayor and City Council
REPORT FROM:	**Treston Rodriguez**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:	No: x	Yes:	No: x	N/a

ACTION REQUESTED: Resolution
Motion

AGENDA ITEM:

(For possible action) Discussion and possible action regarding Resolution #26-021 associated with a Master Plan Amendment application (MPA26002) submitted by the City of Fernley to adopt the South Fernley Area Plan document for approximately 10,000 acres generally located south of the Truckee Canal and east of US Highway 95A.

AGENDA ITEM BRIEF:

The City of Fernley Comprehensive Master Plan designates three areas of town as Future Development Areas and prohibits growth until an Area Plan is adopted for each. The South Fernley area is one of these designated areas generally located south of the Truckee Canal and east of US Highway 95A. The proposed Area Plan provides a guide for future development of the area in terms of land use, neighborhood compatibility, infrastructure, transportation and connectivity, and public services.

This item was heard by the Planning Commission on August 12, 2026.

RECOMMENDED MOTION:

I move to certify Resolution #26-021 (associated with MPA26002) and adopt the South Fernley Area Plan document as presented by staff and approved by the Planning Commission.

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:

Pleasure of the City Council

BACKGROUND:

See Attached Narrative

RELEVANT LAWS, STATUTES, AND REGULATIONS:

- City of Fernley Comprehensive Master Plan
- City of Fernley Development Code
- NRS Chapter 278

FINANCIAL IMPLICATIONS:

Estimated annual property tax revenue of approximately $8.2 million at full buildout.

ATTACHMENTS:

1. South Area Plan Narrative
2. Resolution 26-021
3. Fernley South Area Plan

SOUTH FERNLEY AREA PLAN
Narrative

History

Section 3.5 of the Comprehensive Master Plan and Section 32.21.010(e) of the Development Code both discuss three areas identified as “future development areas”. They go on to say that these three areas (North Fernley, South Fernley, and Southwest Fernley) will be required to have an Area Plan developed to “create a unified vision for the area and cumulatively address development challenges” prior to any development of the areas. The South Fernley Area Plan is the third and final of these plans to be completed and encompasses approximately 10,000 acres generally located south of the Truckee Canal and east of US Highway 95A.

Unlike the North and Southwest Area Plans, which largely focused on accommodating future employment uses and more intensive development, the South Fernley Area is characterized by existing rural residential development, large areas of undeveloped land, and significant opportunities for outdoor recreation and open space. Throughout the planning process, residents and stakeholders emphasized preserving the area's rural character while addressing existing and future infrastructure needs, particularly roadway connectivity, emergency access, utilities, and public services. The resulting Area Plan focuses on maintaining low-intensity development patterns and large-lot residential opportunities while providing for limited neighborhood-serving commercial uses, recreation, and the infrastructure necessary to support future growth.

South Area Plan

The City of Fernley anticipates considerable growth over the next two decades. An Area Plan allows for careful planning and implementation in coordination with the community and stakeholders, which is particularly important for an area of this size (approximately 10,000 acres). The Area Plan works in conjunction with the Comprehensive Master Plan and the Development Code to establish a specific vision and tangible objectives for the South Fernley area that balance future growth with preservation of the area's rural character. The Plan emphasizes low-intensity residential development, improved infrastructure and connectivity, neighborhood-serving commercial uses, and expanded opportunities for parks, open space, and outdoor recreation.

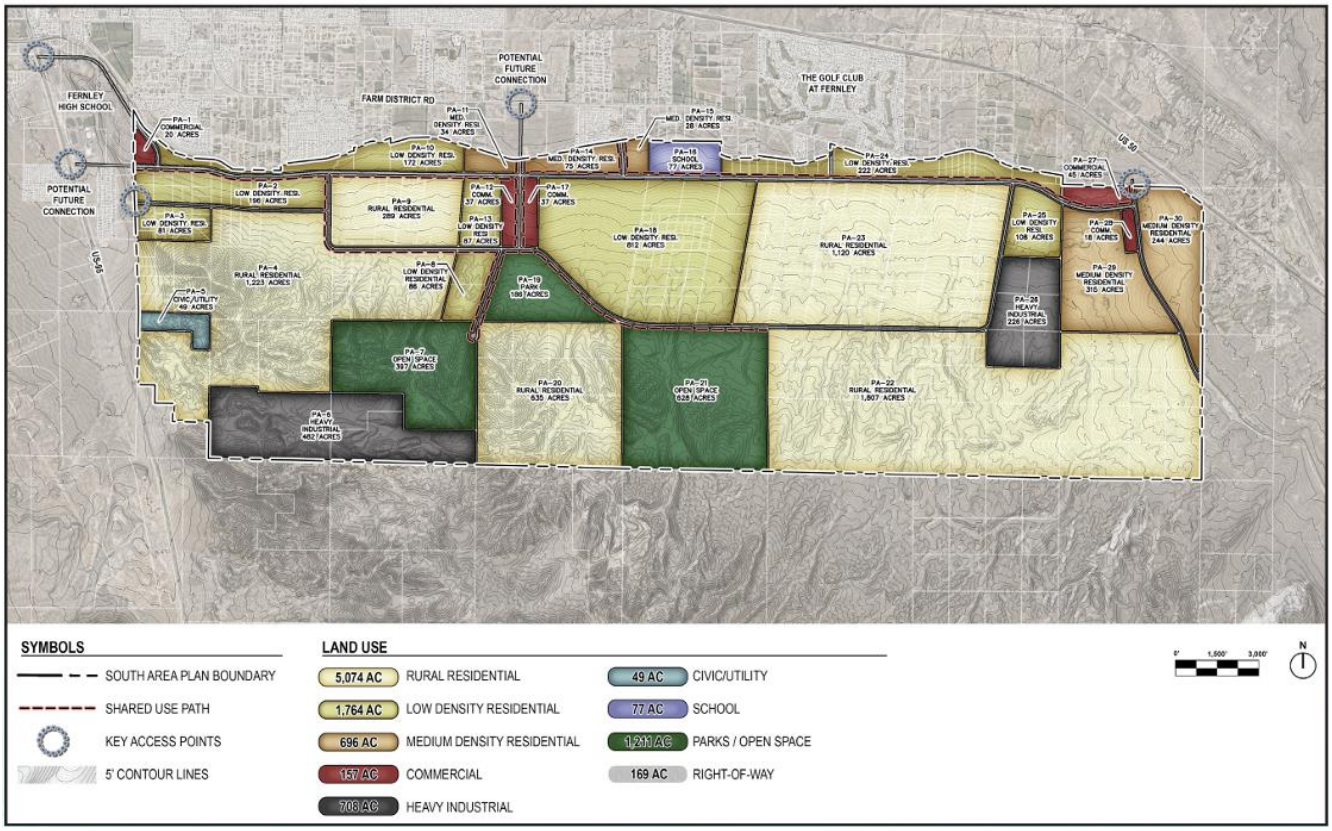
The Area Plan consists of many different elements. The following narrative will focus on future land use, transportation and connectivity, water capacity, fiscal impacts, and implementation.

Future Land Use

The first step in creating an Area Plan is determining a future land use plan which lays out what types of uses are envisioned and where they should be located. Through public open house meetings, stakeholder meetings, community survey responses, and discussions with elected and appointed officials, the consultant and City Staff created a land use plan that balances the community's vision for

the area with existing development patterns, property owners' development potential, infrastructure needs, and physical constraints.

Figure 14. South Area Plan Future Land Use Map



Residential

Residential uses account for the majority of the South Fernley Area Plan and reflect the community's desire to maintain the area's existing rural character while providing opportunities for future housing. Residential uses are divided into three categories: Rural Residential (0.5- to 20+ acre lots), Low-Density Residential (1-6 units/acre), and Medium-Density Residential (7-13 units/acre). Based on the amount of land dedicated to each of these categories, the South Area Plan has the potential to provide up to 19,443 housing units at full buildout.

The majority of the residential area (5,074 acres) is designated Rural Residential and is intended for large-lot estates, detached single-family residences, agriculture, grazing, and open space. Because lot sizes within this designation may range considerably, the projected development yield assumes an average lot size of 10 acres, resulting in a maximum development yield of approximately 507 units. Low-Density Residential accounts for approximately 1,764 acres and allows for large-lot estates and detached single-family residential development at densities of 1-6 units per acre. Medium-Density Residential accounts for approximately 696 acres and allows for a broader range of housing types, including detached and attached single-family residences, duplexes, triplexes, fourplexes, townhomes, and low-rise apartments and condominiums.

Medium-Density Residential areas are strategically located where access to existing and planned transportation networks, community services, and future infrastructure improvements can support additional housing opportunities without compromising the overall rural character of the South Area.

Figure 15. Residential Land Use Map

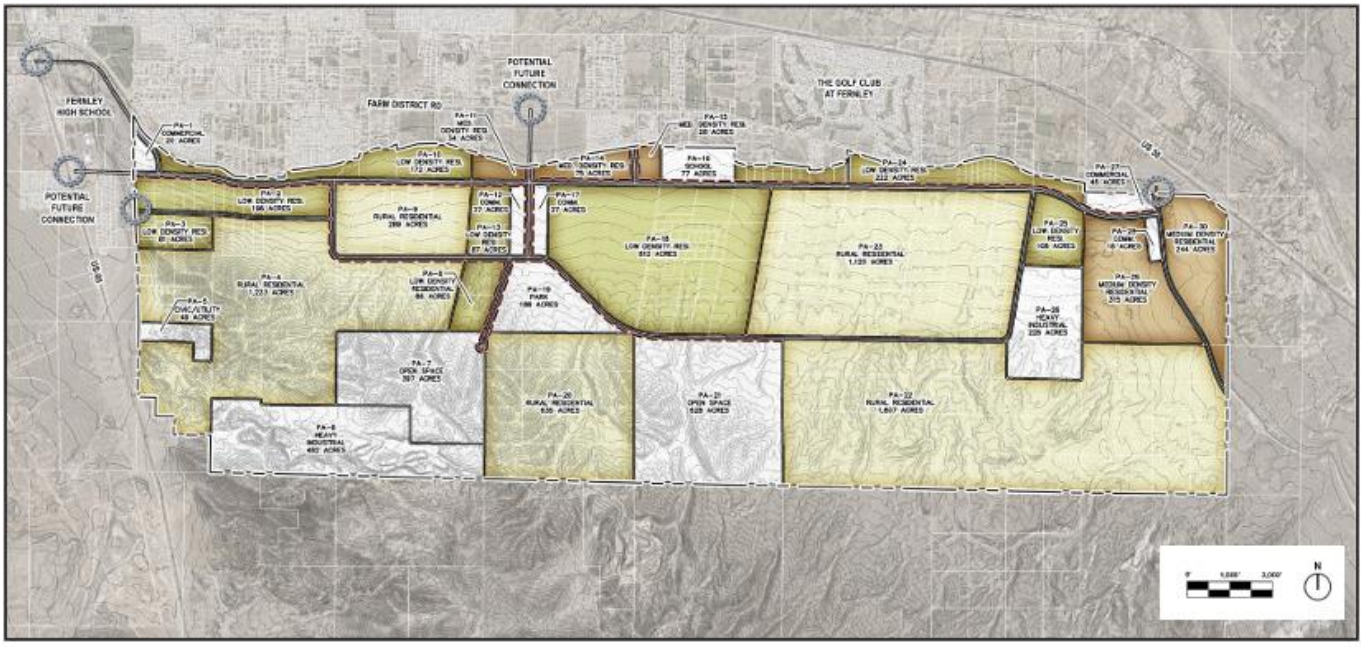


Table 1. Residential Land Uses

Land Use	Acreage	Density Range	Maximum Development Yield	Allowable Uses
Rural Residential	5,074	0.5-20+ acre lots	507 Units*	Large lot estates; single-family, detached; agriculture; grazing; open space
Low-Density Residential	1,764	1-6 DU per acre	10,584 Units	Large lot estates; single-family, detached
Medium Density Residential	696	7-13 DU per acre	8,352 Units	Single-family, detached and attached; duplex; triplex; fourplex; townhome; low-rise apartments and condominiums
TOTAL	**7,534**	-	**19,443 Units**	-

**Includes the gross acreage for residential land uses. The Development yield assumes an average of 10-acre lots throughout.*

Commercial

A total of 157 acres has been designated for Commercial uses within the South Fernley Area Plan. These areas are intended to provide small-scale, neighborhood-serving commercial uses that meet the day-to-day needs of nearby residents without introducing higher-intensity commercial development that could alter the area's rural character. Uses may include small-scale grocery and convenience stores,

restaurants, personal and professional services, small medical or wellness offices, and limited entertainment or gathering spaces.

Commercial development should be designed to integrate with surrounding residential areas, with consideration given to building scale, site design, access, and compatibility. The goal of these areas is to provide residents with convenient access to basic goods and services within the South Area while maintaining its low-density, community-oriented character.

Figure 15. Commercial Land Use Map

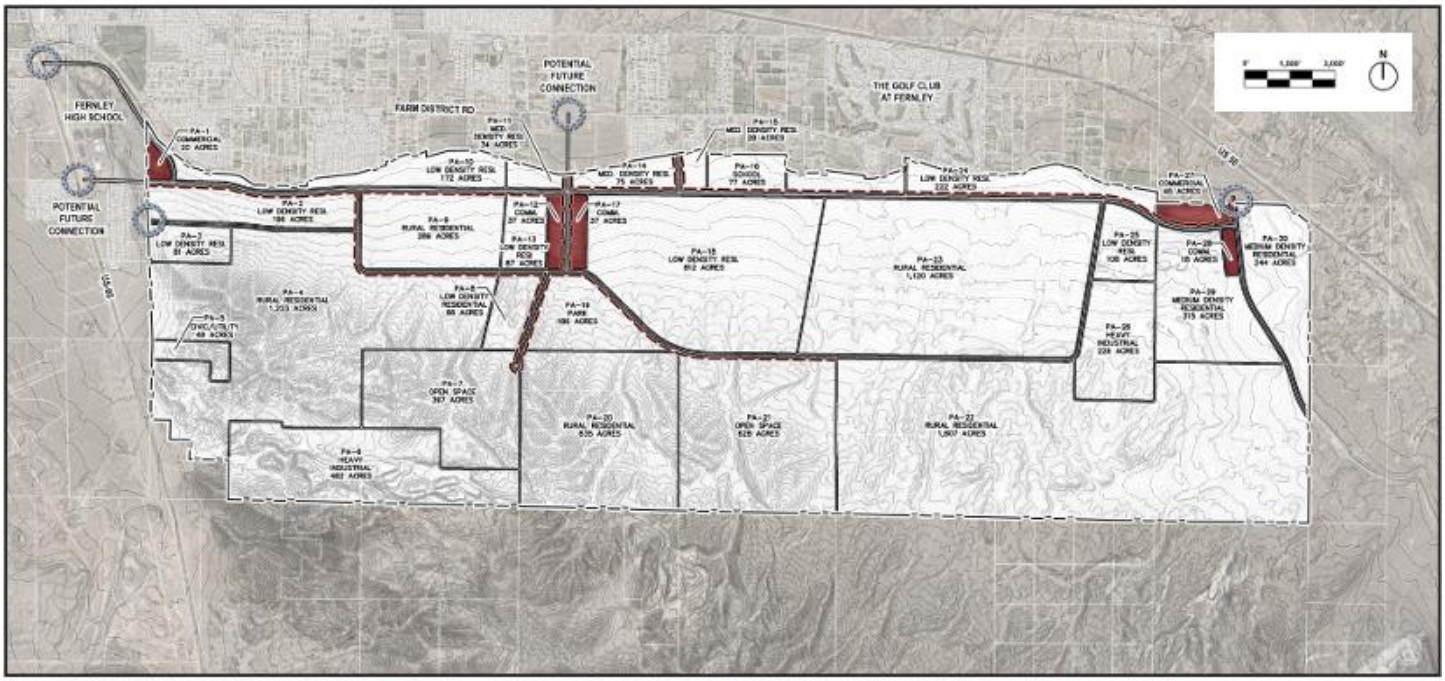


Table 2. Commercial Land Uses

Land Use	Acreage	Allowable Uses
Commercial	157	Neighborhood commercial; restaurants; services; entertainment
TOTAL	**157**	-

Heavy Industrial

A total of approximately 1,607 acres within the South Fernley Area Plan are designated Heavy Industrial. Unlike the North and Southwest Area Plans, the Heavy Industrial designation within the South Area is not intended to accommodate the expansion of industrial uses or the introduction of new heavy industrial development. Instead, the designation recognizes and protects the continued operation of existing industrial uses within the area.

Figure 17. Industrial Land Use Map

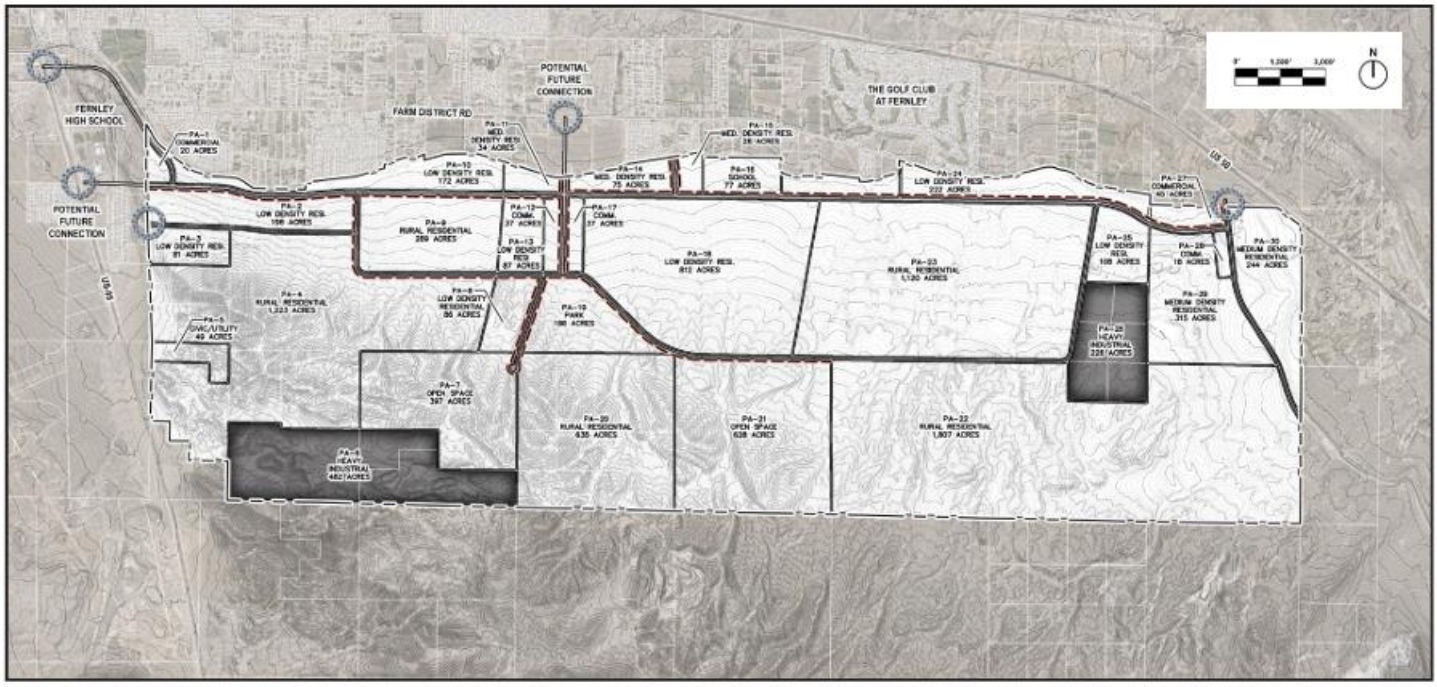


Table 3. Industrial Land Uses

Land Use	Acreage	Density Range	Development Yield	Allowable Uses
Heavy Industrial	708	Up to 30 du per acre	N/A	Heavy manufacturing; refinery; labor- and capital-intensive industrial activities
TOTAL	**1,067**	-	-	-

Open Space and Recreation

Open Space and Recreation account for approximately 1,211 acres within the South Fernley Area Plan, including 186 acres designated for parks and 1,025 acres designated as open space. These areas are intended to provide opportunities for both active and passive recreation while preserving natural areas and supporting the rural character of the South Area. Potential uses include public and programmed parks, sports fields, courts, community spaces, trails, and natural resource conservation areas.

The Open Space and Recreation designation also provides opportunities to establish connections between neighborhoods, community destinations, and surrounding public lands through an interconnected trail and open space network. Where appropriate, areas constrained by topography or other natural features may be preserved as open space rather than developed, helping protect scenic landscapes and environmentally sensitive areas while providing recreational opportunities for current and future residents.

