



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, September 16, 2026 • 5:00 PM

Mayor
Neal E. McIntyre

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

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

Zoom information:

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

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

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

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

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

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

1. INTRODUCTORY ITEMS

- 1.1. Pledge of Allegiance**
- 1.2. Roll Call**
- 1.3. Public Forum**
- 1.4. (For Possible Action) Approval of Agenda**

2. CONSENT AGENDA

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

- 2.1. (Possible Action) Approval of Voucher Report**
- 2.2. (Possible Action) Approval of Minutes**
- 2.3. (Possible Approval) Approval of Business Licenses**
- 2.4. For Possible Action to approve a contract with Shaw Engineering for on-call engineering services.**
- 2.5. For Possible Action to approve San Joaquin Electric, Inc.'s proposal in the amount of \$117,115 for maintenance electrical improvements associated with the Fernley Public Utility Wastewater Treatment Plant Ponds 4A & 4B Relining Project.**
- 2.6. (For Possible Action) Consideration and possible action to approve a contract with Lumos & Associates in an amount not to exceed \$169,330 for the design of the Mayor's Pond Park.**
- 2.7. For Possible Action to ratify emergency electrical repair and upgrade work performed by San Joaquin Electric, Inc. at the Fernley Water Tank in response to exposed electrical cables and deteriorated electrical boxes identified by Utilities staff as an emergency health and safety concern due to the potential for public contact. The total cost is \$46,348.**
- 2.8. For Possible Action to ratify an agreement with Oasis Air Conditioning & Heating to furnish and install three (3) new rooftop cooling units (RTU) at City Hall in the amount of \$47,056.36.**
- 2.9. Discussion and possible action to approve a contract with A&K Earth Movers to complete utility service connections for the two (2) newly installed modular office buildings in the amount of \$82,475.00.**
- 2.10. For Possible Action to approve change orders 1-4, a contract amendment with A & K Earth Movers, Inc. for the Mesa Drive Water Main Extension Project in the amount not to exceed \$50,566.02.**
- 2.11. For Possible Action to approve a contract for on call inspection services and engineering support services with NCE.**
- 2.12. For Possible Approval of Addendum No. 1 to the Professional Services Contract with CDM Smith, Inc. for the Fernley Water Treatment Plant Expansion & Improvements for Surface Water Treatment Project.**
- 2.13. Possible Action to appoint a new member to the Fernley Senior Citizen Advisory Committee.**

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 Wood Rodgers to review the draft Corridor Action Plan.

6. PUBLIC HEARINGS

6.1. (For Possible Action) Discussion and possible action to approve Bill #383 (CA26003), an Ordinance to amend the Fernley Development Code to add a definition for short-term rentals to Section 32.02.030, to add short-term rental use standards to Section 32.07.382, and to add a short-term rental use to Section 32.06.150.

7. ORDINANCES

7.1. (For Possible Action) Introduction and first reading regarding CA25012 and Bill #377, a request from the Planning Department to amend the adjacency development standards contained in Title 32, Chapter 9, Section 30.