Figure 18. Open Space and Recreation Land Use Map



Table 4. Open Space and Recreation Land Use Map

Land Use	Acreage	Allowable Uses
Park	186	Public and programmed parks; sports fields; courts; community space
Open Space	1,025	Trails; natural resources conservation land; stormwater
TOTAL	**1,211**	-

Public Facilities

The Future Land Use Map includes approximately 126 acres dedicated to Public Facilities. Of this area, approximately 49 acres are designated for Civic/Utility uses, which may include emergency services, utility infrastructure, public resources, cemetery, and civic uses. An additional 77 acres are designated for School uses, which may include schools and childcare facilities. These areas are intended to accommodate the public facilities and services necessary to support existing and future residents of the South Area.

Figure 19. Public Facilities Land Use Map

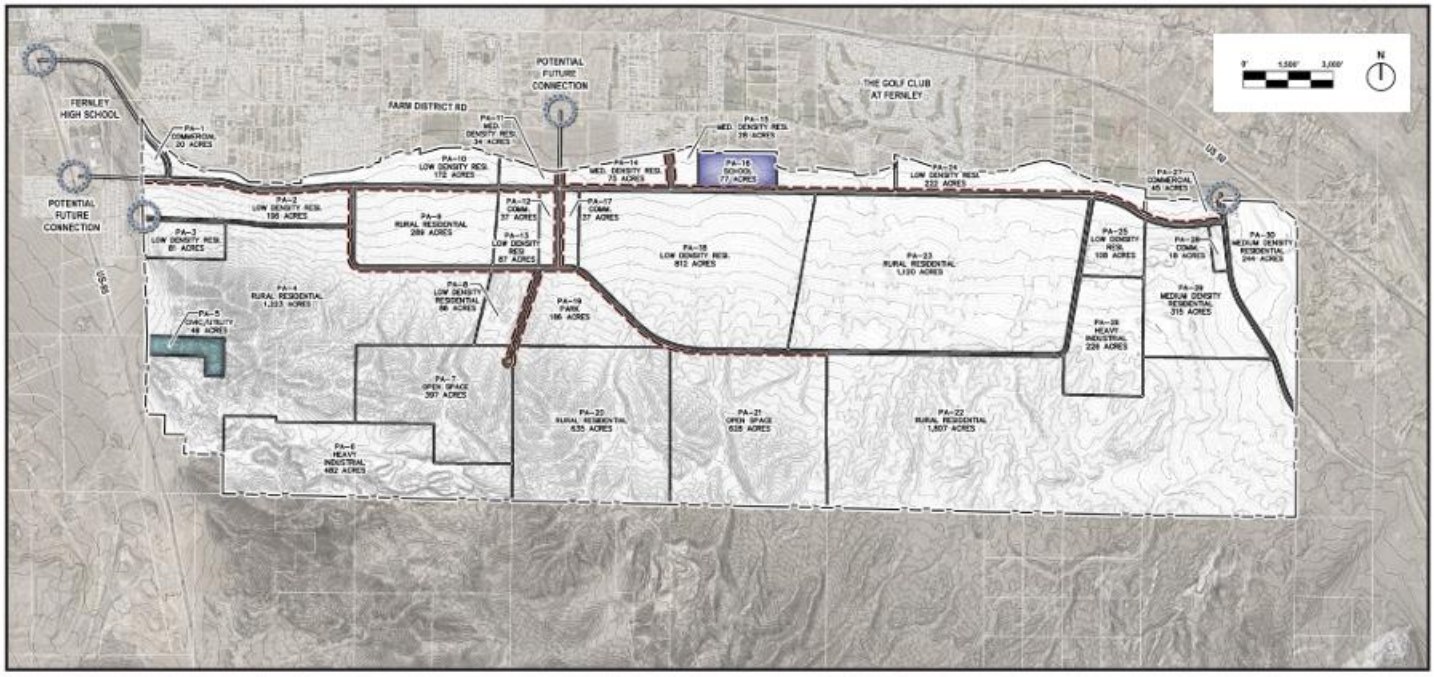


Table 5. Public Facilities Land Uses

Land Use	Acreage	Allowable Uses
Civic/ Utility	49	Emergency services; utilities infrastructure; public resources (library, senior center, etc.); cemetery; civic center
School	77	Schools; childcare facilities
TOTAL	**126**	-

Transportation and Connectivity

The South Fernley Area Plan provides a framework for improving transportation and connectivity throughout the area. Existing access is limited and relies in part on dirt roads and canal crossings that do not provide reliable, long-term connectivity. As development occurs, new and improved roadway connections will be necessary to provide safe and efficient access for existing and future residents. The planned arterial roadway network will establish the primary connections through the area, while collector and local streets will be determined as individual properties develop.

It will be the responsibility of proposed developments to identify how connectivity will be provided for all modes of transportation, including vehicles, pedestrians, and bicycles. Pedestrian and bicycle improvements should provide safe connections between neighborhoods, schools, parks, commercial areas, and other community destinations.

Emergency access is a particular priority within the South Area due to existing roadway limitations and the barrier created by the Truckee Canal. Improvements to the arterial roadway network and future neighborhood connections are intended to provide reliable, all-weather routes, multiple points of access, and more direct connections for fire and emergency medical services. Commercial development will

also require appropriate delivery and truck access, with routes designed to minimize conflicts with residential neighborhoods and local traffic.

Water Capacity

One of the most frequently asked questions throughout the Area Plan process was whether sufficient water capacity exists to serve the proposed uses within the South Fernley Area Plan. The Plan therefore includes a water capacity analysis using current water demand as the baseline. The City of Fernley currently meets the following demand conditions:

Average Daily Demand = 3.88 Million Gallons/Day (MGD)
Maximum Daily Demand = 6.52 MGD
Peak Hour Demand = 10.90 MGD

The City's existing groundwater wells have a total production capacity of approximately 12.33 MGD and a firm capacity of approximately 8.65 MGD. While the City's water supply appears to have some available capacity, it is currently unclear whether that capacity is sufficient to accommodate the South Area at full buildout. The amount of additional water resources required will depend on the type, location, and intensity of future development

System Component	Analysis	Outcome
Available Water	Total Capacity = 12.33 MGD; Groundwater wells only; Working to obtain surface water	Some available capacity; Surface water will add additional capacity; Additional water needed for South Area depends on future development demands
Treatment Plant	Current Capacity = 20 MGD; Expanded Capacity = 30 MGD	No upgrades anticipated to meet South Area demands
Pump Station	Firm Capacity = 21.2 MGD; Maximum Capacity = 30 MGD	No upgrades anticipated to meet South Area demands
Transmission Main	No existing water transmission infrastructure to South Area	New transmission main needed to extend service to South Area
Water Storage	Total Storage Capacity = 7.03 million gallons; Current system has an estimated 5.37-million-gallon storage deficit based on NAC requirements*	Additional water storage will be required to support development in the South Area
Pressure Zones	Current water storage tanks can serve elevations up to approximately 4,235 feet; Nearly the entire South Area is above 4,235 feet	New pressure zone needed to serve South Area, including additional booster pump stations and water storage tanks
Distribution	Pipe network utilizes pipes from 6 inches to 24 inches; Existing distribution system does not extend far enough south to serve the South Area	Distribution network will need to be expanded; pipelines will need to be sized in accordance with individual development demands

Fiscal Impact Analysis

A fiscal impact analysis was completed to estimate the potential property tax revenue generated by development within the South Fernley Area Plan at full buildout. The analysis uses comparable existing properties for each land use to establish an average taxable value per acre and applies those assumptions to the acreage identified within the Future Land Use Plan.

At full buildout, the South Area is projected to generate approximately $8.2 million in annual property tax revenue. This is more than 1.5 times the City's current annual property tax revenue, with Low-Density and Medium-Density Residential uses accounting for the majority of the projected total. These figures are planning-level estimates based on current assumptions and comparable properties and are intended to inform policy and infrastructure decisions rather than serve as a detailed budget projection.

Table 7. Total Expected Property Tax Revenue by Land Use

Land Use	Revenue per Acre	Acres	Expected Annual Revenue
Rural Residential	$74.78	4,566.60	$341,496.07
Medium Density Residential	$4,354.44	626.40	$2,727,619.66
Low Density Residential	$2,848.35	1,587.60	$4,522,043.78
Commercial	$3,017.09	141.30	$426,314.61
Heavy Industrial	$357.71	637.20	$227,934.16
Total	**$1,090.79**	**7,559.10**	**$8,245,408.28**

Note: the acreages within the table above assumes a baseline 10% reduction for utilities and right-of-way. This variable is subject to change based on product type and future site constraints.

Implementation Plan

This Plan is the first step in the future development of the South Fernley area. Additional work will be required to update policies, adopt regulatory changes, coordinate infrastructure improvements, and establish public/private partnerships. This section of the South Fernley Area Plan provides a guide to next steps, including financing options and additional actions and initiatives necessary to implement the Plan. The Implementation Plan focuses on three primary areas: infrastructure and utilities, transportation, and coordination related to federally owned lands.

There are several potential funding sources outlined in this section. These include:

- Special Taxing District/Metro Districts

- Tax Increment Financing (TIF)
- Impact Fees
- General Fund
- Local, State, and Federal Grants

The Implementation Plan also outlines projects and initiatives necessary to implement the Plan. These are divided into categories of high priority (1-3 years), moderate priority (4-7 years), and low priority (8+ years). The following is a list of items by priority level as outlined in the South Fernley Area Plan.

Table 8. Implementation Matrix

Implementation Project/ Initiative	Anticipated Outcome	City Department/ Agency	Potential Funding Mechanism	Time-frame
High Priority (1-3 Year Implementation Horizon)				
Surface Water Study	Complete the ongoing surface water study.	Public Works	General Fund	Within 1 year
Infrastructure Plan	Complete the ongoing infrastructure plan.	Private Developers; Public Works; Planning	Public-Private Investments; Grants; General Fund	Within 1 year
Capital Improvement Plan Update	Complete the ongoing Capital Improvement Plan (CIP) to include the South Area Plan.	Planning; Public Works	General Fund	Within 1 year
Zoning Code Update	Adopt a zoning code update for the South Area.	Planning	General Fund	Within 1 year
City Master Plan Update	Complete the ongoing update to the Fernley Master Plan.	Planning	General Fund	Within 2 years
Cemetery Master Plan	Complete the ongoing Cemetery Master Plan	Planning	General Fund	Within 2 years

Implementation Project/ Initiative	Anticipated Outcome	City Department/ Agency	Potential Funding Mechanism	Time-frame
NDOT Transportation Coordination	Coordinate with the Nevada Department of Transportation (NDOT) to study traffic and circulation to provide adequate infrastructure that meets capacity needs. This includes infrastructure such as the US-50 connection and access to and from US-95.	NDOT; Public Works; Planning	General Fund	Within 2 years
Stormwater Runoff Study	Adopt a Stormwater Runoff Study.	Planning; Public Works	General Fund	Within 2 years
City Staffing Study	Conduct a study of staffing needs resulting from the three Area Plans (North, Southwest, and South) to ensure the City is adequately prepared to receive development applications.	City Manager's Office; Planning; Public Works	General Fund	Within 2 years
Multi-Jurisdictional Hazard Mitigation Plan Update	Adopt a Hazard Mitigation Plan Update to include the three Area Plans (North, Southwest, and South).	Planning; Public Works	General Fund; Grants	Within 2 years (must be updated every 5 years per FEMA requirements)

Implementation Project/ Initiative	Anticipated Outcome	City Department/ Agency	Potential Funding Mechanism	Time-frame
BLM and BOR Land Bills Act Coordination	Coordinate with the Bureau of Land Management (BLM) and the Bureau of Reclamation regarding the Land Bills Act and the City's purchase of land owned by both agencies. The City must first acquire the parcels and then coordinate with interested parties in selling them for development as intended in this Area Plan.	BLM; BOR; Planning	General Fund	Begin coordination within 2 years
Canal and Bridge Crossings Coordination	Coordinate with the Bureau of Reclamation (BOR) and Truckee-Carson Irrigation District (TCID) to move the eastern-most bridge crossing and work towards improving other existing crossings.	BOR; Planning; Public Works	General Fund	Within 3 years
Transportation Master Plan Update	Amend the Transportation Master Plan to include the Southwest Area.	Planning; Public Works	General Fund	Within 3 years
Parks, Recreation, and Open Space Plan	Adopt a city-wide Parks, Recreation, and Open Space Plan (PROS).	Planning; Public Works	General Fund	Within 3 years

Implementation Project/ Initiative	Anticipated Outcome	City Department/ Agency	Potential Funding Mechanism	Time-frame
Moderate Priority (4–7-year implementation horizon)				
Safe Routes to School Plan	Complete the ongoing update to the Safe Routes to School Plan to include the South Area.	Planning; Public Works	General Fund; Grants	Within 4 years
Water Infrastructure Upgrades	Upon completion of the Infrastructure Plan, begin coordinating and planning water infrastructure upgrades as needed.	Planning; Public Works	Public-Private Investments; Grants	Within 4 years
North Lyon Fire Protection District Response Time	Coordinate with the North Lyon Fire Protection District to address response time and access in the South Area Plan.	Planning; Public Works; North Lyon Fire Protection District	General Fund	Within 5 years
Housing for Naval Air Station Fallon	Coordinate with Naval Air Station (NAS) Fallon regarding the development of housing for service members and families on the eastern side of the South Area.	Planning; Public Works; NAS	Federal Funding	Within 6 years
Water Conservation Plan Update	Amend the Water Conservation Plan to include and account for new developments in the South Area.	Planning; Public Works	General Fund; Grants	Within 6 years

Implementation Project/ Initiative	Anticipated Outcome	City Department/ Agency	Potential Funding Mechanism	Time-frame
Low Priority (8+-year implementation horizon)				
Active Transportation Plan	Adopt a city-wide Active Transportation Plan (ATP) that includes the South Area.	Planning; Public Works	General Fund	Within 9 years
New School Site	Coordinate with the Lyon County School District regarding the development of a new school on the school-site identified in the FLUM.	Planning; Public Works	General Fund	Within 10 years
Canal Crossings	Create new canal bridge crossings to address needs; this may include a pedestrian bridge for high school access from the neighborhoods north of the canal, or moving the eastern-most bridge in accordance with the South Area Plan FLUM.	Planning; Public Works	General Fund	Within 10 years
Canal Walking Path	Coordinate with BOR to identify opportunities to create a walking path along the canal.	Planning; Public Works	General Fund	Within 10 years

Conclusion

Staff recommends approval of MPA26002, the South Fernley Area Plan. The Plan meets the goals of the City of Fernley Comprehensive Master Plan and addresses the requirements for future development areas. The South Fernley Area Plan establishes a vision for the future development of the area that

balances future growth with preservation of the area's rural character while providing opportunities for a range of residential uses, limited neighborhood-serving commercial development, open space and recreation, and necessary infrastructure and transportation improvements.

The South Fernley Area Plan was developed in coordination with residents, property owners, stakeholders, and elected and appointed officials to establish a shared vision for the future of the area. Adoption of the Plan represents an important step in preparing the City for future growth while addressing the infrastructure, transportation, public service, and land use needs of the South Fernley area.

CITY OF FERNLEY

RESOLUTION # 26-021

A RESOLUTION OF THE CITY OF FERNLEY FOR A COMPREHENSIVE MASTER PLAN AMENDMENT ASSOCIATED WITH CASE NUMBER MPA26002, TO ADOPT THE SOUTH FERNLEY AREA PLAN DOCUMENT FOR APPROXIMATELY 10,000 ACRES GENERALLY LOCATED SOUTH OF THE TRUCKEE CANAL AND EAST OF US HIGHWAY 95A.

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

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

WHEREAS the Planning Commission held a public hearing on August 12, 2026 and the City Council heard this item on August 19, 2026; and

WHEREAS the proposed Master Plan Amendment would implement Goals LU1.3, LU.1.4, LU.1.6, and LU.1.11 of the City of Fernley Comprehensive Master Plan.

NOW, THEREFORE, BE IT RESOLVED, that based on the discussion and findings provided in the staff report and/or testimony presented at the August 12, 2026 Planning Commission and the August 19, 2026 City Council meetings, that the South Fernley Area Plan be adopted as part of the City of Fernley's comprehensive master plan; and

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

RESOLUTION PASSED this 12th day of August 2026, by the following vote of the Fernley Planning Commission:

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

By: Date:

Tessa Garvin, Chairwoman

Attest By: Date:

Sandy Harris, Deputy City Clerk

RESOLUTION CERTIFIED this 19th 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

South Area Plan

2026



Kimley»Horn

Acknowledgments

City Council

Mayor Neal E. McIntyre

Ryan Hanan, Ward One Councilmember

Felicity Zoberski, Ward Two Councilmember

Stan Lau, Ward Three Councilmember

Albert Torres, Ward Four Councilmember

Joe Mendoza, Ward Five Councilmember

Planning Commission

Chairwoman Tessa Garvin

Vice-Chair Jenni McCullar

Angela Lewis

Robert Flores

Julianne White

Jacob VanderHeiden

Cody Wagner

Barry Williams Sr.

City of Fernley

Lydia Altick – Deputy City Manager

Michele Rambo, AICP – Planning Director/ Interim Chief Dev. Officer

Treston Rodriguez – Senior Planner

Consultant Team – Kimley-Horn

Blake Young, AICP – Project Manager

Ines Galmiche, AICP – Deputy Project Manager, Report Photographer

Devin Moore, PE – Transportation Lead

Jessica Rossi, AICP – Market Analysis Lead

Joseph Cuffari – Public Engagement Lead

Kimley»Horn

Thank You to All Engaged Fernley Residents and Stakeholders

Adopted by City Council on July XX, 2026



TABLE OF CONTENTS

South Area Plan

Table of Contents

Introduction **7**

Plan Purpose 7

The Planning Process 9

Plan Context 10

How to Use This Plan 14

Community Engagement **16**

Stakeholder, Planning Commission, and City Council Meetings 16

Open House #1 17

Online Survey 18

Open House #2 19

Vision and Goals **21**

Vision 21

Goals 21

Community Profile **25**

Demographics 25

Market Conditions 28

Existing Conditions **31**

Challenges 31

Opportunities 37

Future Land Use **44**

Residential 46

Commercial 47

Heavy Industrial 48

Parks and Open Space 49



Public Facilities 50

Transportation and Connectivity 52

Overview 52

Walking 52

Cycling 53

Driving 53

Emergency Safety Access 54

Truck Traffic 54

Water Capacity 56

Current Demand 56

Available Water Resources 56

Treatment Plant 57

Pump Station 57

Transmission Main 57

Water Storage 58

Pressure Zones 59

Distribution 59

Existing Water System Overview 60

Fiscal Impact Analysis 62

Overview 62

Model Methodology 63

Results 64

Implementation Plan 67

Potential Funding Mechanism(s) 68

Implementation Matrix 69

Appendix A: Fiscal Impact Analysis 75

Appendix B: Market Conditions 77



INTRODUCTION

South Area Plan

Introduction

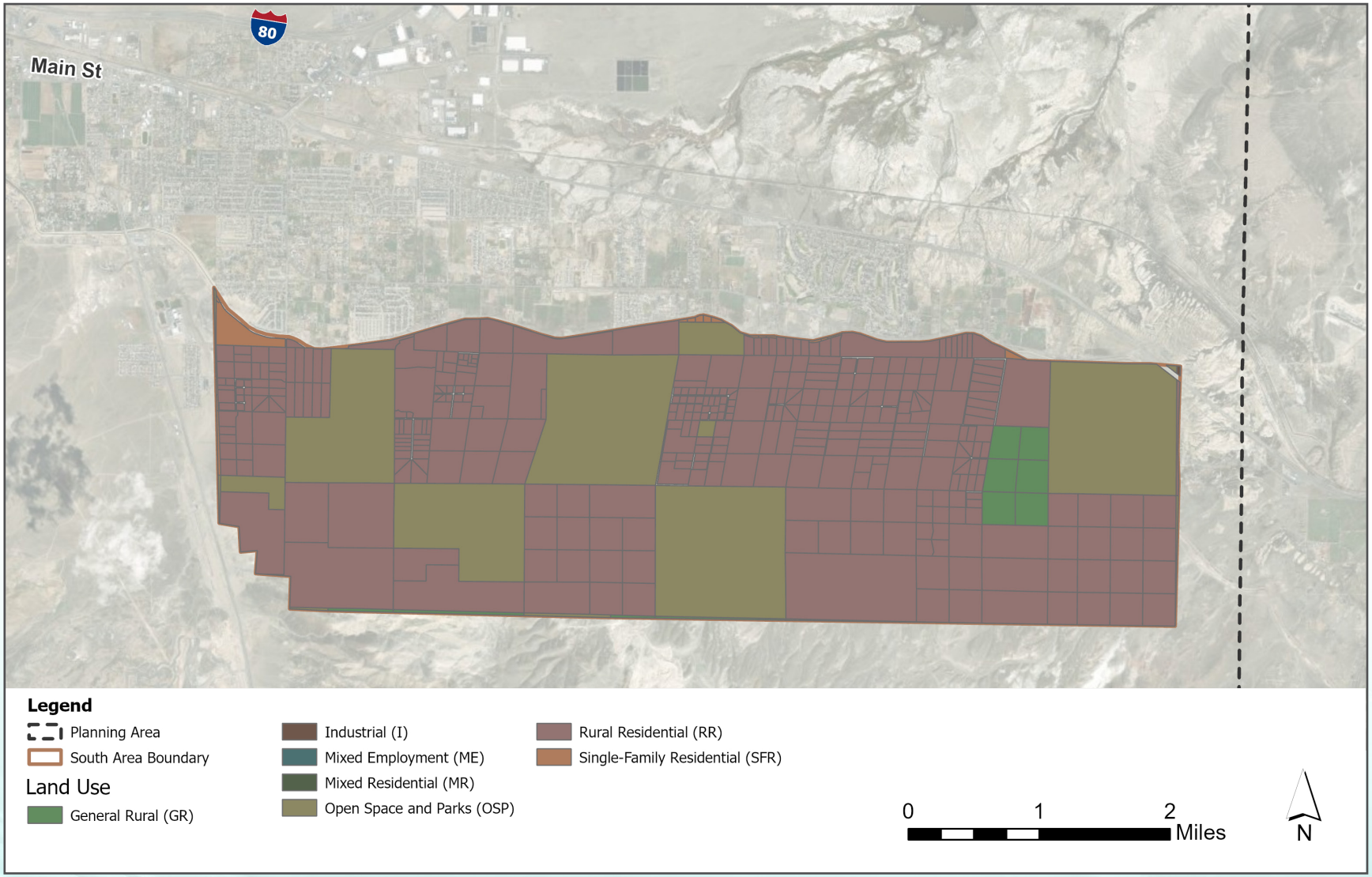
Plan Purpose

In 2018, the City's Comprehensive Master Plan was adopted with a vision for the City of Fernley. The Master Plan identified three future development areas on the Land Use Map - North Area, Southwest Area, and South Area. These areas are the largest remaining developable areas in the community and will play a key role in the City's future growth.

Fernley anticipates considerable continued growth over the next two decades. Local planning considerations include the development of a major rail facility that would function as an inland port, creating a significant increase in truck traffic along the I-80 and US-95 corridors. With its location along I-80 and the Union Pacific Railroad (UPRR) corridor, and approximately 35 minutes from Reno, the City is well positioned to provide both employment, particularly for manufacturing and distribution, and housing for the region.

An Area Plan allows for careful planning and implementation, in coordination with the community and stakeholders, which is particularly important when considering intense growth as anticipated in Fernley and the size of the project area (approximately 10,000 acres of largely undeveloped land). This Area Plan works in conjunction with the Fernley Comprehensive Master Plan and current development plans, and it establishes the specific vision and objectives to transform the South Fernley area into a large master planned community with diverse employment opportunities, while ensuring future development occurs in a coordinated, fiscally responsible, and community-supported manner.

Figure 1 | Current Planning Area Map



The Planning Process

Project Kickoff (November 2025)

Initial Community Outreach

- Community Workshop - Open House #1
- Online Survey
- Stakeholder Meetings

Existing Conditions Analysis

- Challenges
- Opportunities
- Vision & Goals

Visioning

Establishing the vision for the Area Plan based on community input, City input and plans, development interest, Stakeholder feedback, and existing conditions analysis. The Vision establishes the groundwork for the development of the Land Uses and Implementation strategies.

Area Plan Development

1. Framework Plan
2. Land Use Plan
3. Community Conversations
4. Plan Refinement

Implementation Strategy

Matrix and summary reinforcing the Plan's vision and goals.

City Adoption

Adopted by City Council: Month XX, 2026

Plan Context

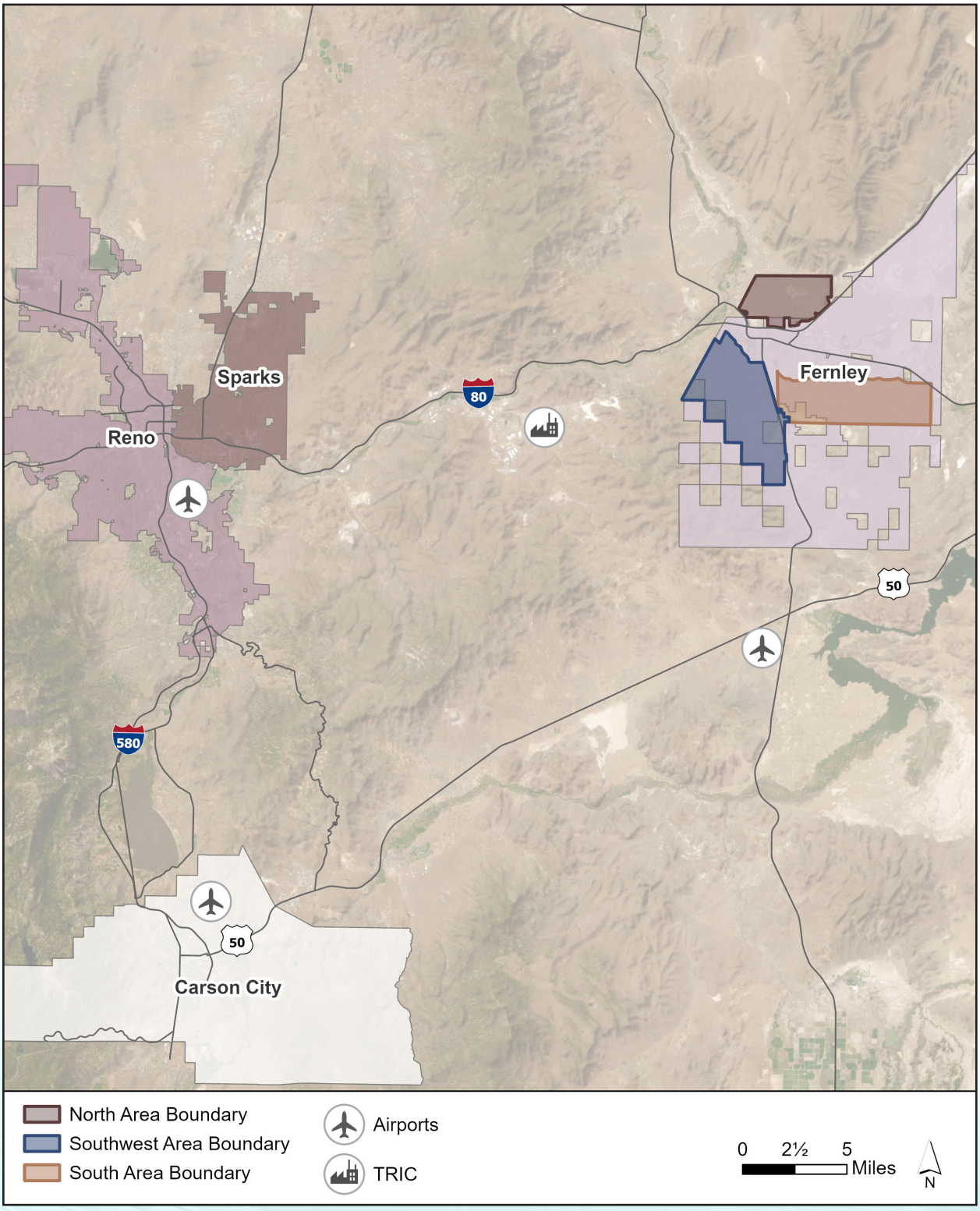
REGIONAL CONTEXT

The City of Fernley is located in western Nevada, approximately 30 miles east of Reno and 77 miles northeast of South Lake Tahoe, California. Located in Lyon County, home to approximately 59,235 residents as of the 2020 U.S. Census, Fernley benefits from its proximity to major employment centers, regional transportation corridors, and recreational destinations while maintaining a distinct community identity.

Fernley lies within the Great Basin Desert, a vast semi-arid region that extends from Salt Lake City to Reno. The city sits at an average elevation of approximately 4,200 feet and is surrounded by mountain ranges that reach nearly 10,000 feet, contributing to the area's expansive views and natural character. The region experiences low annual precipitation, averaging about 5 inches per year, along with relatively mild winters and generally good air quality.

The surrounding landscape includes a mix of lakes, rivers, and federally managed lands, particularly those overseen by the Bureau of Land Management (BLM). This pattern of public and private lands provides extensive access to open space and supports a wide range of outdoor recreational activities. Together, these regional characteristics help define Fernley's setting and contribute to its appeal for residents and visitors alike.

Figure 2 | Regional Context Map



EXISTING PLANNING INITIATIVES

The City of Fernley has completed several plans over the last decade that guide the community's vision for future growth. These plans include:

- 2017 Parks Master Plan
- 2018 Comprehensive Master Plan
- 2019 Community Assessment
- 2020 Development Code
- 2020 Transportation Master Plan
- 2022 Water Master Plan
- 2025 North Fernley Area Plan
- 2025 Southwest Fernley Area Plan
- 2025 Development Guidelines

As part of the Comprehensive Master Plan, Fernley residents formed several community principles to shape the future of the city:

- A desire to coordinate growth and the provision of services,
- Ensure compatibility for development,
- Nurture the unique character of Fernley, and
- Provide a balance of housing types and improved employment opportunities.

This plan carries forward these core principles and ensures that recommendations from all past planning initiatives are both honored and refined to best reflect current conditions and community priorities.

FEDERAL LANDS BILL

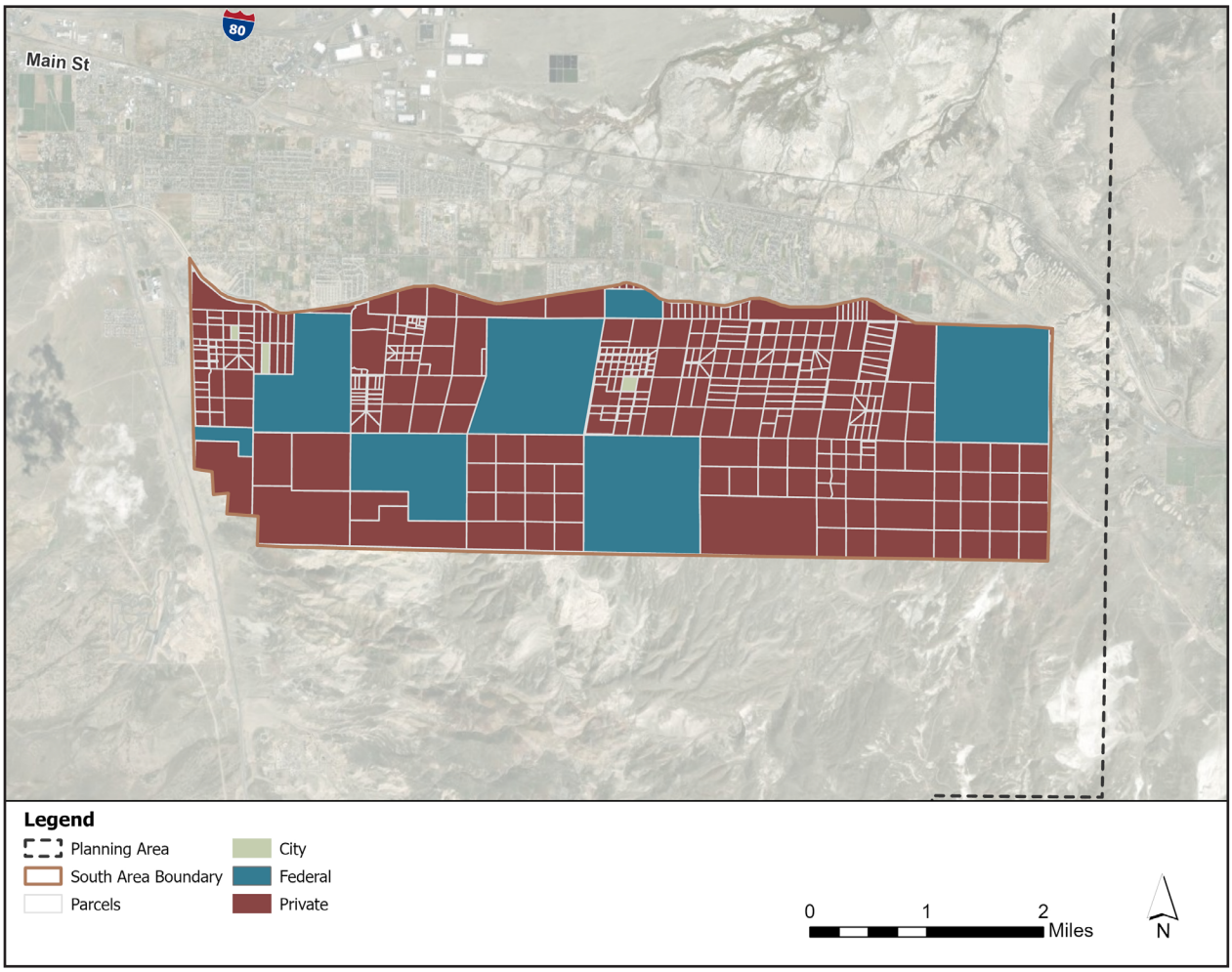
On December 19, 2014, the National Defense Authorization Act (Act) was signed in to law (Public Law 113-291.) Included in this Act is Section 3009(c) titled, "conveyance to the City of Fernley, Nevada," which is commonly referred to as the "Lands Bill." Under section 309 (c)(2), the Bureau of Land Management (BLM) is required to convey to the City of Fernley approximately 9,779 acres of Public Lands.

On November 2, 2016, a memorandum of understanding (MOU) was executed which establishes a relationship between BLM and the City regarding their respective roles, responsibilities, conditions, and procedures for land conveyance, which includes compliance with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), and any other federal law(s) applicable to the project.

The MOU provides guidelines for projects moving forward, particularly economic development projects. This agreement outlines the specific steps needed and will help establish a guideline when coordinating with developers interested in projects within the designated areas.

On November 6, 2019, City Council authorized City staff to move forward with identified parcels in the Fernley Lands Bill for recreation and public purpose. Roughly 40% of the land in the South Area is currently owned by BLM with plans for land conveyance to the City (see **Figure 3**).

Figure 3 | Parcel Ownership Map



How to Use This Plan

This plan establishes guidance for the use and development of the South Area. It is intended to help City staff, prospective applicants, and property owners understand the vision and expectations for future development. This plan supersedes the Fernley Comprehensive Master Plan and guides policy and regulatory decisions that are made after plan adoption.

The Land Use Plan establishes the permitted and encouraged land uses within the South Area Plan. Through this Plan and the adjoining Design Guidelines, future development is guided in accordance with the vision and goals for the Area.

Prospective applicants should consult this Area Plan to be well-informed about permitted uses within the area and subsequently refer to the Design Guidelines for guidance on what will be expected for any new development. City and elected officials will refer to this Plan and the Design Guidelines when reviewing project applications to ensure consistency.



COMMUNITY ENGAGEMENT

South Area Plan

Community Engagement

The South Area Plan's engagement process encouraged the community to participate in the Plan's development and provide as much feedback as possible to create a cohesive vision that truly reflects the community's goals for future growth and preservation. This process was informed by initial input from the community survey, public open house, and coordination with elected and appointed officials, and subsequently evolved through an iterative review process that incorporated feedback from the community, stakeholders, and decision-makers on draft materials. As a result, this Area Plan represents a true community planning initiative that brings together varying perspectives and goals.

Stakeholder, Planning Commission, and City Council Meetings

An initial stakeholder workshop took place on December 10, 2025, and additional meetings with City Council members and Planning Commissioners were held on January 21 and April 29, 2026.

These meetings were intended to introduce the project team to local property owners and decision-makers to develop an initial understanding of the area, current development interests, existing site and market conditions, and the overall community vision. The following outlines key findings from the meetings:

- Input from Planning Commission and City Council meetings emphasized maintaining the South Area's rural residential character while prioritizing infrastructure, connectivity, and public services.
- Across meetings, there was a broad consensus that future development should remain low-density, with limited consideration of medium-density housing only in specific locations and primarily to address housing needs related to Fallon's Naval Air Station.
- Improving east–west transportation connectivity, including clear connections to Highway 50, was identified as a top priority, along with resolving issues related to private road ownership, easements, and long-term maintenance, particularly along Desert Shadows and Bango Road.
- Commissioners and Council Members highlighted the importance of addressing emergency service capacity, water service clarity, and dust mitigation, and expressed strong support for open space, outdoor recreation, and a regional park.
- Small, convenience-oriented commercial uses were considered appropriate when strategically located along key corridors.

A final stakeholder meeting was held on June 1, 2026, to review the draft Future Land Use Map, obtain buy-in, and gather final comments.

Open House #1

On January 22, 2026, the City held a public open house to focus on the community's vision and values, land use, and the overall future of the South Area. In total, around 60 people attended. This initial event was facilitated through open-ended conversations and several interactive boards and maps, which helped reveal residents' goals and concerns regarding development and growth in the South Area. The following outlines key findings:

- Participants emphasized a strong desire to preserve the South Area's rural character, privacy, and open space while approaching future change cautiously.
- Feedback highlighted concerns about infrastructure capacity, including roads, utilities, emergency services, and traffic, with many participants noting that these issues should be addressed before accommodating additional development.
- While some interest was expressed in limited amenities and quality of life improvements such as trails or community-serving uses, the overall preference favored low-density development on larger lots rather than higher-intensity growth.
- The input reflects broad support for incremental, well-planned change that maintains the area's existing character and prioritizes infrastructure and long-term sustainability.








Online Survey

The City facilitated an online survey between December 22, 2025, and February 20, 2026, to gather community feedback and insights. The survey was advertised on social media, the City's website, the newsletter, and at City Hall to encourage active participation. It was intended to gather preliminary thoughts on development and community needs in the South Area. A total of 222 people provided feedback during the two months the survey was available. The following outlines key points from the survey data:

1. Community survey responses indicate strong support for preserving the South Area's rural character, privacy, and open landscapes, which residents consistently identified as the area's defining qualities.
2. While opinions about future growth and housing are mixed, there is broad agreement that infrastructure improvements (particularly roads, water, utilities, and emergency access) should be addressed before any significant new development occurs.
3. Key concerns include limited infrastructure and services, safety issues, and the potential loss of rural character due to overdevelopment.
4. Respondents expressed interest in selective community improvements such as parks, trails, healthcare facilities, and neighborhood-serving retail, while also demonstrating caution or resistance toward large-scale housing or industrial expansion.
5. Overall, the survey highlights a community that values its rural identity and favors incremental, well-planned change that prioritizes infrastructure and quality of life.

The full survey results are included in **Appendix A**.

Open House #2

On April 30, 2026, the City held a second public open house to refine and finalize the draft Land Use Plan developed through discussions at the first open house and with elected and appointed officials. About 60 people attended. Key considerations discussed included:

- Overall feedback indicates general support for the draft Future Land Use Map, though mixed concerns were expressed regarding leaving the area alone and providing adequate roads and emergency access.
- Participants strongly prioritized protecting the character of the area, along with infrastructure and roadway improvements, indicating that maintaining existing conditions and addressing basic services are top community priorities.
- Connectivity and recreation emerged as key themes, with multiple comments requesting expanded non-motorized trail systems, bike path connections, and additional recreational amenities such as soccer, baseball, and softball fields.
- Feedback emphasized maintaining low-density, rural development patterns and preserving access to surrounding public lands, while also highlighting the importance of adhering to existing regulations (e.g., dark sky lighting standards) and ensuring development remains compatible with the area's setting.