8. PUBLIC FORUM

9. ADJOURNMENT

Next Meeting: October 7th 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
ANIMAL CARE CENTER									
245	ANIMAL CARE CENTER	9801	Mikey 6/17/2026	09/01/2026	136.99	09/04/2026	100-525-322	Prof Serv-Other	926
Total 245:					136.99				
ANIMAL DISEASE & FOOD SAFETY LAB									
6942	ANIMAL DISEASE & FOOD SAFETY LAB	260617001	Rabies testing Theodore, 61198128/C09580988	09/03/2026	45.00	09/04/2026	100-525-322	Prof Serv-Other	926
Total 6942:					45.00				
ANTHEM BLUE CROSS AND BLUE SHIELD									
7125	ANTHEM BLUE CROSS AND BLUE SHIELD	001008445E	HEALTH INSURANCE	09/01/2026	125,662.85	08/28/2026	100-217000	HEALTH INSURANCE PAYABLE	926
Total 7125:					125,662.85				
ARC GENERATOR SERVICE, LLC									
8984	ARC GENERATOR SERVICE, LLC	3273	Well 11 generator troubleshooting and repair	09/03/2026	516.00		510-810-430	Outside Serv-Repair & Maint	926
Total 8984:					516.00				
AT&T									
13	AT&T	81650 AUG 26	775-835-8598 165 0	08/26/2026	4,090.11	09/17/2026	100-417-530	Communications	826
13	AT&T	98670 AUG 26	775-786-2229 867 0	08/20/2026	1,356.47	09/11/2026	100-417-530	Communications	826
Total 13:					5,446.58				
BIG R OF FERNLEY									
20	BIG R OF FERNLEY	24917/5	Buckets, lid, utility blades and Hillman fasteners	08/25/2026	51.06	09/04/2026	100-417-600	General Supplies	826
20	BIG R OF FERNLEY	24921/5	Gloves	08/25/2026	17.98	09/04/2026	100-417-616	Safety Supplies	826
20	BIG R OF FERNLEY	24925/5	Carriage bolts, Niagara water (16.9oz, 24pk), roller cover (2pk	08/26/2026	17.54	09/04/2026	100-575-600	General Supplies	826
20	BIG R OF FERNLEY	24933/5	Annual boot allowance – 11W mens Barracuda 6"" steel toe w	08/27/2026	144.95	09/04/2026	510-810-616	Safety Supplies	826
20	BIG R OF FERNLEY	24934/5	Fence tension bands, aluminum ties, and tension bars	08/27/2026	65.85	09/04/2026	100-575-600	General Supplies	826
20	BIG R OF FERNLEY	24951/5	PVC caps (3/4"" FIPT threaded)	08/31/2026	7.96	09/04/2026	100-575-600	General Supplies	826
20	BIG R OF FERNLEY	24952/5	PVC unions and 2"" male MIPTxSOC adaptor	08/31/2026	63.97	09/04/2026	100-575-600	General Supplies	826
20	BIG R OF FERNLEY	24954/5	Spray bottles and PVC fittings (caps and 2"" unions)	09/01/2026	41.86	09/04/2026	100-575-600	General Supplies	926
20	BIG R OF FERNLEY	24959/5	Two LHSP shovels, one 24"" multi-surface push broom, and o	09/01/2026	80.96	09/04/2026	100-475-600	General Supplies	926
20	BIG R OF FERNLEY	24961/5	Autocut (C25-2/26-2) head	09/01/2026	39.99	09/04/2026	100-575-600	General Supplies	926
20	BIG R OF FERNLEY	24968/5	Paint supplies (Handy Liner and 2""/2-1/2"" angle brushes)	09/03/2026	14.87	09/04/2026	100-417-600	General Supplies	926