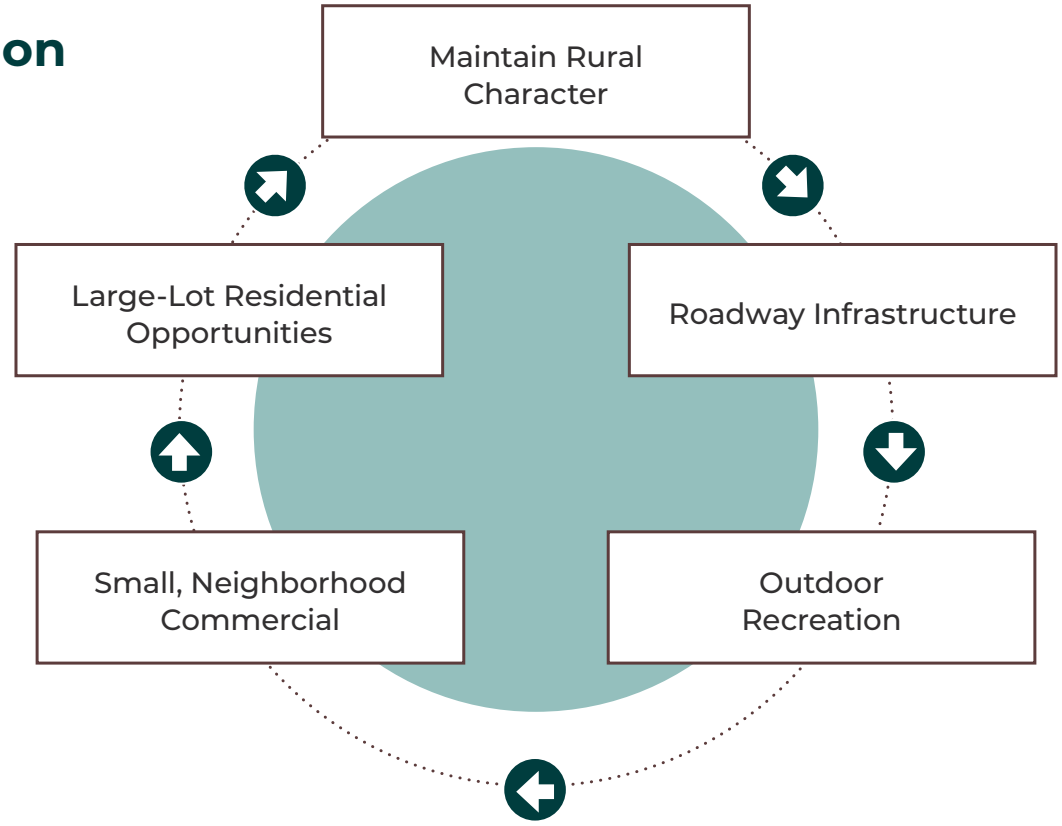


VISION AND GOALS

South Area Plan

Vision and Goals

Vision



Goals

Land Use
Preserve the area's rural character by maintaining low-intensity development patterns and open landscapes.
Encourage small-scale, neighborhood-serving retail and commercial uses that meet daily resident needs.
Maintain large-lot residential areas as a defining land use pattern.
Buffer and transition between incompatible land uses to minimize conflicts.
Protect environmentally sensitive areas from incompatible development.
Incorporate open space as an integral component of future land use patterns.

Infrastructure
Promote a safe and efficient transportation network for all users.
Improve roadway connectivity throughout the area and to the rest of the city and the region.
Provide safe pedestrian and bicycle crossings across the canal and to community destinations, including schools.
Require new development to have adequate infrastructure, utilities, and public services.
Plan transportation improvements to address future traffic demands.

Recreation/ Natural Environment
Promote long-term stewardship of natural resources, including wildlife habitat, ecological systems, and air quality.
Create an accessible and connected system of open space and recreation areas throughout the planning area, including programmed park spaces and trail systems.
Accommodate off-road motorized recreation in appropriate areas.
Support multi-use paths for both recreation and active transportation.
Minimize conflicts between recreation and adjacent land uses.
Protect sensitive environmental areas from recreation impacts.
Preserve significant environmental features and existing ranges.

Economic Development
Prioritize economic development that provides convenient, community-serving goods and services to meet the daily needs of South Fernley residents.
Encourage the establishment and growth of small-scale, locally owned businesses that are compatible with the area's character.
Support entrepreneurship by creating opportunities for homegrown and startup businesses to serve emerging residential areas.

Public Services
Ensure emergency access routes are clearly defined and maintained as development occurs throughout the planning area.
Maintain emergency response times by aligning service capacity with the pace and location of new development.
Incorporate emergency access requirements into roadway design, site planning, and development review processes.
Integrate emergency service considerations into all land use and transportation planning decisions.
Support public safety services that reinforce quality of life while maintaining the area's rural character.

Implementation
Apply an "Infrastructure First" approach that requires infrastructure improvements to be in place prior to or concurrent with new development.
Link development approvals to the availability and capacity of roads, utilities, and public services..
Resolve right-of-way constraints early to prevent delays in roadway and infrastructure improvements.
Secure necessary easements to support planned transportation and utility projects.
Establish a funding strategy to support the construction and maintenance of roads, utilities, and parks.
Pursue local, state, and federal funding sources to implement infrastructure and community improvements.
Ensure consistency between the South Area Plan, the City of Fernley Comprehensive Plan, and other adopted long-range policy plans.
Coordinate with regional agencies and neighboring jurisdictions on infrastructure and service delivery.
Maintain ongoing collaboration with community stakeholders to support implementation over time.



COMMUNITY PROFILE

South Area Plan

Community Profile

Demographics

Figure 4. Planning Study Area

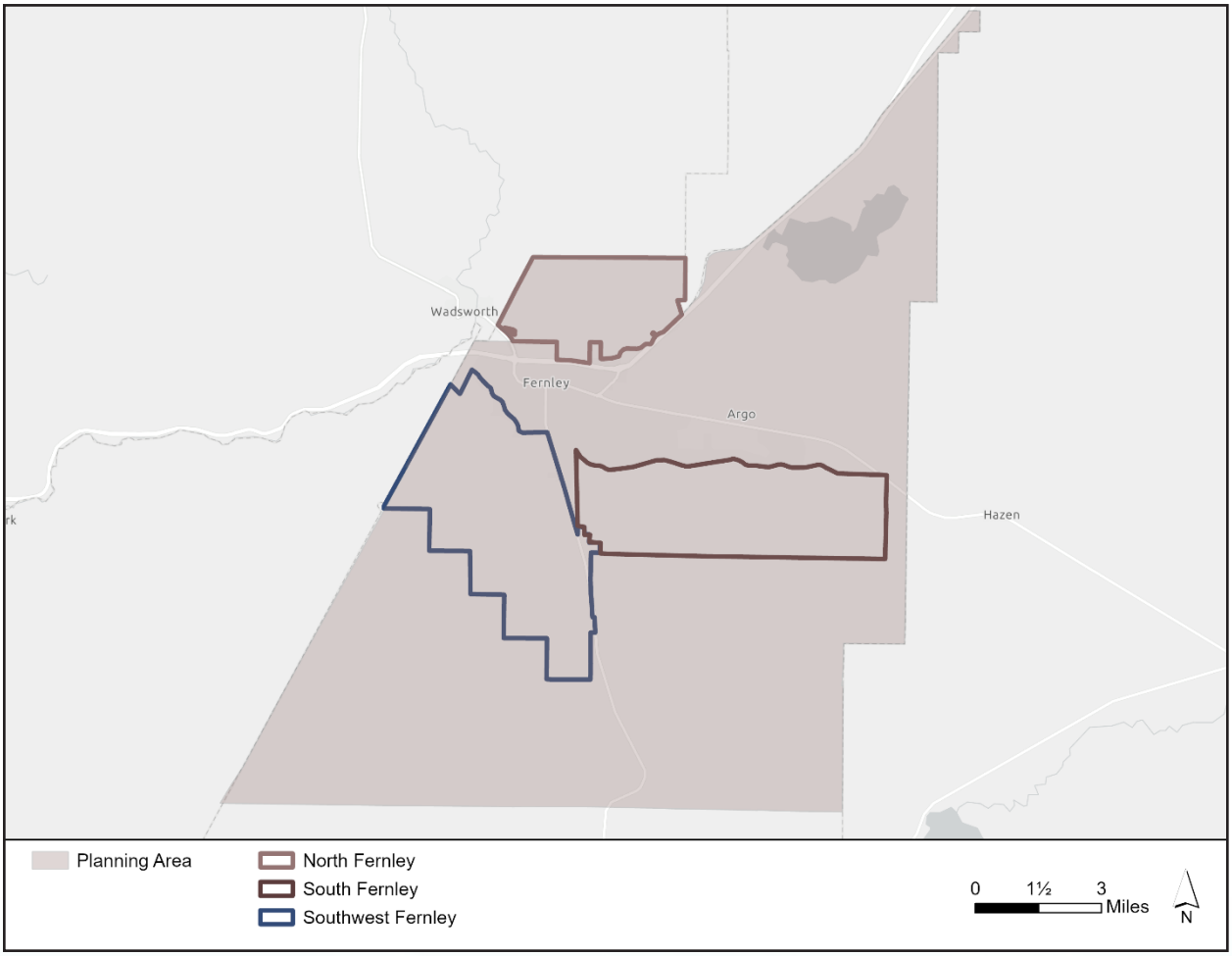


Figure 5. Planning Study Area and CSA

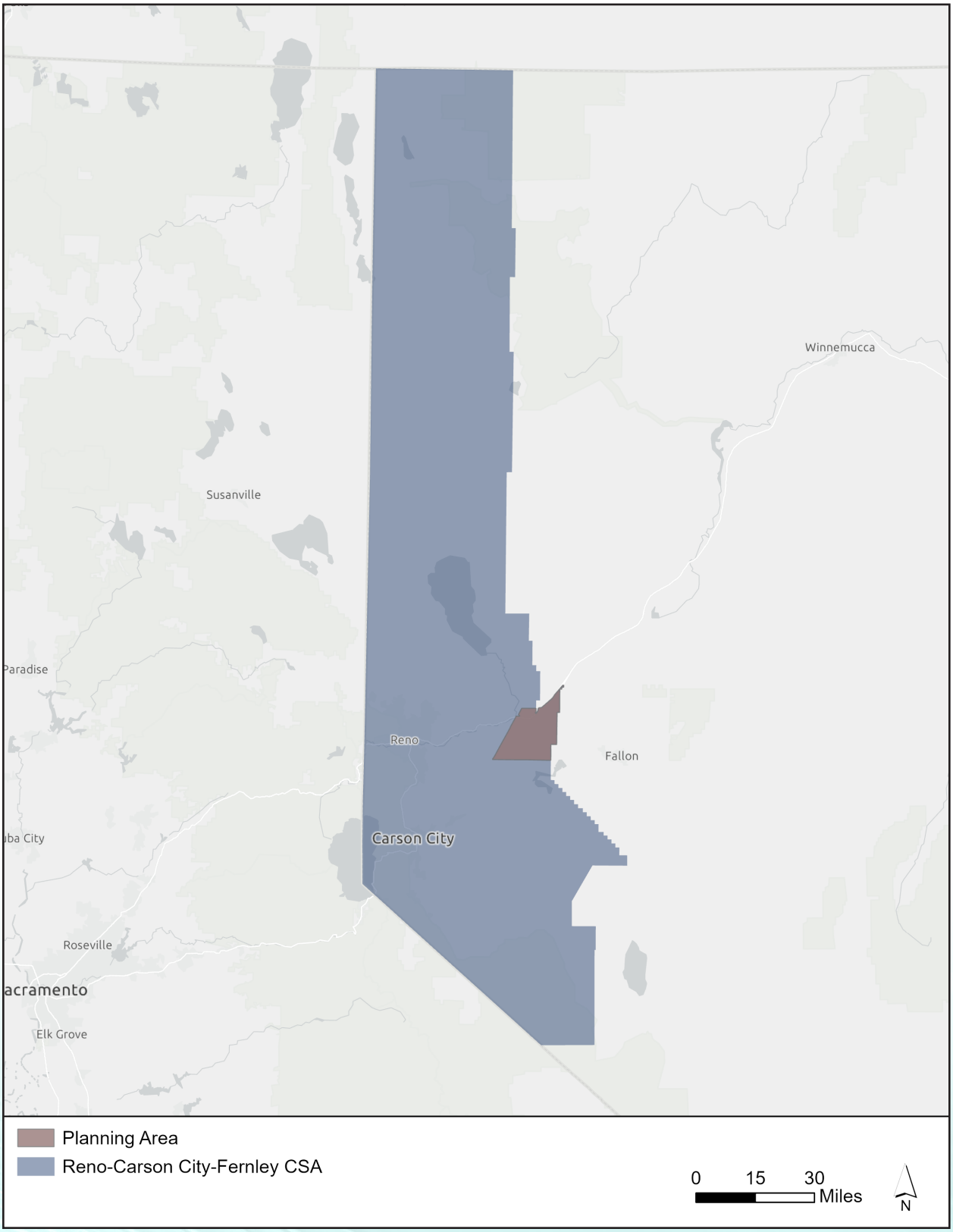
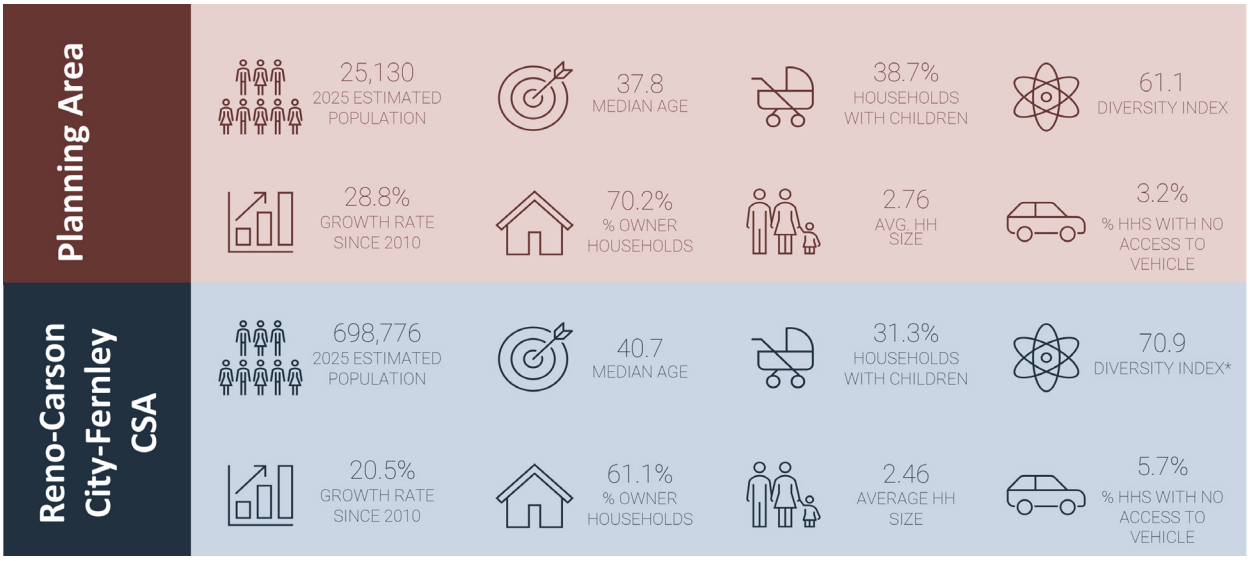


Figure 6. Demographic Summary



Population

The planning area[1] (**Figure 6**) is home to approximately 25,130 residents, with a median age of 37.8, reflecting a relatively mature but still working-age population. The community is predominantly White (73.1%) and is less racially diverse than the broader Reno–Carson City–Fernley Combined Statistical Area (CSA), as reflected in a lower diversity index (61.1 compared to 70.9 in the CSA). Since 2010, the planning area has experienced steady, above-average growth, increasing by 28.8% (approximately 1.8% annually), outpacing the CSA by 8.3%, indicating continued population growth pressure relative to the surrounding region.

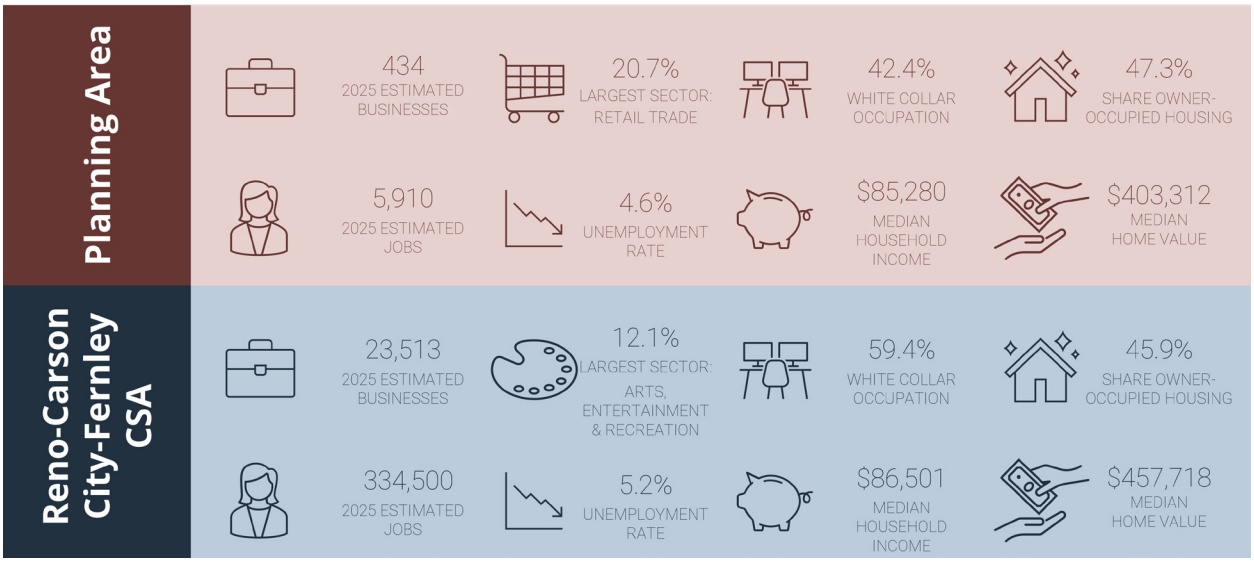
Education and Earnings

Fernley's educational attainment levels trail those of the broader CSA, with a smaller share of residents holding bachelor's or advanced degrees and a higher proportion with a high school diploma as their highest level of education. The median household income in the planning area is $85,280, slightly below the CSA by approximately $1,300, with the largest share of households earning between $100,000 and $149,999. Income distribution is concentrated in middle-income brackets, with comparatively fewer households at both the lower end (below $50,000) and the upper end (above $150,000) than in the CSA. This profile reflects a strong middle-income workforce largely employed in service, trade, and industrial sectors, including retail, hospitality, and manufacturing. While these sectors provide stable employment, the planning area has relatively limited access to higher-wage, professional occupations, which are more concentrated in the Reno metropolitan area.

1 The "Planning Area" term is used for the purposes of the Community Profile and includes areas outside of solely the South Area Plan.

Market Conditions

Figure 7. Economic Summary



Market Analysis Summary

The planning area's economy is shaped by its strategic location near Reno-Sparks and Lake Tahoe, as well as by a strong and expanding industrial base. Retail trade is the largest employment sector, accounting for 20.7% of total jobs, supported by a regional concentration of major industrial and logistics facilities, including operations associated with companies such as Apple, Tesla, Polaris, and Walmart. Continued industrial growth is demonstrated by the Nevada Commerce Center, which is expected to add approximately 1,100 jobs at full build out, and further reinforce the area's role as a hub for warehousing and distribution.

Fernley continues to expand both as an employment center and as a residential community serving the greater Reno-Sparks region. With a significant share of residents commuting to jobs outside the area, 7,904 outbound commuters compared to 2,644 inbound workers and 2,217 residents who both live and work locally. This pattern reflects the area's relative housing affordability, with a median home price of $403,312 compared to $457,718 in the broader CSA, making it an attractive option for workers employed in Reno and Sparks.

Recent development trends highlight both rapid residential growth and increasing diversification of housing types. Approximately 60.5% of the existing housing stock was built after 2020, with single-family homes accounting for 80.6% of all units. However, this imbalance is expected to shift as multi-family housing expands significantly, with an anticipated 230% increase by 2027, adding approximately 1,167 units. In parallel, the hospitality sector is experiencing growth tied to regional tourism, with four new economy-class hotels planned over the next four years, adding 361 rooms, a 143% increase in supply. Together, these trends reflect a growing, evolving local economy closely tied to regional employment markets, industrial development, and tourism activity.

Figure 8. Employment locations for planning area residents

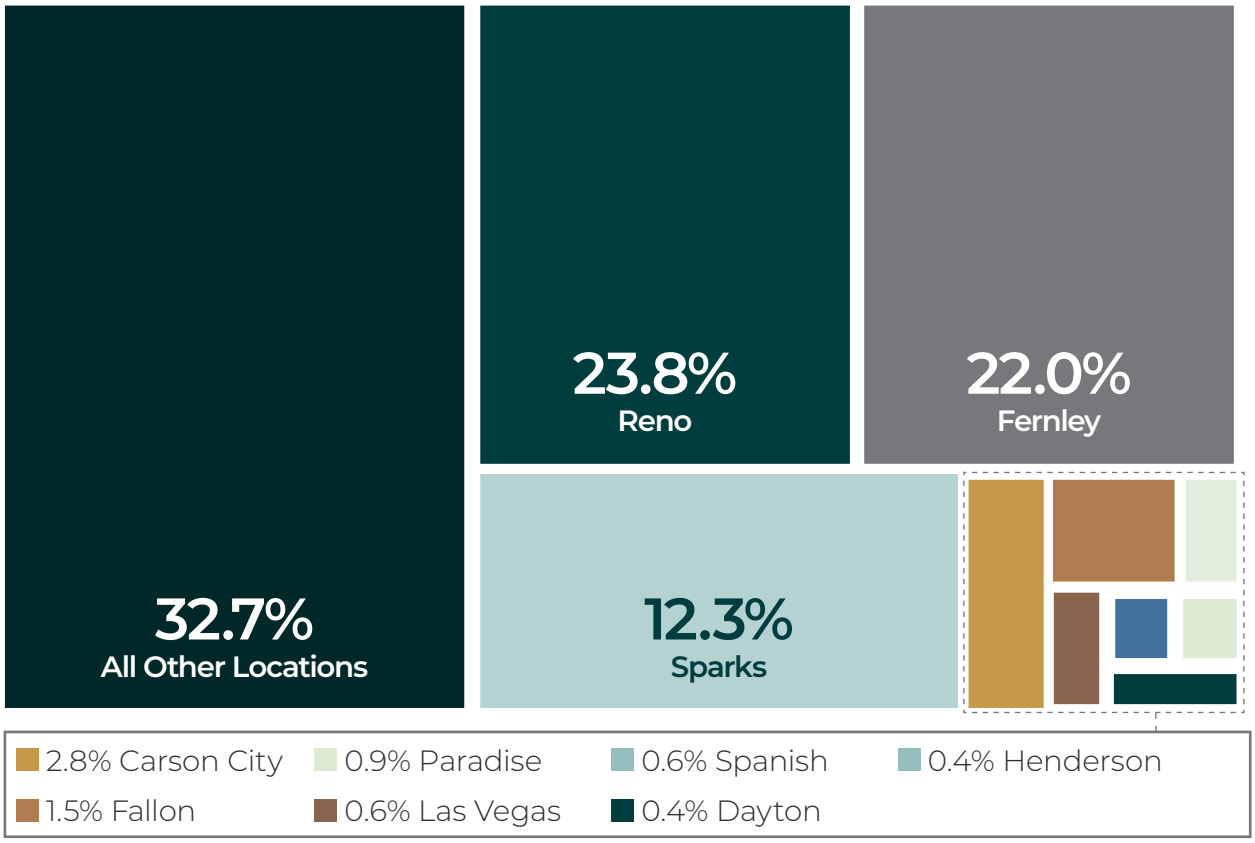


Figure 9. Commuting in the planning area



2,644
Workers
Commute In

2,217
Live + Work in the
Planning Area

7,904
Residents
Commute Out

For People commuting into the Planning Area for work, most (52.4%) are coming from Lyon County. Other sources for in-commuting include Washoe County (20.4%), Churchill County (10.7%), and Carson City County (3.5%). Approximately 48% of the people traveling into the Market Area for work are traveling less than 10 minutes.



EXISTING CONDITIONS

South Area Plan

Existing Conditions

This chapter summarizes the existing conditions of the City of Fernley, specifically within the South Area, to establish the foundation of the planning process. The purpose of this chapter is to identify specific challenges and opportunities in the area to better understand how growth can serve the community. These factors may include natural constraints, infrastructure hurdles, and development opportunities that influence the potential for the South Area Plan.

Challenges

TOPOGRAPHY

Topography presents a defining constraint and opportunity for future development within the South Area Plan. As shown in **Figure 9**, the planning area transitions from relatively flat terrain in the northern portion, closer to existing development along the Truckee Canal and I-80, to increasingly steep and rugged slopes southward into the Virginia Range. This pattern reflects Fernley's historic growth, which has largely concentrated in flatter, more developable areas, leaving steeper southern lands relatively undeveloped.

The extent of slope variation within the planning area introduces several challenges for expansion. Large portions of the southern and southwestern areas exhibit closely spaced elevation contours, indicating steep grades that are difficult and costly to develop. Under the Fernley Development Code, slopes exceeding 15% are significantly constrained, limiting the amount of land available for conventional residential or commercial development. As a result, developable land is unevenly distributed, potentially concentrating growth pressure in flatter northern and central areas. At the same time, these steeper areas present opportunities for open space preservation, trails, and recreational amenities, but require careful planning to balance access with environmental sensitivity and long-term maintenance.

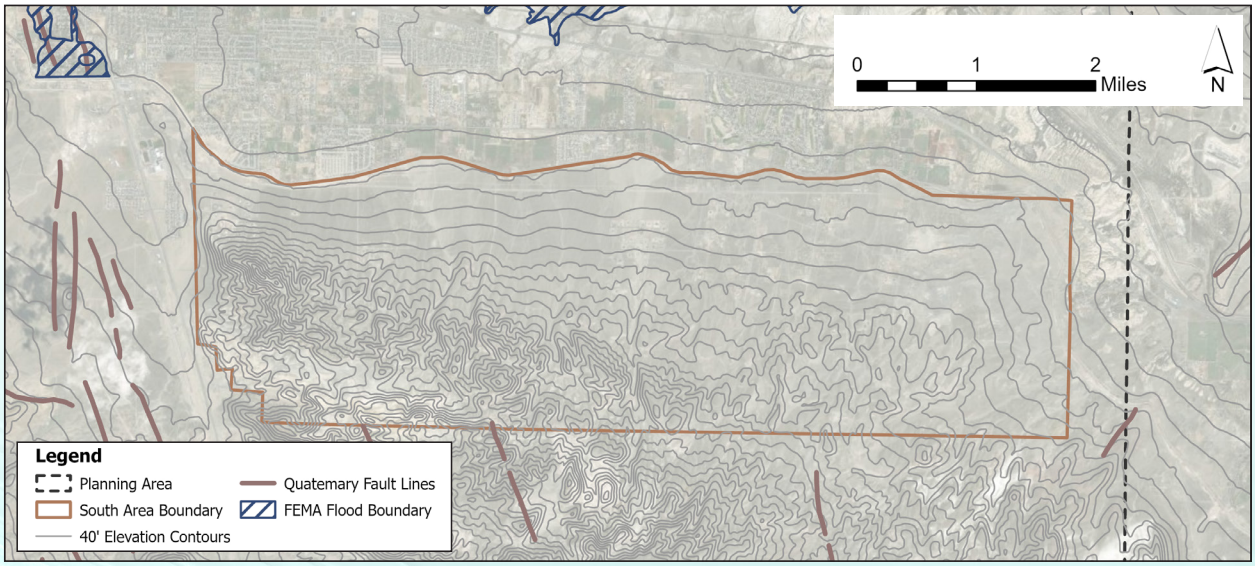
Geologic Hazards

Geologic hazards further compound these development constraints. As illustrated in **Figure 10**, the planning area contains multiple mapped fault lines, including Holocene and Pleistocene faults, primarily concentrated in the southern portion of the site, where topography is most complex. Fernley is located within Seismic Risk Zone 3, indicating the potential for significant structural damage during a major earthquake event. This condition introduces both regulatory and engineering challenges, as development near fault lines will require detailed geotechnical analysis, adherence to setbacks (typically a minimum of 50 feet from active faults), and enhanced structural design standards. These requirements may limit site layout flexibility and increase development costs.

While no FEMA-designated floodplains are mapped within the South Area, stormwater management remains a significant concern given the area's topography and regional drainage patterns. The elevation map in **Figure 10** shows that runoff from the southern slopes naturally flows northward toward flatter areas and the Truckee Canal. During heavy rainfall or extreme weather events, this drainage pattern increases the risk of localized flooding and erosion, particularly in lower-lying portions of the site. The combination of steep slopes, impermeable surfaces associated with new development, and existing drainage corridors necessitates comprehensive stormwater planning, including strategies for detention, conveyance, and erosion control.

Collectively, these topographic and geologic conditions present a layered set of challenges that will shape how and where development can occur. Constraints related to slope, seismic risk, and drainage will likely require a more targeted and phased development approach, prioritizing buildable areas while preserving more constrained lands for open space, recreation, or low-intensity uses.

Figure 10. Elevation, Flood, and Fault Lines Map



Existing Mining Facilities

Existing mining activity presents a localized constraint and long-term planning consideration within the southwestern portion of the South Area. The active mining area is situated within steep, rugged terrain, characterized by closely spaced elevation contours, indicating that the terrain is generally unsuitable for conventional development. Because these areas already fall outside typical development thresholds under the Fernley Development Code, the mining operation does not directly reduce the supply of buildable land within the planning area.

The mine's location and access patterns further limit its interaction with future development. The operation is served by direct connections to US-95, allowing industrial traffic to bypass the South Area and minimizing impacts on future internal road networks. Additionally, the surrounding topography creates a natural physical separation between the mining area and flatter, more developable portions of the site to the north. This separation reduces the potential for direct land-use conflicts but does not eliminate considerations of compatibility.

From a planning perspective, ongoing mining activity introduces several challenges that must be considered in long-term land-use planning. These include potential impacts such as noise, dust, and truck activity, as well as the visual prominence of disturbed landscapes in elevated areas. Over time, the duration and future status of mining operations, whether continued use, expansion, or eventual reclamation, may influence how adjacent lands are planned and developed. Buffering, transitional land uses, and clear delineation of incompatible areas will be important to ensure that future development is not adversely affected.

While the mining operation does not represent a widespread constraint across the South Area, it defines a distinct subarea where development is unlikely and long-term planning will need to address both operational conditions and potential post-mining land reuse.

Accessibility

Access to and from the South Area is currently limited and represents a significant constraint. The planning area is physically separated from surrounding road networks by the Truckee Canal to the north and steeper terrain to the south, resulting in a limited number of viable entry points and restricted internal circulation. Existing roadways within the Area are primarily unpaved or consist of informal dirt paths, which limit safe, reliable access and would require substantial upgrades to support future growth.

Regional access is concentrated at a few locations. To the west, connections to Highway 95 provide the most direct and functional access. To the north, connectivity relies on a limited number of bridge crossings over the Truckee Canal that connect to Farm District Road; however, only one of these crossings is suited for consistent public use, while others are privately owned and do not meet current safety or design standards. To the east, a single bridge along Bango Road connects to Farm District Road and Highway 50, further underscoring the system's lack of redundancy.

These limitations create critical challenges not only for daily circulation but also for emergency response and evacuation. Many existing roads within the Area lack the structural capacity, width, or surface conditions necessary to accommodate emergency vehicles such as fire trucks and ambulances. Similarly, certain bridge crossings may not be designed to support heavy emergency apparatus or high traffic volumes during an emergency. This raises concerns about response times, the reliability of access during critical incidents, and residents' ability to safely evacuate the area in the event of wildfire, flooding, or other emergencies. The current network's limited redundancy means that a single blocked or damaged route could significantly impact both emergency access and resident egress.



The Truckee Canal further compounds these challenges as both a physical and regulatory barrier. Expanding or upgrading crossings requires coordination with the Bureau of Reclamation (BOR), adding complexity, cost, and potential timing constraints to infrastructure improvements. In addition, increasing access points to Highway 50 will require coordination with the Nevada Department of Transportation (NDOT) and may affect roadway performance and Level of Service. While western connections to Highway 95 are somewhat less constrained by natural barriers, they still require careful consideration of traffic flow and capacity.

Addressing accessibility will be essential to supporting safe, functional development in the South Area. Improvements such as upgrading existing roadways, ensuring both roadways and bridges meet emergency access standards, establishing redundant access routes, and exploring additional canal crossings will be critical to improving overall connectivity, enhancing emergency response capabilities, and ensuring safe evacuation options for future residents.





Conservation and Water Resources



Balancing resource conservation with continued growth and economic development presents an ongoing challenge for Fernley and the South Area. The planning area must accommodate future residents and employment uses while preserving natural systems, scenic landscapes, and long-term resource sustainability. Water availability is a central consideration, as the City's supply is primarily dependent on groundwater wells, supplemented by surface water stored in upstream reservoirs through a contract with BOR. This reliance on both groundwater and imported surface water introduces vulnerabilities related to long-term supply reliability, drought conditions, and regional water management constraints.

In addition to supply, water infrastructure capacity presents a critical constraint to future development. Expansion within the South Area will require significant investment in water delivery systems, including wells, storage facilities, transmission lines, and distribution networks. Existing infrastructure may not currently extend throughout the planning area, and extending service to new development areas, particularly those farther from established systems, can be costly and time-intensive. System capacity, pressure requirements, and fire flow standards must also be met to support both residential and non-residential uses, directly influencing the location, density, and timing of future growth.

From a planning perspective, both water supply and infrastructure limitations will shape development patterns. Potential growth may need to be phased to align with infrastructure expansion, and certain areas may not be feasible for near-term development without substantial upgrades. Ensuring that new development incorporates water-efficient design, landscaping, and infrastructure will be essential to reducing long-term system demand and supporting conservation goals.

Additional challenges stem from balancing urban expansion with the protection of environmentally sensitive areas and natural drainage systems. Increased development can place pressure on groundwater resources, alter natural recharge patterns, and increase irrigation demand in a high-desert environment. At the same time, conservation priorities may limit the extent or intensity of development in certain locations.

Coordination with regional and federal agencies, including BOR, will remain an important factor in managing both water supply and infrastructure improvements. Regulatory requirements, water rights considerations, and system capacity constraints may affect the pace of development and the prioritization of infrastructure investments.

Opportunities

Growing Population

Fernley continues to experience steady, sustained population growth, driven by regional employment growth and its relative housing affordability. While this growth creates opportunities to support new residents and economic vitality, it also presents important challenges regarding how and where future development should occur within the South Area—particularly in ways that respect and preserve the qualities valued by existing residents.

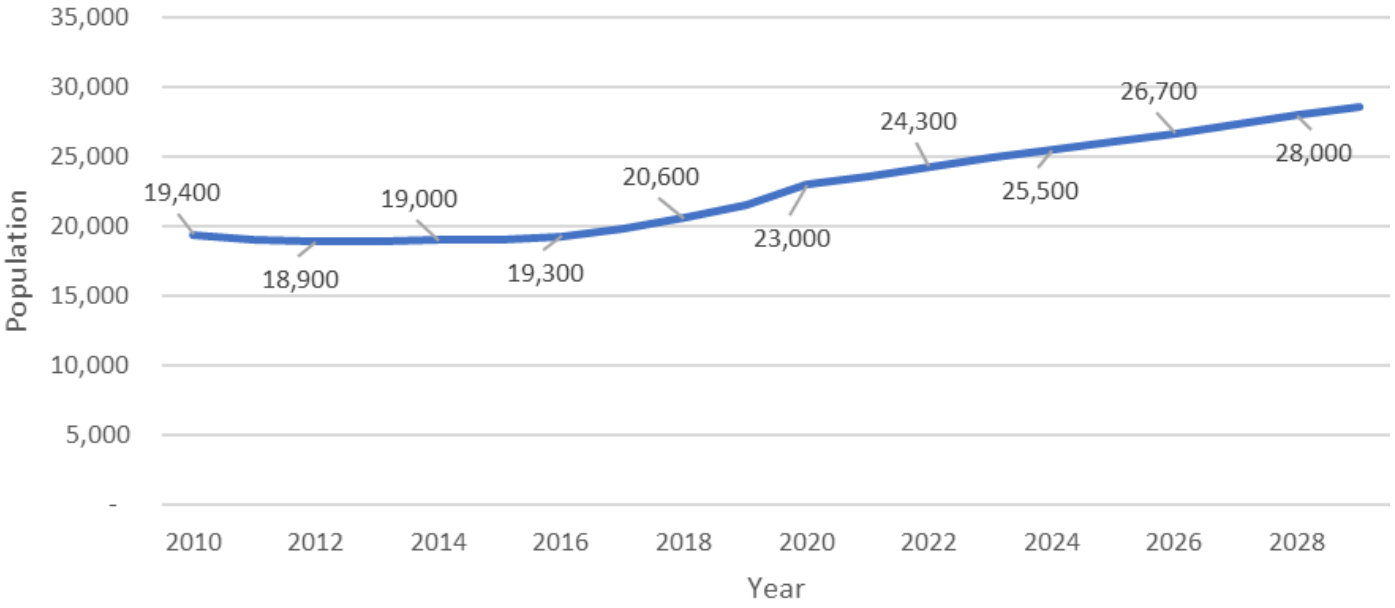
A key consideration will be balancing the need for new housing with the preservation of the area's defining features, including open space, natural landscapes, and the rural character cherished by current residents. Many portions of the South Area, especially those with steeper terrain, scenic views, and natural features, are not only less suitable for development but also represent important community assets. Protecting these areas can help maintain their identity while providing meaningful opportunities for regional parks, open-space networks, and recreational amenities that serve both current and future residents.

At the same time, accommodating continued population growth will require identifying appropriate locations for new housing. This creates a need to direct development toward flatter, more accessible areas that can be efficiently served by infrastructure, while avoiding more constrained or sensitive lands. Thoughtful land use planning will be essential to ensure that growth does not erode the qualities that make the area desirable today.

The South Area Plan provides a critical opportunity to achieve this balance. By preserving key open space areas and integrating recreational amenities, such as trails, parkland, and connections to surrounding natural features, while still designating targeted areas for housing, the plan can meet future demand without compromising existing community values. This approach supports a pattern of growth that accommodates new residents, serves existing households, and retains the character and landscape that define Fernley

Since the start of 2016, the Fernley population has been on a steady increase; it is currently growing at a rate of 2.48 percent annually and has increased by about 10.7 percent since the 2020 U.S. Census. If the current population growth rate is applied to future years, the projected population size in 2029 will be about 28,600 – an increase of about 47 percent since 2010. With growing industry interests and employment opportunities in the region, continued population growth is certain.

Figure 11. Past and Projected Population Growth



Regionally, the Reno MSA has also experienced consistent growth, with a growth from 119,081 in 1969 to 500,915 in 2022. This represents a growth of about 320 percent. To meet continued population demand, the City must plan ahead for future housing needs. The Area Plan provides an ideal opportunity to establish designated areas for future housing development to occur.

Existing Public Resources

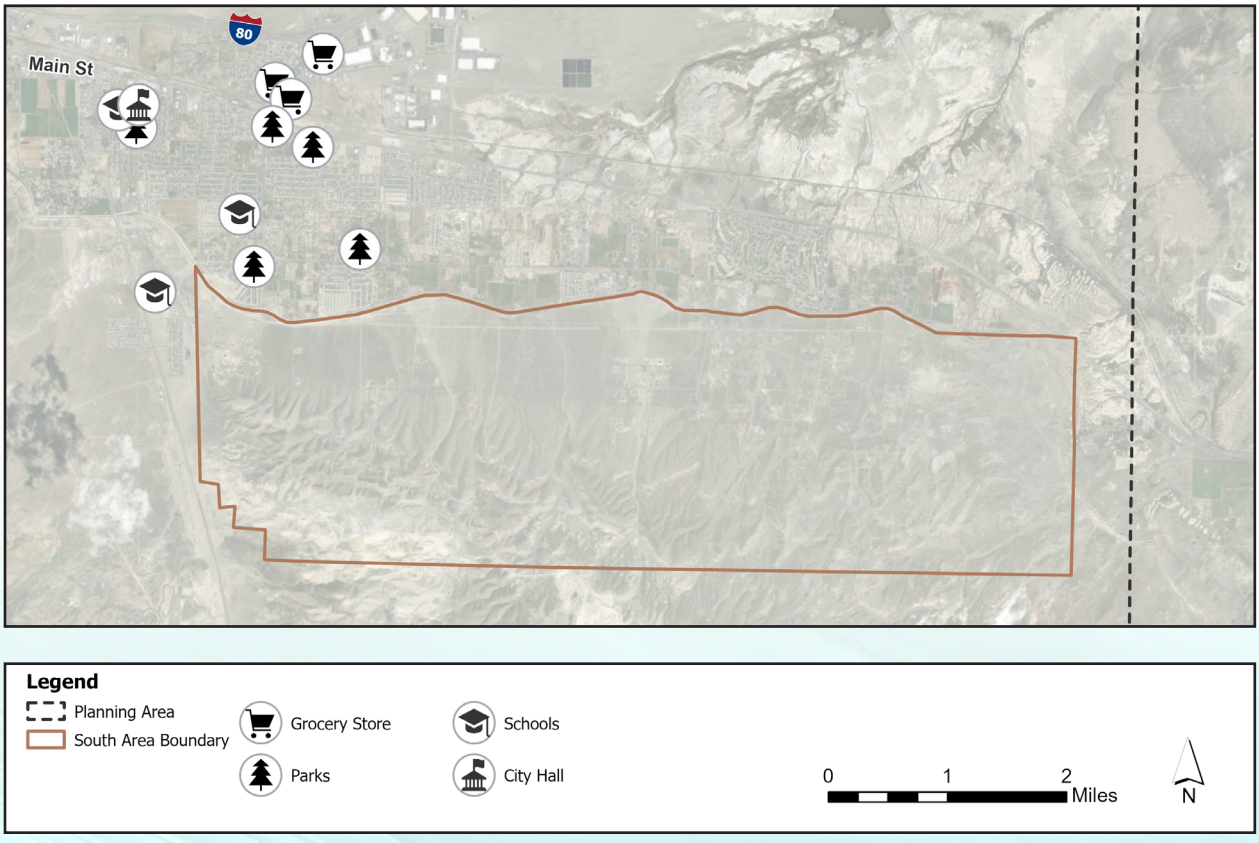
Fernley's existing network of public facilities and community amenities provides a strong foundation for both current residents and future growth in the South Area. The City offers a range of resources, including public parks, dog parks, a public library, community and senior centers, a swimming pool, and public schools serving all grade levels. These amenities contribute to the overall quality of life and serve as important anchors for the community.