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
20	BIG R OF FERNLEY	24979/5	Hardware – HWH SDS w/NEO (12-14x3/4)(1#)	09/04/2026	14.99		510-810-600 General Supplies	926
20	BIG R OF FERNLEY	24980/5	HKS 40:1 fuel in a can and WD40 Specialist Dry Lube	09/04/2026	17.98		100-417-600 General Supplies	926
20	BIG R OF FERNLEY	24995/5	RV antifreeze (RV AF ETH BLND NO GLYC -50 1 GA) and br	09/08/2026	57.90		100-528-600 General Supplies	926
20	BIG R OF FERNLEY	25004/5	Compression couplers, try & mitre square, Energizer C batteri	09/09/2026	32.91		100-417-600 General Supplies	926
20	BIG R OF FERNLEY	25007/5	Aluminum fence ties (8.25""	09/09/2026	62.37		100-575-600 General Supplies	926
20	BIG R OF FERNLEY	25008/5	Brass adapters (1/4FIP x 3/8BARB)	09/09/2026	9.98		100-528-600 General Supplies	926
Total 20:					743.12			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	72826-2	Spay/neuter voucher forms	08/25/2026	579.10		100-525-550 Printing and Postage	826
6970	BOB'S PRINTING AND SIGNAGE	81426-1	Bus Cards PIO	08/25/2026	65.00	09/04/2026	100-410-600 General Supplies	826
6970	BOB'S PRINTING AND SIGNAGE	81426-1	6X6 Name Plate -Anderson/Rosetti Engineering 2x10 Wood	08/25/2026	74.80	09/04/2026	100-529-600 General Supplies	826
6970	BOB'S PRINTING AND SIGNAGE	81426-1	6X6 Name plate PIO	08/25/2026	27.40	09/04/2026	100-410-600 General Supplies	826
6970	BOB'S PRINTING AND SIGNAGE	81926-1	6"" x 30"" aluminum composite sign for the lobby: ""Water Rig	08/27/2026	40.00	09/04/2026	510-850-601 Office Supplies	826
6970	BOB'S PRINTING AND SIGNAGE	82526-1	2"" x 10"" plastic engraved woodgrain nameplates: Treston Ro	09/03/2026	40.00	09/04/2026	100-610-550 Printing and Postage	926
6970	BOB'S PRINTING AND SIGNAGE	82826-1	Nameplates- CDO	09/03/2026	19.10		100-529-600 General Supplies	926
6970	BOB'S PRINTING AND SIGNAGE	82826-1	Nameplates- CDO	09/03/2026	13.00		100-605-550 Printing and Postage	926
6970	BOB'S PRINTING AND SIGNAGE	82826-1	Nameplates-Senior Planner	09/03/2026	27.40		100-610-550 Printing and Postage	926
6970	BOB'S PRINTING AND SIGNAGE	82826-1	Nameplates- CDO	09/03/2026	15.30		100-610-550 Printing and Postage	926
Total 6970:					901.10			
BUREAU OF LAND MANAGEMENT								
363	BUREAU OF LAND MANAGEMENT	NVNV106718846	Additional Funding Request – Phase II Lands Conveyance	08/03/2026	15,000.00	09/04/2026	100-610-322 Prof Serv-Other	826
Total 363:					15,000.00			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	AK62U8N	C2G 5M USB 2.0 AM TO AF ACTIVE EXT cable for Utilities Di	08/20/2026	9.32	09/04/2026	520-850-600 General Supplies	826
27	CDW GOVERNMENT INC.	AK62U8N	C2G 5M USB 2.0 AM TO AF ACTIVE EXT cable for Utilities Di	08/20/2026	9.32	09/04/2026	510-850-600 General Supplies	826
27	CDW GOVERNMENT INC.	AK7581S	BROTHER MFC-L3780CDW CLR LASER PRINT - Planning	08/28/2026	548.61	09/04/2026	100-610-605 Minor Equipment	826
Total 27:					567.25			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	156824401082126	24401 8/28-9/27/26 355 Cottonwood	08/21/2026	129.98	09/04/2026	100-417-530 Communications	826
Total 4479:					129.98			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	8/2026	SEWER-CREDIT CARD PROCESSING FEES 6181757	08/31/2026	4,194.74	09/10/2026	520-810-609 Credit Card Fees	826
8637	CHASE PAYMENTECH MERCHANT SERVICES	8/2026	FINANCE-CREDIT CARD PROCESSING FEES 6291058	08/31/2026	87.24	09/10/2026	100-415-609 Credit Card Fees	826
8637	CHASE PAYMENTECH MERCHANT SERVICES	8/2026	FINANCE-CREDIT CARD PROCESSING FEES 6291057	08/31/2026	949.53	09/10/2026	100-415-609 Credit Card Fees	826