As the South Area develops, a key opportunity will be to build on and extend this network to serve existing residents while accommodating new households. Ensuring continued access to parks, recreation, and civic facilities is particularly important for maintaining the level of service that current residents expect and value. At the same time, expanding recreational opportunities, such as additional parks, trail connections, and open space areas, can help meet growing demand and reinforce Fernley's identity as a community with strong access to outdoor amenities.

There is also an opportunity to strategically locate new facilities within or near the South Area to improve accessibility and reduce residents' travel distances. This is especially important given existing transportation constraints and the need to provide equitable access to community resources. Enhancing connections between neighborhoods, schools, parks, and civic uses can create a more cohesive and complete community.

Overall, the South Area Plan can leverage Fernley's existing amenities as a foundation while planning for thoughtful expansion. By prioritizing recreational opportunities, preserving access to community resources, and ensuring that both current and future residents are well served, the City can support continued growth without diminishing the quality of life residents value.

Figure 12. Community Resources Map



Surrounding Uses

The South Area is bordered by existing residential neighborhoods to the north, across the Truckee Canal, and by Fernley High School to the west. These uses establish a primarily residential and community-oriented context.

Unlike the North and Southwest Area Plans, which focus on employment uses, the South Area is better suited for residential and recreation, building on its proximity to existing neighborhoods and community facilities.

Land Ownership

The South Area includes extensive federally owned land, offering a unique opportunity for coordinated planning and land management. Through collaboration with federal agencies, the City can explore options such as land transfers, exchanges, or joint planning efforts to help ensure that future uses align with community priorities. These lands provide an opportunity to assemble large, contiguous areas that can be planned comprehensively to support a cohesive pattern of development, infrastructure, and open space. Federally owned land may also be made available at relatively low cost, offering the City added flexibility to implement community-serving uses while maintaining greater control over long-term land-use outcomes.

Vacant Land

The presence of substantial vacant land within the South Area provides a high degree of flexibility in planning and utilizing land. Without the need to relocate existing uses or disrupt established activities, these areas can be thoughtfully designed to accommodate a variety of uses, including residential, commercial, civic, and recreational amenities.

The scale of vacant land also supports coordinated site planning, allowing for efficient layout of streets, utilities, and public facilities. This creates an opportunity to establish well-connected development patterns and to incorporate community priorities such as walkability, access to services, and compatible land-use transitions. Additionally, the availability of large, undeveloped parcels allows for phased implementation over time, enabling the extension of infrastructure and services in a deliberate and cost-effective manner.



Regional Industries

The mix of industries across the broader region provides important context for understanding economic patterns and potential land use compatibility within the South Area. Across nearby jurisdictions, common industry sectors include healthcare and social assistance, retail trade, and accommodation and food services, with additional concentrations in manufacturing, transportation and warehousing, construction, and public administration.

Reno

- Health care and social assistance
- Retail trade
- Accommodation and food services

Sparks

- Retail trade
- Health care and social assistance
- Manufacturing

Carson City

- Public administration
- Retail trade
- Health care and social assistance

Silver Springs

- Transportation and warehousing
- Construction
- Retail trade

Fallon

- Health care and social assistance
- Construction
- Retail trade

Fernley

- Manufacturing
- Retail trade
- Health care and social assistance

This regional diversity presents an opportunity for the South Area to align land use designations and site planning with established economic sectors in surrounding communities. The presence of shared industries across jurisdictions suggests the potential to support complementary uses, reinforce regional economic relationships, and provide spaces that are compatible with existing employment patterns. Additionally, Fernley's existing strengths in manufacturing, retail, and healthcare can inform how land is positioned and planned within the South Area, helping to ensure consistency with the City's broader economic character while allowing flexibility for a range of uses.

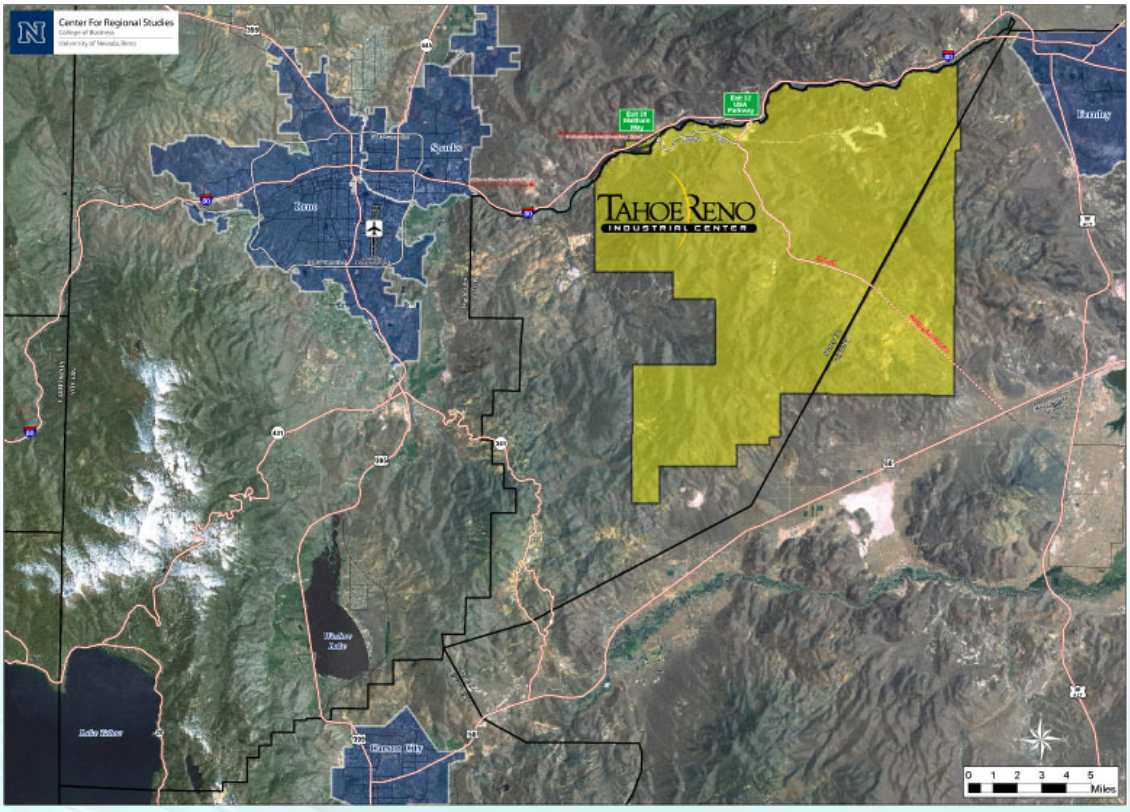
Tahoe-Reno Industrial Center (TRI) and TRI II

The Tahoe-Reno Industrial Center (TRI), located west of Fernley, provides a significant regional employment and economic hub. As the world's largest industrial park, TRI supports a range of uses, including advanced manufacturing, distribution, and data centers, and is home to major employers such as Tesla, Switch, Google, and Blockchains. Within Fernley, industrial uses have also been established southeast of I-80, reflecting the area's existing pattern of industrial activity.

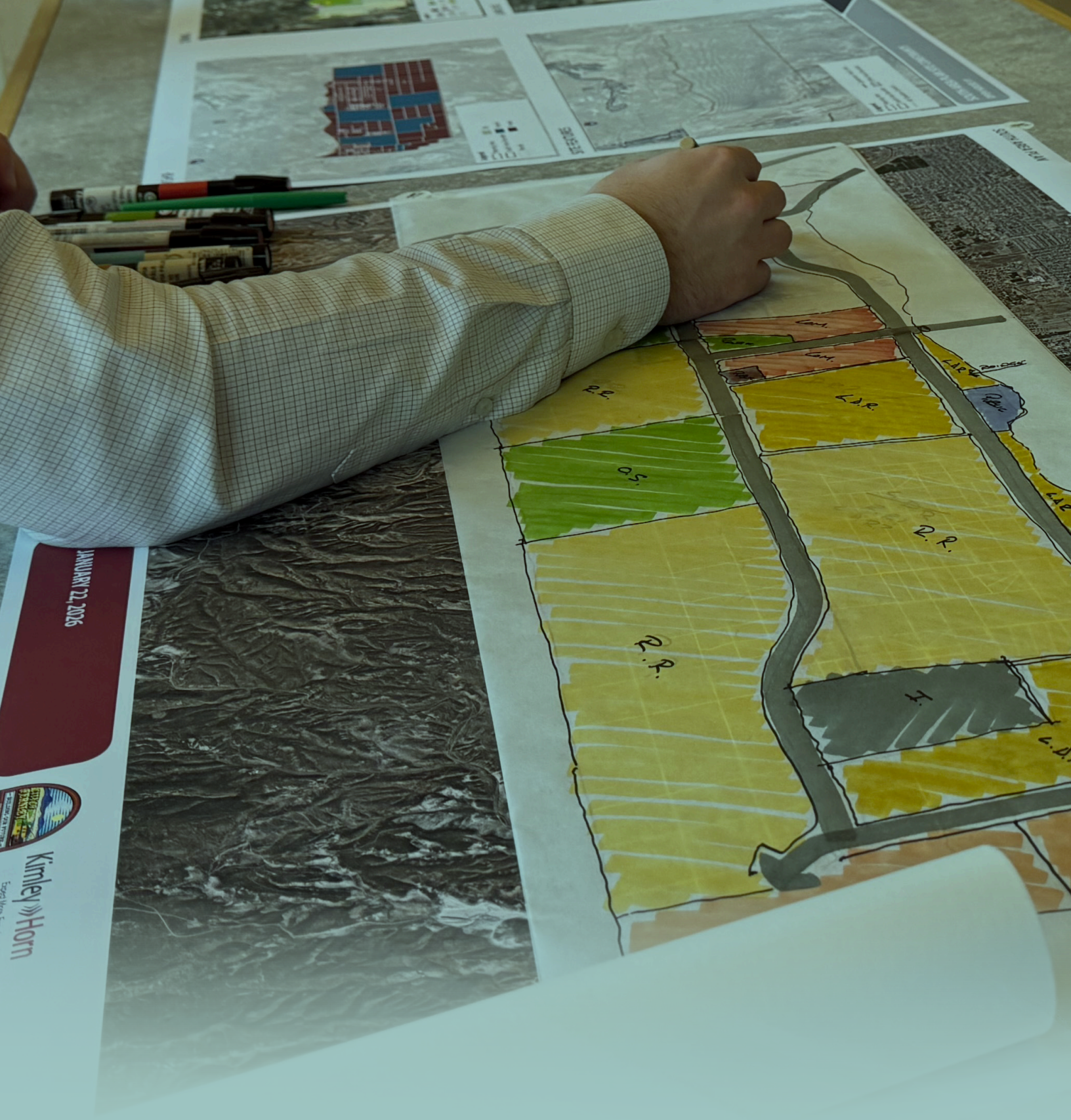
This concentration of industrial development presents an opportunity to consider how land use planning and infrastructure can complement nearby industrial operations. Proximity to TRI and other industrial areas allows for the thoughtful integration of supporting uses, such as commercial services, logistics-related uses, and compatible employment spaces. These uses can help reinforce existing economic patterns while ensuring compatibility with surrounding land uses.

Additionally, ongoing discussions regarding a potential expansion of TRI, often referred to as TRI II, highlight the importance of regional coordination and awareness of evolving development patterns. This context provides an opportunity to proactively consider infrastructure connections, access, and land-use compatibility to ensure future activity is cohesive and aligned with local priorities.

Figure 13. Tahoe-Reno Industrial Center Map



Source: Tahoe-Reno Industrial Center



FUTURE LAND USE

South Area Plan

Future Land Use

An effective and implementable land use strategy enables the City to collaborate with public, private, and community partners to shape the area's physical character and design. As illustrated in **Figure 14**, the land use plan provides a cohesive framework to support the community's vision and goals for both the planning area and Fernley as a whole.

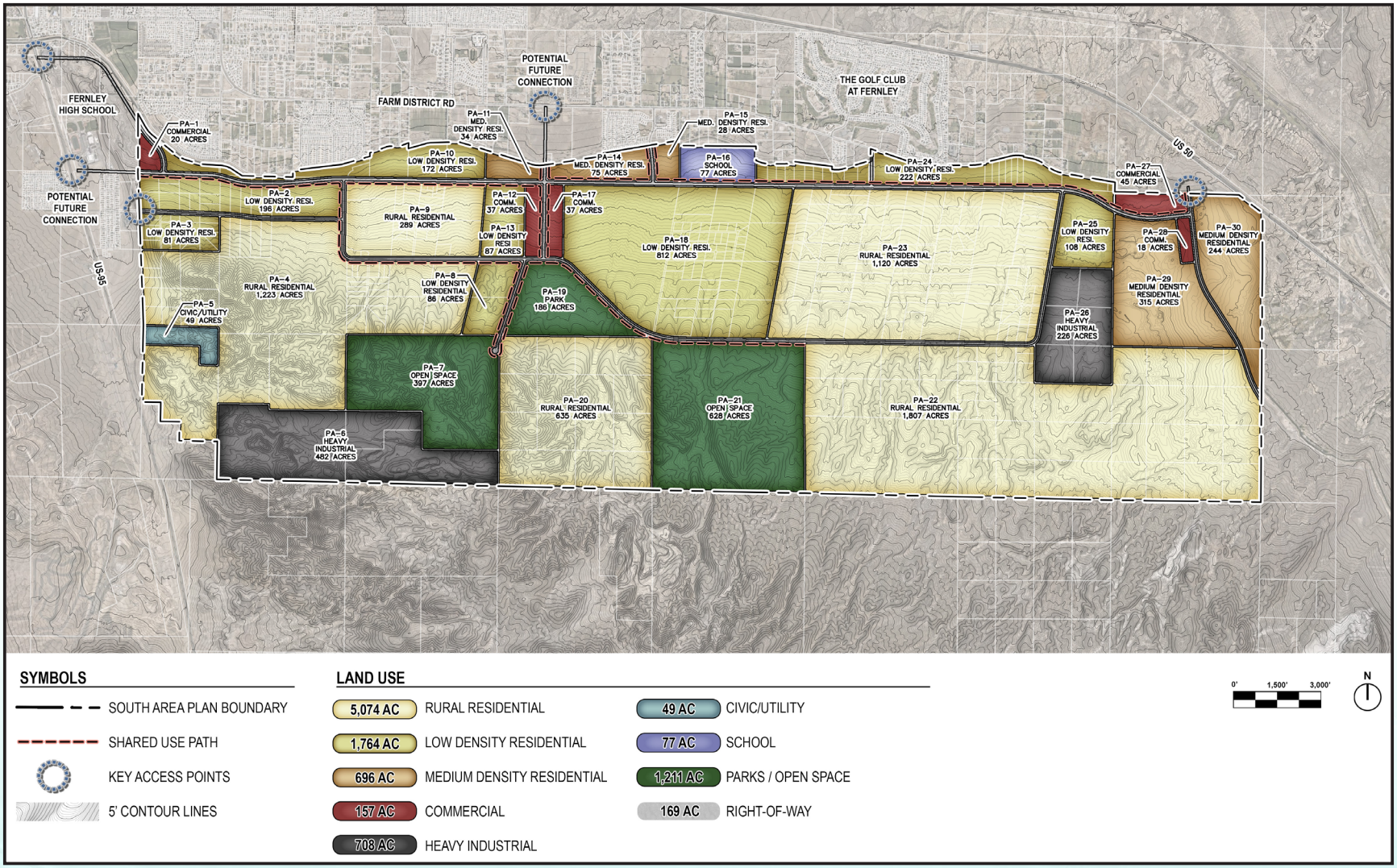
The land use strategy is grounded in extensive community input, which consistently emphasized maintaining the area's existing character and conditions to the greatest extent possible. Input from residents highlighted the importance of preserving the area's current development pattern and open landscape, while prioritizing targeted improvements to enhance safety and accessibility. In particular, community feedback underscored the need to improve road conditions and ensure reliable emergency access, including the ability for first responders to safely and efficiently navigate the area.

In response, the Future Land Use Map (FLUM) reflects a balanced approach that prioritizes preservation alongside critical infrastructure improvements. The map maintains a majority of existing development patterns and open areas, while identifying key locations for small-scale commercial, low density residential, and improved roadway infrastructure and connectivity. It also acknowledges the importance of aligning infrastructure investments with realistic funding strategies and identifying feasible mechanisms to support these improvements over time.

Implementation of this strategy will rely on strong partnerships between the City and a range of stakeholders, including developers, utility providers, and community leaders, to ensure that land-use decisions are made in a coordinated and intentional manner.

Disclaimer: If land uses are not clearly defined in this Plan, the City of Fernley shall use their discretion to approve uses that align with the 2018 Comprehensive Master Plan and comply with the 2020 Development Code.

Figure 14. South Area Plan Future Land Use Map



Residential

Low-Density and Rural Residential designations comprise the majority of the Plan Area, supporting larger lot sizes, limited infrastructure demands, and a lifestyle oriented around open space, privacy, and natural surroundings.

The FLUM strategically introduces Medium-Density Residential designations in targeted locations to provide a broader range of housing options. These areas are identified based on their relative access to existing and planned transportation networks, proximity to community services, and their ability to accommodate incremental infrastructure improvements without compromising the overall character of the South Area. This approach supports the provision of housing opportunities that can meet evolving regional needs while remaining context-sensitive.

Figure 15. Residential Land Use Map

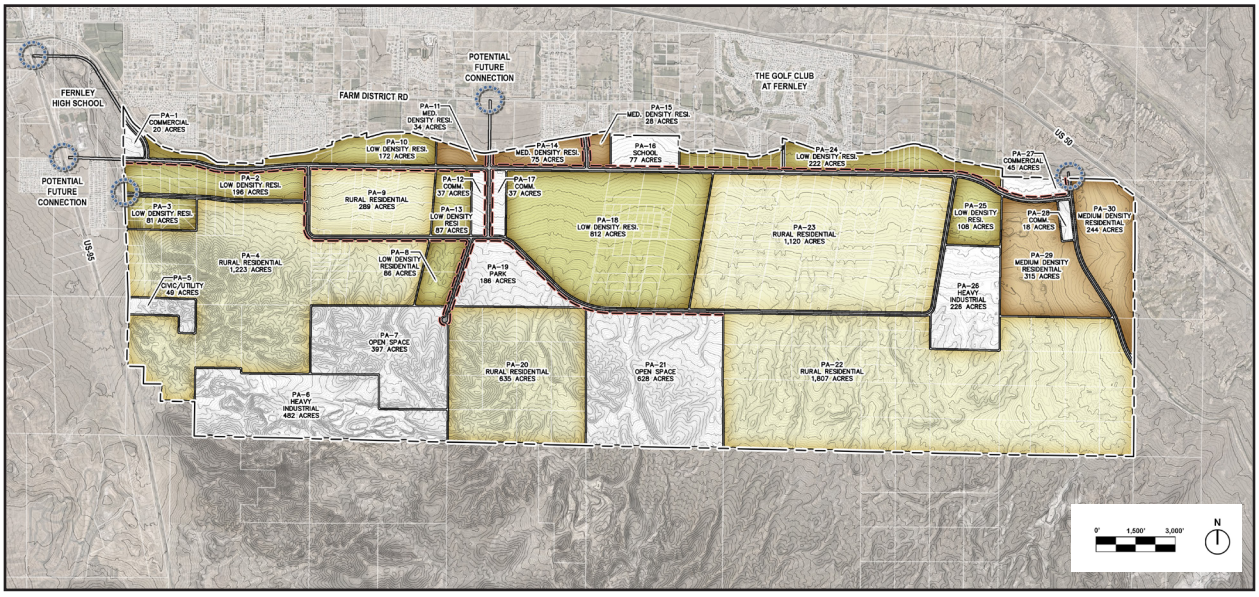


Table 1. Residential Land Uses

Land Use	Acreage	Density Range	Maximum Development Yield	Allowable Uses
Rural Residential	5,074	0.5-20+ acre lots	507 Units*	Large lot estates; single-family, detached; agriculture; grazing; open space
Low-Density Residential	1,764	1-6 DU per acre	10,584 Units	Large lot estates; single-family, detached
Medium Density Residential	696	7-13 DU per acre	8,352 Units	Single-family, detached and attached; duplex; triplex; fourplex; townhome; low-rise apartments and condominiums
TOTAL	**7,534**	-	**19,443 Units**	-

**Includes the gross acreage for residential land uses. The Development yield assumes an average of 10-acre lots throughout.*

Commercial

Commercial uses within the South Area are intended to be limited in scale and primarily serve the day-to-day needs of nearby residents. These uses are envisioned to provide convenient access to basic goods and services without introducing higher-intensity commercial activity that could alter the area's character.

Applicable commercial uses include small-scale grocery and convenience stores, restaurants, personal and professional services, small medical or wellness offices, and limited entertainment or gathering spaces. These uses should be designed to integrate with surrounding residential areas, with consideration given to building scale, site design, access, and compatibility.

Overall, the intent is to provide residents with convenient, nearby amenities that support quality of life while maintaining the low-density, community-oriented character of the South Area.

Figure 16. Commercial Land Use Map

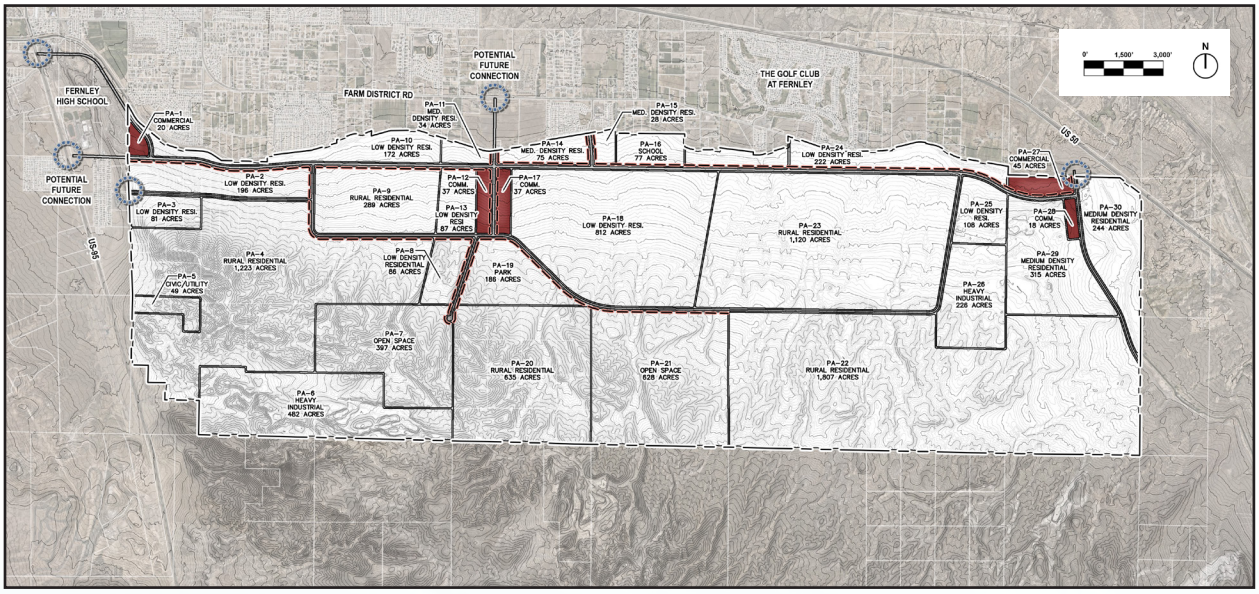


Table 2. Commercial Land Uses

Land Use	Acreage	Allowable Uses
Commercial	157	Neighborhood commercial; restaurants; services; entertainment
TOTAL	**157**	-

Heavy Industrial

Heavy Industrial designations within the South Area are intended to acknowledge and protect the continued operation of existing industrial uses. These areas recognize the importance of established businesses to the local and regional economy while supporting compatibility with surrounding uses.

At the same time, the FLUM does not identify these areas for expansion or the introduction of new heavy industrial development. Future land use within these designations is intended to remain consistent with existing conditions, limiting potential impacts related to traffic, noise, and environmental considerations that could conflict with nearby residential areas.

Figure 17. Industrial Land Use Map

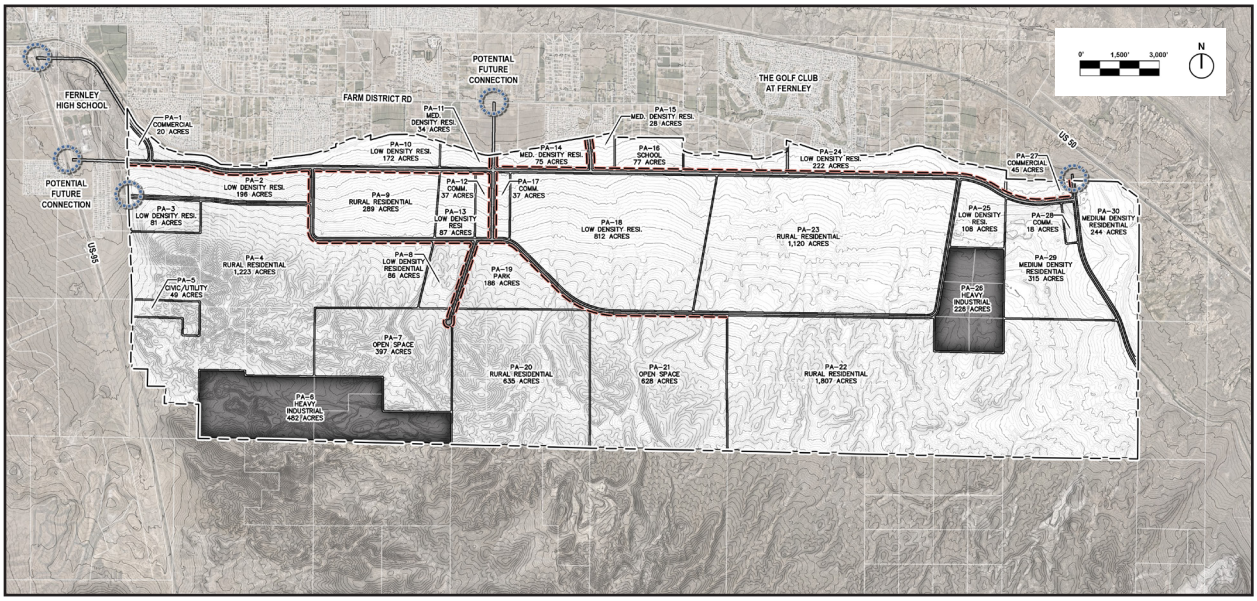


Table 3. Industrial Land Uses

Land Use	Acreage	Density Range	Development Yield	Allowable Uses
Heavy Industrial	708	Up to 30 du per acre	N/A	Heavy manufacturing; refinery; labor- and capital-intensive industrial activities
TOTAL	**1,067**	-	-	-

Parks and Open Space

The South Area Plan identifies three primary Parks and Open Space areas intended to serve as key community assets and gathering places. These areas provide opportunities for a range of recreational activities, including public parks, sports fields and courts, and designated trails for hiking, mountain biking, and off-roading. Together, they support both active and passive recreation while enhancing the overall quality of life for residents.

In addition to recreational use, the Parks and Open Space designation plays an important role in preserving the area's natural environment, scenic views, and rural character. These areas help maintain visual continuity across the landscape, protect sensitive features, and provide separation between developed areas.

Beyond these primary locations, the Plan also encourages integrating smaller, activated park and open-space areas into future residential development. These spaces are intended to provide accessible, neighborhood-level amenities that promote outdoor activity, social interaction, and a connected system of open spaces throughout the South Area.

Figure 18. Open Space and Recreation Land Use Map

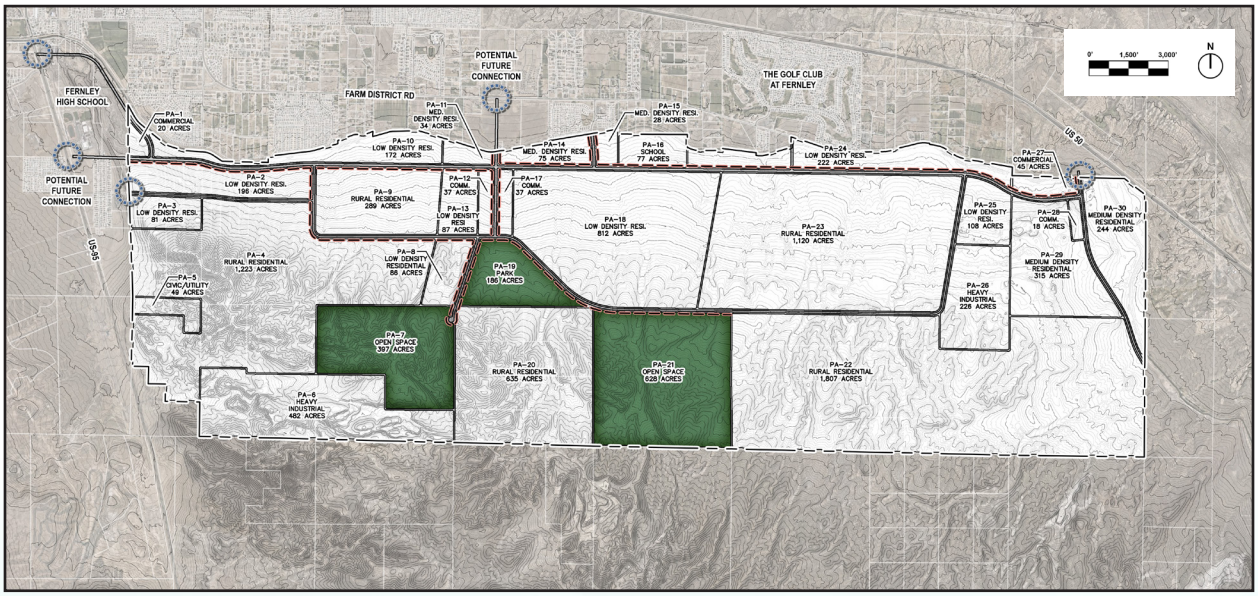


Table 4. Open Space and Recreation Land Uses

Land Use	Acreage	Allowable Uses
Park	186	Public and programmed parks; sports fields; courts; community space
Open Space	1,025	Trails; natural resources conservation land; stormwater
TOTAL	**1,211**	-

Public Facilities

The Public Facilities designation is intended to support the development of a cohesive, well-functioning community by providing essential civic infrastructure serving residents. These designations accommodate a range of uses, including schools, public safety facilities, cemeteries, community centers, utilities, and other governmental or institutional services that are necessary to meet the needs of existing and future residents.

Public Facilities are strategically located to ensure accessibility, efficiency of service delivery, and compatibility with surrounding land uses. Their placement is intended to reinforce community organization, support safe and reliable access, and contribute to the area's overall livability.

Figure 19. Public Facilities Land Use Map

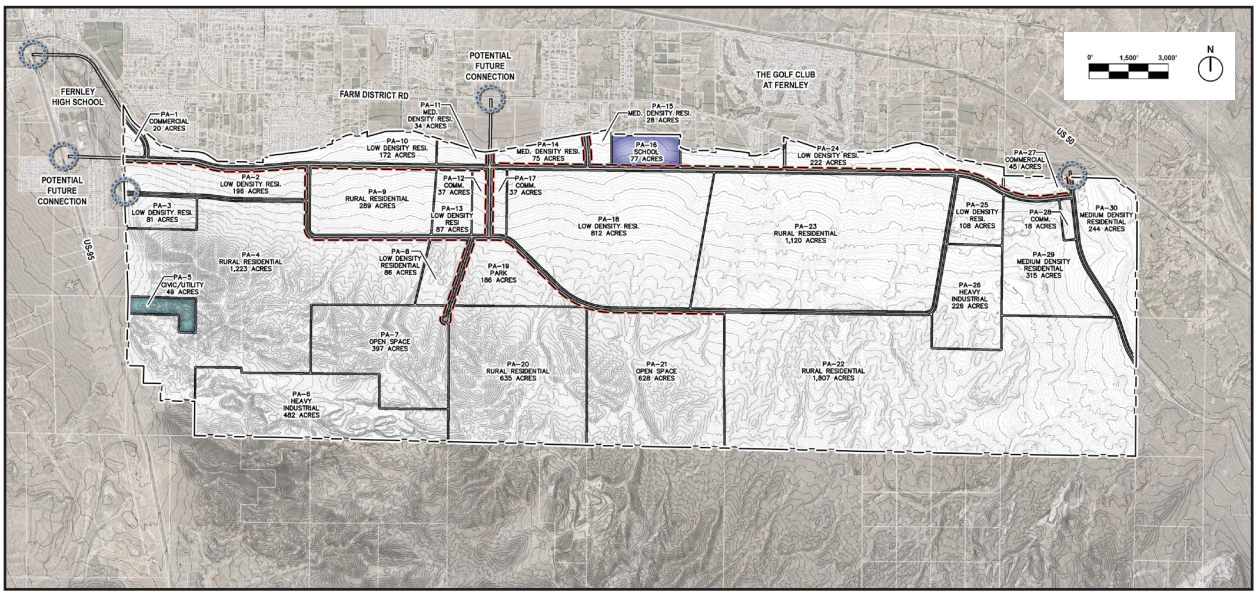


Table 5. Public Facilities Land Uses

Land Use	Acreage	Allowable Uses
Civic/ Utility	49	Emergency services; utilities infrastructure; public resources (library, senior center, etc.); cemetery; civic center
School	77	Schools; childcare facilities
TOTAL	**126**	-



TRANSPORTATION AND CONNECTIVITY

South Area Plan

Transportation and Connectivity

Overview



This Area Plan presents an opportunity to establish new transportation connections and upgrade infrastructure to support safe transportation for current and future residents. At present, access to the area is limited, relying on a network of dirt roads and canal bridges that do not provide reliable or long-term connectivity.

This Plan offers a key opportunity to re-envision and improve this infrastructure, creating more permanent, efficient, and multimodal connections to the South Area. As development occurs, developers will be responsible for demonstrating how safe and functional connections will be provided for all transportation modes, including vehicle, pedestrian, and bicycle travel, in a manner consistent with City standards. The Fernley Design Guidelines provide additional detail and design direction to supplement the general framework outlined in this section.

Walking

Walking connectivity throughout the South Area will provide a variety of opportunities, from promoting active transportation to offering recreational connectivity to providing a safe environment for all. The intent of the Area Plan is to create an environment where residents are connected to a number of recreational opportunities and amenities throughout the area. An important element will be consistency throughout the area plan. Gaps in sidewalk infrastructure will create barriers to walking and will dissuade the use of the available infrastructure. Additional factors that will help ensure the use of sidewalks and pedestrian infrastructure include safety (protection from vehicles) and the environment (shade infrastructure, landscaping, lighting, and street furniture).

Cycling

Cycling throughout the South Area provides opportunities for active transportation and recreation. Fernley does not currently offer cycling infrastructure to the South Area. Once the infrastructure is in place, the City's center will be connected to the South Area, allowing cyclists to travel between them. Over time, the South Area will need to consider adding levels of protection for any potential bike lanes where cyclists may share the road with cars. Additional cycling infrastructure, such as bike maintenance stations and bike stands, should also be considered near residential, commercial, and school areas to promote cycling and create a safe, welcoming environment. As shown in the FLUM, the South Area includes a multi-use path that winds through the center of the area and connects to the Open Space areas, school areas, and near potential future connection areas. This will fully connect all uses in the South Area to the rest of the City for transportation and recreational uses. The open space is established due to the increasing slope grade. Mountain biking and hiking trails may already exist in this area, or they may be created over time. To provide a fully cohesive network, establishing connections to these recreational areas for cyclists is important.

Driving

Driving is the primary mode of transportation for households in Fernley and the surrounding region, and the existing roadway network is designed to accommodate and prioritize automobile travel. Within the South Area, connectivity to the broader City is constrained by the canal, which creates a physical barrier and limits access points. As a result, overall accessibility remains limited today and will require thoughtful coordination as development occurs.

To address these challenges, the FLUM identifies a framework of key arterial roadways intended to establish the primary connections within the South Area and link it to the rest of the city. These corridors are expected to be constructed early in the development process to support safe and efficient movement. In addition, developers will be responsible for constructing local street networks, neighborhood connections, and internal circulation that provide access within and between developments.

Together, this approach ensures that as the South Area develops, it does so with a connected and functional roadway system that supports residents while improving overall access and mobility.





Emergency Safety Access

Emergency access within the South Area is currently constrained by limited connectivity and the presence of the canal, which restricts direct and efficient routing for fire and emergency medical services (EMS). As development occurs, improving roadway infrastructure will be critical to ensuring timely emergency response throughout the area.

The FLUM establishes a network of primary arterial roads that, once paved, will significantly improve access for emergency vehicles by providing reliable, all-weather routes and more direct connections across the South Area. These key corridors will serve as the backbone for emergency response, reducing travel times and improving coverage to both existing and future neighborhoods.

In addition, the development of local street networks and neighborhood connections will further enhance emergency access by creating multiple route options and reducing reliance on a limited number of entry points. Together, these improvements will support a safer and more resilient community by ensuring that Fire and EMS services can reach all areas of the South Area effectively and efficiently.

Truck Traffic

While the South Area is primarily planned for residential uses, the presence of commercial nodes in the central, northern, and northeastern portions of the area will require accommodations for delivery and service vehicles, including trucks. These uses rely on consistent, efficient logistical access to support day-to-day operations and maintain service for surrounding residents.

As development occurs, future projects will need to clearly identify designated truck routes and plan for how delivery traffic will move through the Area. These routes should be aligned with the planned arterial roadway network and designed to minimize conflicts with residential neighborhoods and local traffic. Consideration should be given to roadway design, turning radii, and access points to ensure trucks can safely navigate the system.

Overall, the intent is to support necessary commercial activity while maintaining the safety, functionality, and character of the South Area. Thoughtful planning of truck access and circulation will help ensure that logistics needs are met without negatively impacting other modes of travel or nearby residential areas.







WATER CAPACITY

South Area Plan

Water Capacity

Current Demand

According to data in the City of Fernley's 2022 Water Master Plan, the average daily demand for the potable water system is approximately 3.88 million gallons per day (MGD), and the maximum daily demand is approximately 6.52 MGD. The most recent available peak-hour flow-monitoring data suggest that peak-hour demand is approximately 10.90 MGD. The City's water system currently meets the demands of all three flow scenarios.

The Future Land Use Map would lead to increased water demand. The following sections discuss each system component and present information regarding its capacity to meet additional demands.

Available Water Resources

The City water system is currently supplied solely from groundwater wells, including six wells (numbered 4, 9, 9A, 11, 13, and 14). The total production capacity of these combined wells is 12.33 MGD[2]. The firm capacity, which refers to the amount of water that can be reliably produced by the system accounting for potential equipment failure, maintenance needs, operational limitations, and long-term sustainability, is 8.65 MGD. Nevada Administrative Code (NAC) 445A.6672 suggests that if a public water system is served primarily from wells, the system's total capacity should be sufficient to meet maximum day demand (MDD) plus fire flow when all wells are functioning, or average day demand (ADD) plus fire flow when the most productive well is not functioning. In each of these scenarios, the City's water supply appears to have some available capacity; however, it is unclear whether this capacity exceeds the planning area's future demand. The amount of additional raw water resources required will depend on future development demands.

2 Assumes that every well and pump in the system is operating at full capacity, over a continuous 24-hour period. While this figure represents the upper limit of what the system could theoretically deliver if all components were functioning perfectly and continuously, it is not an accurate representation of the reliable output of the wells.

Treatment Plant

The City's groundwater contains arsenic levels ranging between 20 and 40 parts per billion (ppb), which exceed the maximum contaminant level (MCL) of 10 ppb established by the Environmental Protection Agency (EPA) for national primary drinking water standards. To ensure compliance with these standards, the City's Water Treatment Plant (WTP) is designed to reduce arsenic levels in groundwater to below 2 ppb by employing a variety of advanced treatment processes. Currently, the WTP operates at an average flow rate of 4-6 MGD but can handle a maximum flow of 20 MGD. Recognizing the need for future growth and diversification of water sources, the City has identified potential upgrades to the WTP that would allow it to treat surface water in addition to groundwater. These upgrades would increase the plant's capacity to 30 MGD. Because the WTP was designed with future expansion and increased flows in mind, no further upgrades are expected to be necessary to meet the planning area's demands.