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8637	CHASE PAYMENTECH MERCHANT SERVICES	8/2026	WATER-CREDIT CARD PROCESSING FEES 6181757	08/31/2026	4,194.74	09/10/2026	510-810-609 Credit Card Fees	826
Total 8637:					9,426.25			
COLONIAL INSURANCE								
3520	COLONIAL INSURANCE	31039340901074	E3103934 SUPPLEMENTAL INSURANC	09/01/2026	55.16	08/28/2026	100-218000 COLONIAL INSURANCE PAYABL	926
Total 3520:					55.16			
CSG FORTE PAYMENTS, INC								
8996	CSG FORTE PAYMENTS, INC	0016279916	FORTE CC MONTHLY STMT AND PROCESS FEES	08/31/2026	9.86	09/10/2026	100-575-420 Outside Services	826
8996	CSG FORTE PAYMENTS, INC	0016279916	FORTE CC MONTHLY STMT AND PROCESS FEES	08/31/2026	9.86	09/10/2026	100-417-420 Outside Services	826
8996	CSG FORTE PAYMENTS, INC	0016279917	FORTE CC MONTHLY STMT AND PROCESS FEES	08/31/2026	4.50	09/10/2026	100-575-420 Outside Services	826
8996	CSG FORTE PAYMENTS, INC	0016279917	FORTE CC MONTHLY STMT AND PROCESS FEES	08/31/2026	4.50	09/10/2026	100-417-420 Outside Services	826
Total 8996:					28.72			
CUSTOM TRUCK ONE SOURCE CALIFORNIA LLC								
9162	CUSTOM TRUCK ONE SOURCE CALIFORNIA LLC	1000478488	2025 Peterbuilt 567 Dump Truck V0256-Streets	08/25/2026	223,141.00		100-475-742 Vehicles	826
9162	CUSTOM TRUCK ONE SOURCE CALIFORNIA LLC	1000478489	2025 Peterbuilt 567 Dump Truck V0257-WD	08/25/2026	223,141.00		510-165100 Maintenance Equipment	826
Total 9162:					446,282.00			
DOWL, LLC								
8931	DOWL, LLC	7363.30583.01-32	Planning Department Support Services	09/04/2026	5,361.00	09/04/2026	100-610-320 Prof Serv-Engineering	926
8931	DOWL, LLC	7363.30583.01-33	DOWL Engineering Services	09/04/2026	657.00	09/04/2026	100-610-320 Prof Serv-Engineering	926
8931	DOWL, LLC	7382.30332.02-12	FPM260002 - FDR Storage and MHP	09/04/2026	2,200.00		100-228311 Engineering Reimb. (Maps)	926
Total 8931:					8,218.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	82426	REIMB FOR PLANNING DIRECTOR JOB POSTING ON NAT	08/24/2026	444.95	08/28/2026	100-610-540 Advertising	826
8639	EMPLOYEES, CITY OF FERNLEY	82426	REIMB FOR TRAVEL EXPENSES TO NV STATE PLANNING	08/24/2026	1,460.13	08/28/2026	100-610-582 Travel	826
8639	EMPLOYEES, CITY OF FERNLEY	82626	REIMB FOR CSO 1 CERTIFICATION RENEWAL, J. HAUMA	08/26/2026	130.00	08/28/2026	520-810-642 Licenses and Permits	826
8639	EMPLOYEES, CITY OF FERNLEY	83126	REIMB FOR ANNUAL BOOTS- T. HARRIS FY 26-27	08/31/2026	250.00	09/04/2026	510-810-616 Safety Supplies	826
8639	EMPLOYEES, CITY OF FERNLEY	90426	PER DIEM T. LIVINGSTON SILVER STATE GRANTS & PRO	09/04/2026	455.27		100-415-582 Travel	926
Total 8639:					2,740.35			
FERNLEY CHAMBER OF COMMERCE								
513	FERNLEY CHAMBER OF COMMERCE	7796	Ambassador Breakfast - Jessica Murdock 8/25/26	08/25/2026	5.00	09/04/2026	100-416-582 Travel	826
513	FERNLEY CHAMBER OF COMMERCE	7796	Ambassador Breakfast -PIO	08/25/2026	5.00	09/04/2026	100-410-582 Travel	826
513	FERNLEY CHAMBER OF COMMERCE	7798	Rambo /Murdock Chambers Luncheon	08/27/2026	16.67	09/04/2026	100-605-582 Travel	826
513	FERNLEY CHAMBER OF COMMERCE	7798	Rambo /Murdock Chambers Luncheon	08/27/2026	16.67	09/04/2026	100-610-582 Travel	826