Pump Station

After treatment, water is delivered to the transmission and distribution systems via a central high-service pump station at the WTP site. The high service pump station is a triplex station with a fourth pump for redundancy, and each pump is equipped with a variable frequency drive (VFD) for precise flow control. The current firm capacity of the pump station is 21.2 MGD, though, like the WTP, it was designed with space for two additional pumps to accommodate the plant's ultimate expansion flow of 30 MGD. Since the pump station capacity currently exceeds demand and has room for further expansion with the WTP, no further upgrades are expected to be necessary to meet the planning area's demands.

Transmission Main

A majority of the City's current water service area resides south of I-80. The City uses a high-pressure transmission main to deliver adequate pressure to this area. This transmission main ranges in diameter from 30 to 42 inches and begins at the WTP, following a generally southeast alignment. Since the planning area is situated further to the south and east than the transmission mains currently reach, a new transmission main or extension would be needed to serve the area.

Water Storage

The City's distribution system consists of four water storage tanks (Sage, Ricci, Northeast, and Sage Ranch) with a total water storage capacity of just over seven million gallons[3]. The City's Water Master Plan indicates that these tanks provide adequate storage for the existing service area, in accordance with the requirements of the American Water Works Association (AWWA) M42 Chapter 5. However, NAC 445A provides more specific standards regarding water storage for public water systems in Nevada. NAC 445A.6674 requires that *"an existing public water system maintains a storage... that is sufficient to ensure that the total capacity of the public water system will meet current and anticipated demands"*. NAC 445A further qualifies these demands as operating storage, emergency reserve, and fire flow demand, where operating storage is equivalent to MDD, emergency reserve is equivalent to 75% of MDD, and fire flow is determined by the governing fire code. Using these standards, a volume of 12.37 million gallons would be required to meet current demand. This suggests that the current system's storage capacity has a 5.37-million-gallon deficit.

It is suspected that this storage deficiency is offset via "alternative pumping capacity", which is a strategy identified in the NAC for serving water demands in areas where conventional storage is not accessible by gravity[4]. The system's apparent excess in pumping capacity supports this assumption. As the service area grows, however, it is recommended that future development be supported by conventional water storage. As such, additional water storage is anticipated to be required to support the development of the South Area.

---

3 Three additional water storage tanks exist within the system; however, they were not considered in evaluating the system's ability to serve the South Area as they either store raw water or act as chlorine contact on the WTP site.

4 NAC 445A.6554, and .66755

Pressure Zones

Most of the City's water system operates within a single pressure zone that includes three of the four water storage tanks. These tanks are at similar ground elevations, which allows them to exert the same static pressure on the system. The static pressure at any point in the system depends on the elevation difference between the tank water level and the elevation of the location being served. With the tanks setting the hydraulic grade line (HGL) at 4,342 feet, the City's Water Master Plan indicates that this zone can serve areas at elevations of 4,235 feet and below. Since nearly the entire planning area lies at elevations above 4,235 feet, a new pressure zone would need to be established to serve the system. The establishment of a new pressure zone would include additional booster pump stations and water storage tanks.

Distribution

The City's distribution system is supplied by a combination of the high-service pump station and four water storage tanks. The distribution pipe network uses pipes ranging from 6 to 24 inches in diameter. As previously mentioned, the current water distribution system is located south of I-80; however, it does not extend far enough south to serve the South Area Plan. To serve the South Area, the distribution network will need to be expanded, and distribution pipelines will need to be sized in accordance with the demands of individual developments.

Existing Water System Overview

SUPPLY WELLS

Six existing groundwater wells *(Well 4, 9, 11, 13, and 14)*

WATER TREATMENT

Existing Water Treatmend Plant (WTP) designed to treat groundwater to meet EPA MCL standards

Current Capacity: 20 MGD
Expanded Capacity: 30 MGD

PUMPING

Existing High Service Pump Station is equipped with VFD's, 3 pumps, (Plus one for additional redundancy), and two additional pump connections to accommodate flows from WTP expansion.

Firm Capacity: 21.2 MGD

RAW WATER STORAGE

One existing raw water storage tank, prior to water treatment

Tank Capacity:
2.5 MGal

TREATED WATER STORAGE

One existing treated water storage tank used for chlorine contact at the WTP site.

Tank Capacity:
3 MGal

TRANSMISSION

Treated water is conveyed to distribution system via a high pressure transmission main.

TREATED WATER STORAGE

Four ecisting water storage tanks (Sage Tank, Ricci Tank, Northeast Tank, and Sage Ranch Tank)

Three of the four tanks (Sage Ricci and Northeast) are located within or conencted to Pressure Zone 1 of the water system.

Tank Capacities:
Sage: 2.4 MGal
Ricci: 1.5 MGal
Northeast: 2.5 MGal
Sage Ranch: 0.53 MGal
Total Storage Capacity: 7.03 MGal

DISTRIBUTION

Gravity distribution system conveys water from water storage tanks to service area.

DEMAND

Current Demands:
ADD: 3.88 MGD
MDD: 6.52 MGD
PHD: 10.9 MGD

Will Require Upgrades

Will Not Require Upgrades



FISCAL IMPACT ANALYSIS

South Area Plan

Fiscal Impact Analysis

Overview

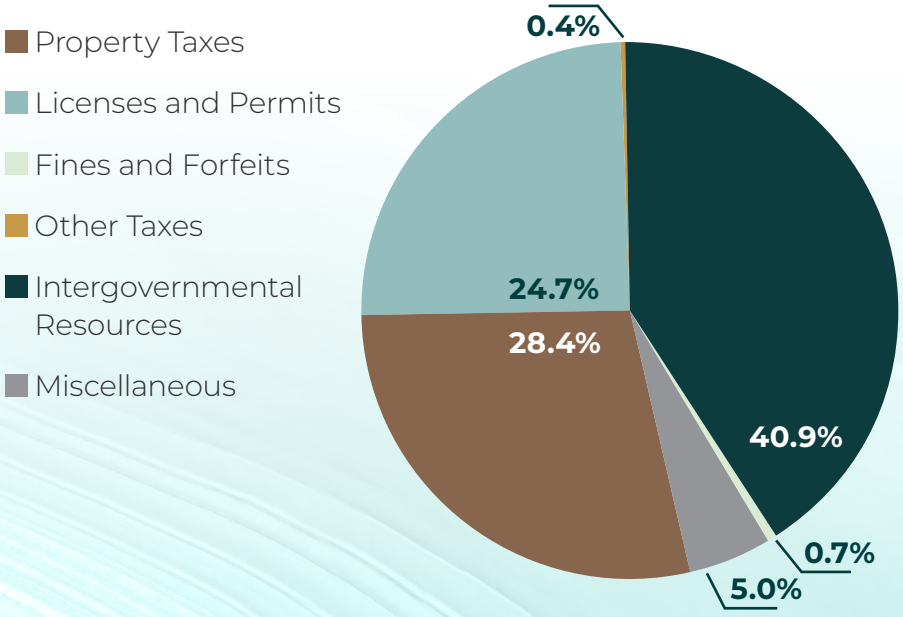
The fiscal impact analysis builds upon the FLUM by estimating the property tax revenue that could be generated under the South Area Plan at full buildout. The analysis is intended to inform long-range decision-making and help the City prioritize infrastructure, utilities, parks, and other public investments needed to support future development.

The City of Fernley is already seeing growth in its tax base, with approximately $500,000 (9.3%) in new revenue projected between fiscal years 2025 and 2026, driven by increased property values and new development. As the South Area develops over time, understanding the relative revenue potential of different land use patterns can help the City make fiscally responsible decisions and support long-term community resilience.

Existing Revenue Streams

Based on the approved 2025-2026 budget, Fernley expects $5,854,007 in property tax revenue, representing 27.5% of total annual revenue (**Figure 20**). Other major revenue sources include intergovernmental transfers, primarily Regional Transportation Commission (RTC) funding for roads, at 39.6%, and licenses and permits at 23.9%. This analysis focuses only on property tax revenue. Although licenses, permits, and infrastructure-related fees may also increase as development occurs, those amounts vary over time and were not estimated for this analysis. At full buildout, the South Area Plan would likely increase the share of City revenue generated by property taxes.

Figure 20. City of Fernley FY 2025-26 Revenue by Source



Model Methodology

The fiscal model uses five comparison properties, or comps, for each land use category to estimate potential property values and tax yield for future development in the South Area. For example, low-density residential comps were selected from existing single-family homes in Fernley on lots that generally reflect the scale and pattern anticipated under the plan.

Comps were selected by comparing current parcel characteristics, aerial imagery, and Fernley's zoning framework with the densities and use types envisioned in the planning area. The assessed value, including land and improvements, was then used to calculate estimated property tax revenue per acre for each land-use category.

Land Use Assumption Summary

Each set of comp properties was selected to reflect the expected development pattern for the corresponding future land use designation.

Rural Residential

Rural residential comps were selected from Fernley-area residential parcels, generally ranging from 5 to 20 acres. These properties reflect a large-lot development pattern intended to support a rural residential lifestyle, with emphasis on lots near the plan's typical ten-acre format.

Low-Density Residential

Low-density residential comps were drawn from single-family neighborhoods throughout Fernley to capture a range of lot sizes, home sizes, and locations. Many selected parcels are approximately one-quarter acre, which generally supports development of up to 6 dwelling units per acre.

Medium-Density Residential

Medium-density residential comps were selected from newer neighborhoods and other compact residential areas that best reflect the plan's intended medium-density range. These properties generally include smaller lots, often around one-sixth of an acre, and represent a more efficient residential development pattern than the low-density category.

Commercial

Commercial comps were selected to represent a range of neighborhood-serving retail and restaurant uses. The sample includes large-format retail, small retail storefronts, and both chain and local restaurant properties to reflect Fernley's existing commercial market.

Heavy Industrial

Heavy industrial comps reflect large-footprint industrial uses such as gravel yards, mining, and similar rural industrial properties. Because these uses are limited in Fernley, comps were drawn from Fernley, Lyon County, and Washoe County.

Results

Potential Future Property Tax Revenue

The primary output of the model is the annual property tax revenue the City could receive at full buildout of the South Area. Total acreage assumptions by land use are shown in **Table 6**. Rural residential and low-density residential account for the largest share of the plan area and therefore play a significant role in total projected revenue.

Table 6. Projected Acreage by Land Use

Land Use	Projected Acreage
Rural Residential	5,074
Medium Density Residential	696
Low Density Residential	1,764
Commercial	157
Heavy Industrial	708

Revenue per acre is a key model output that enables land-use categories to be compared consistently. Medium-density residential has the highest estimated revenue per acre at $4,354, followed by commercial at $3,017 and low-density residential at $2,848 (**Table 7**).

Expected annual revenue was calculated by multiplying each land use's revenue per acre by its planned acreage. Because low-density residential occupies a large share of the plan area, it is projected to generate the highest total annual revenue. Medium-density residential is projected to generate the second-highest total despite covering far less land, reflecting its comparatively high per-acre value.

At full buildout, the South Area is projected to generate approximately $8.2 million in annual property tax revenue. This is over 1.5 times the City's current annual property tax revenue. Low-density and medium-density residential uses together account for most of the projected total. These figures should be understood as planning-level estimates rather than precise forecasts. Because the model relies on assumptions and comparison properties, it is intended to inform policy and infrastructure decisions, not to serve as a detailed budget projection.

New growth can expand the City's tax base, but it also increases demand for infrastructure and services. The fiscal implications of development should therefore be considered alongside costs for water, sewer, public safety, roads, parks, libraries, and other public facilities needed to serve new residents, employees, and visitors. This analysis provides only a high-level estimate of potential revenue; additional revenues and expenditures associated with South Area development will need to be evaluated as projects move forward.

Table 7. Total Expected Property Tax Revenue by Land Use

Land Use	Revenue per Acre	Acres	Expected Annual Revenue
Rural Residential	$74.78	4,566.60	$341,496.07
Medium Density Residential	$4,354.44	626.40	$2,727,619.66
Low Density Residential	$2,848.35	1,587.60	$4,522,043.78
Commercial	$3,017.09	141.30	$426,314.61
Heavy Industrial	$357.71	637.20	$227,934.16
Total	**$1,090.79**	**7,559.10**	**$8,245,408.28**

Note: the acreages within the table above assumes a baseline 10% reduction for utilities and right-of-way. This variable is subject to change based on product type and future site constraints.



APPENDIX A

South Area Plan

Implementation Plan

The South Area Plan was developed in coordination among residents, stakeholders, developers, City staff, and elected officials to achieve the shared goal of expanding opportunities and improving the quality of life within the City. Input from all led to the development of the goals outlined at the beginning of this Plan, which then culminate in the implementation.

This section provides a guide to next steps – including financing options and additional actions and initiatives to achieve the highest level of success. Ultimately, this Plan is the first step in developing the area. Additional work will be required to update policies, adopt regulatory changes, and establish public/private partnerships.

Key focus areas for the implementation include:

- **Infrastructure and Utilities.** It is of the utmost importance to develop a plan for financing and building infrastructure (paving roads, canal bridge crossings, etc.) and utilities. Development will be hindered without a clear path forward. This will require a public/private partnership between the City and developers.
- **Transportation.** The development of the South Area Plan, along with the North and Southwest Area Plans, will increase road traffic. The City and NDOT must coordinate to ensure that the level of service throughout Fernley is adequate to avoid traffic congestion and safety hazards.
- **Land Bills Act.** The City will need to coordinate with BOR to acquire the Federal Government-owned parcels. Once those are acquired, the City can move forward with planning parks and open spaces and with selling land to prospective developers to implement the FLUM.

Proposed developments will be required to obtain the permit applications required by the City and be consistent with the goals and policies established in this South Area Plan Implementation Plan, the Fernley Comprehensive Master Plan, as well as the use regulations and development standards established in the Fernley Municipal Code.

Potential Funding Mechanism(s)

The Implementation Plan identifies potential funding sources for each policy program, which are detailed below. The City's goal is to facilitate the development of the South Area Plan without imposing an undue burden on developers and property owners. As such, these potential funding sources may provide the services and infrastructure required for development.

- **Special Taxing District/Metro Districts** – As outlined by the Special District Control Law, "special districts" may be established to fund various services and needs through water and sanitation districts, general improvement districts, or any quasi-municipal corporation organized under the local improvements and service district laws, for example. This mechanism may be initially funded by grants or bonds, the City, or a developer or group of developers. Future developers in the South Area would pay a tax to the District to repay the improvements funded by the District.
- **Tax Increment Financing (TIF)** – Used as a subsidy for redevelopment, infrastructure, and other community-improvement projects. TIF does not increase taxes; rather, it captures and reinvests any increases in property and/or sales tax revenue resulting from new development and other site improvements over a set period of time.
- **Impact Fees** – Fees added to the cost of construction to offset the toll of new developments on local infrastructure.
- **General Fund** – The main operating fund for a jurisdiction. The General Fund is typically discretionary to the City Council for the provision of activities, programs, and services. Major sources of revenue for the General Fund include sales taxes, property taxes, franchise fees, business license fees, unrestricted state revenues, fines and forfeitures, and interest income.
- **Local, State, Federal Grants** – Various grants are available to jurisdictions for differing purposes.

Implementation Matrix

The Implementation Matrix translates the South Area Plan into a structured, action-oriented framework that guides how and when key initiatives will be carried out. Organized by priority, timeframe, and responsible parties, the matrix identifies the specific steps needed to advance infrastructure improvements, policy updates, and coordination efforts outlined throughout this Plan. It is intended to serve as a practical tool for decision-makers, helping the City sequence actions, allocate resources, and track progress over time. As conditions evolve, the matrix can be updated to reflect changing priorities, funding opportunities, and development activity, ensuring continued alignment with the Plan's vision and goals.

Table 8. Implementation Matrix

Implementation Project/ Initiative	Anticipated Outcome	City Department/ Agency	Potential Funding Mechanism	Time-frame
High Priority (1-3 Year Implementation Horizon)				
Surface Water Study	Complete the ongoing surface water study.	Public Works	General Fund	Within 1 year
Infrastructure Plan	Complete the ongoing infrastructure plan.	Private Developers; Public Works; Planning	Public-Private Investments; Grants; General Fund	Within 1 year
Capital Improvement Plan Update	Complete the ongoing Capital Improvement Plan (CIP) to include the South Area Plan.	Planning; Public Works	General Fund	Within 1 year
Zoning Code Update	Adopt a zoning code update for the South Area.	Planning	General Fund	Within 1 year
City Master Plan Update	Complete the ongoing update to the Fernley Master Plan.	Planning	General Fund	Within 2 years
Cemetery Master Plan	Complete the ongoing Cemetery Master Plan	Planning	General Fund	Within 2 years

Implementation Project/ Initiative	Anticipated Outcome	City Department/ Agency	Potential Funding Mechanism	Time-frame
NDOT Transportation Coordination	Coordinate with the Nevada Department of Transportation (NDOT) to study traffic and circulation to provide adequate infrastructure that meets capacity needs. This includes infrastructure such as the US-50 connection and access to and from US-95.	NDOT; Public Works; Planning	General Fund	Within 2 years
Stormwater Runoff Study	Adopt a Stormwater Runoff Study.	Planning; Public Works	General Fund	Within 2 years
City Staffing Study	Conduct a study of staffing needs resulting from the three Area Plans (North, Southwest, and South) to ensure the City is adequately prepared to receive development applications.	City Manager's Office; Planning; Public Works	General Fund	Within 2 years
Multi-Jurisdictional Hazard Mitigation Plan Update	Adopt a Hazard Mitigation Plan Update to include the three Area Plans (North, Southwest, and South).	Planning; Public Works	General Fund; Grants	Within 2 years (must be updated every 5 years per FEMA requirements)

Implementation Project/ Initiative	Anticipated Outcome	City Department/ Agency	Potential Funding Mechanism	Time-frame
BLM and BOR Land Bills Act Coordination	Coordinate with the Bureau of Land Management (BLM) and the Bureau of Reclamation regarding the Land Bills Act and the City's purchase of land owned by both agencies. The City must first acquire the parcels and then coordinate with interested parties in selling them for development as intended in this Area Plan.	BLM; BOR; Planning	General Fund	Begin coordination within 2 years
Canal and Bridge Crossings Coordination	Coordinate with the Bureau of Reclamation (BOR) and Truckee-Carson Irrigation District (TCID) to move the eastern-most bridge crossing and work towards improving other existing crossings.	BOR; Planning; Public Works	General Fund	Within 3 years
Transportation Master Plan Update	Amend the Transportation Master Plan to include the Southwest Area.	Planning; Public Works	General Fund	Within 3 years
Parks, Recreation, and Open Space Plan	Adopt a city-wide Parks, Recreation, and Open Space Plan (PROS).	Planning; Public Works	General Fund	Within 3 years

Implementation Project/ Initiative	Anticipated Outcome	City Department/ Agency	Potential Funding Mechanism	Time-frame
Moderate Priority (4–7-year implementation horizon)				
Safe Routes to School Plan	Complete the ongoing update to the Safe Routes to School Plan to include the South Area.	Planning; Public Works	General Fund; Grants	Within 4 years
Water Infrastructure Upgrades	Upon completion of the Infrastructure Plan, begin coordinating and planning water infrastructure upgrades as needed.	Planning; Public Works	Public-Private Investments; Grants	Within 4 years
North Lyon Fire Protection District Response Time	Coordinate with the North Lyon Fire Protection District to address response time and access in the South Area Plan.	Planning; Public Works; North Lyon Fire Protection District	General Fund	Within 5 years
Housing for Naval Air Station Fallon	Coordinate with Naval Air Station (NAS) Fallon regarding the development of housing for service members and families on the eastern side of the South Area.	Planning; Public Works; NAS	Federal Funding	Within 6 years
Water Conservation Plan Update	Amend the Water Conservation Plan to include and account for new developments in the South Area.	Planning; Public Works	General Fund; Grants	Within 6 years

Implementation Project/ Initiative	Anticipated Outcome	City Department/ Agency	Potential Funding Mechanism	Time-frame
Low Priority (8+-year implementation horizon)				
Active Transportation Plan	Adopt a city-wide Active Transportation Plan (ATP) that includes the South Area.	Planning; Public Works	General Fund	Within 9 years
New School Site	Coordinate with the Lyon County School District regarding the development of a new school on the school-site identified in the FLUM.	Planning; Public Works	General Fund	Within 10 years
Canal Crossings	Create new canal bridge crossings to address needs; this may include a pedestrian bridge for high school access from the neighborhoods north of the canal, or moving the eastern-most bridge in accordance with the South Area Plan FLUM.	Planning; Public Works	General Fund	Within 10 years
Canal Walking Path	Coordinate with BOR to identify opportunities to create a walking path along the canal.	Planning; Public Works	General Fund	Within 10 years



APPENDIX A

South Area Plan

Appendix A: Fiscal Impact Analysis



APPENDIX B

South Area Plan

Appendix B: Market Conditions