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
513	FERNLEY CHAMBER OF COMMERCE	7798	Rambo /Murdock Chambers Luncheon	08/27/2026	16.66	09/04/2026	100-529-580 Training	826
Total 513:					60.00			
GOPHER CONSTRUCTION INC								
202	GOPHER CONSTRUCTION INC	39238	Black Mountain Type II Base - Streets	08/21/2026	311.52	09/04/2026	100-475-600 General Supplies	826
Total 202:					311.52			
GRAINGER								
252	GRAINGER	9055612197	Water nozzle, hand sanitizer, bleeding control kit, bolt cutter, t	08/24/2026	485.32	09/04/2026	100-525-616 Safety Supplies	826
252	GRAINGER	9059031428	janitorial and labeling supplies	08/26/2026	335.33	09/04/2026	510-840-614 Shop Supplies	826
252	GRAINGER	9060619518	Combustible liquid placard, 1993, PK25	08/28/2026	25.96	09/04/2026	510-840-614 Shop Supplies	826
252	GRAINGER	9069040476	Fountain filters	09/03/2026	337.40		100-417-612 Building Maint Supplies	926
Total 252:					1,184.01			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	83632	9PCS STAR BIT SOCKET SET & 10PCS HEX BIT SOCKET	09/02/2026	356.38		100-480-600 General Supplies	926
Total 8987:					356.38			
HACH COMPANY								
406	HACH COMPANY	15158206	lab supplies	09/03/2026	154.60		510-840-614 Shop Supplies	926
Total 406:					154.60			
HAMBLETON-ARMSTRONG, CATHERINE C								
9172	HAMBLETON-ARMSTRONG, CATHERINE C	110878	First aid and safety supplies - Parks	08/27/2026	749.09	09/04/2026	100-575-420 Outside Services	826
Total 9172:					749.09			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111987	Misc. Service Labor	08/24/2026	145.00	09/04/2026	100-615-420 Outside Services	826
70	HANNEMAN SERVICE	14940	2009 Cadillac CTS-V SLOCADV 650 Canary Circle	08/24/2026	55.00	09/04/2026	100-615-420 Outside Services	826
Total 70:					200.00			
HSA BANK								
9164	HSA BANK	SEP 2026-1	HSA EMPLOYER CONTRIBUTIONS	09/04/2026	1,000.00	09/04/2026	100-218300 HSA Contribution Payable	926
9164	HSA BANK	SEP 2026-1	HSA EMPLOYEE CONTRIBUTIONS	09/04/2026	130.76	09/04/2026	100-218300 HSA Contribution Payable	926
9164	HSA BANK	W730149	HSA SERVICE FEES	09/04/2026	2.50	09/28/2026	510-840-420 Outside Services	926
9164	HSA BANK	W730149	HSA SERVICE FEES	09/04/2026	2.50	09/28/2026	100-415-322 Prof Serv-Other	926
9164	HSA BANK	W730149	HSA SERVICE FEES	09/04/2026	2.50	09/28/2026	100-414-420 Outside Services	926

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
9164	HSA BANK	W730149	HSA SERVICE FEES	09/04/2026	2.50	09/28/2026	100-610-322 Prof Serv-Other	926
Total 9164:					1,140.76			
HUNTLEY MOTOR WORLD								
8902	HUNTLEY MOTOR WORLD	N000602	2 7x16 Carry-On cargo trailers doc/title fees	08/22/2026	16,346.50	08/28/2026	100-480-741 Machinery	826
Total 8902:					16,346.50			
IBEW Local 1245								
83	IBEW Local 1245	SEP 2026-1	UNION DUES, ONE HALF OF MONTH	09/04/2026	1,926.08	09/04/2026	100-219900 OTHER PAYROLL PAYABLES	926
Total 83:					1,926.08			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	SEP 2026-1	MED TAX PAYABLE, PAYROLL	09/04/2026	9,126.18	09/04/2026	100-211000 FICA PAYABLE	926
7879	INTERNAL REVENUE SERVICE	SEP 2026-1	FICA TAX PAYABLE, PAYROLL	09/04/2026	149.20	09/04/2026	100-211000 FICA PAYABLE	926
7879	INTERNAL REVENUE SERVICE	SEP 2026-1	W/HOLD TAX PAYABLE, PAYROLL	09/04/2026	33,738.07	09/04/2026	100-212000 FEDERAL WITHHOLDING PAYAB	926
Total 7879:					43,013.45			
INTERNATIONAL CODE COUNCIL								
617	INTERNATIONAL CODE COUNCIL	1002342422	24 Permit Tech Study Companion	09/02/2026	75.50		100-605-640 Books and Periodicals	926
Total 617:					75.50			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	911530-IN	OIL FOR FLEET	08/31/2026	302.51	09/04/2026	100-480-610 Automotive Supplies	826
4329	INTERSTATE OIL COMPANY	TW84699-IN	BULK GASOLINE	08/19/2026	1,551.04	09/04/2026	100-475-626 Gasoline	826
Total 4329:					1,853.55			
JAK NEVADA LLC								
9133	JAK NEVADA LLC	6- AUG 26	1 truck wash- streets	08/31/2026	12.75		100-475-420 Outside Services	826
9133	JAK NEVADA LLC	6- AUG 26	2 truck washes-Wastewater	08/31/2026	32.75		520-810-420 Outside Services	826
9133	JAK NEVADA LLC	6-Aug-26	1 truck wash- Vector	08/31/2026	17.00		100-528-322 Prof Serv-Other	826
Total 9133:					62.50			
JOHN ALLEN WOODS								
8994	JOHN ALLEN WOODS	278071	Padlocks and labor keying to #3 key for Dalton	09/03/2026	629.64		100-475-600 General Supplies	926
8994	JOHN ALLEN WOODS	278072	Trip charge and labor to repair panic bar on employee entranc	09/04/2026	126.00		100-417-430 Outside Serv-Repair & Maint	926

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 8994:					755.64				
JUST IN TIME HEATING & AIR CONDITIONING									
9078	JUST IN TIME HEATING & AIR CONDITIONING	36079868	Well 9 heating and cooling unit – install 12,000 BTU mini split	08/17/2026	8,000.00	09/04/2026	510-810-430	Outside Serv-Repair & Maint	826
Total 9078:					8,000.00				
KIMLEY-HORN AND ASSOCIATES, INC.									
8715	KIMLEY-HORN AND ASSOCIATES, INC.	192100009-0826	South Area Plan - August 2026	08/31/2026	14,340.82		100-610-322	Prof Serv-Other	826
8715	KIMLEY-HORN AND ASSOCIATES, INC.	36938550	COF CIP/Impact Fee Study	08/31/2026	18,600.00		100-610-322	Prof Serv-Other	826
8715	KIMLEY-HORN AND ASSOCIATES, INC.	36938551	COF Infrastructure Plan	08/31/2026	23,800.00		100-610-322	Prof Serv-Other	826
Total 8715:					56,740.82				
KOLVET, BRENT									
8611	KOLVET, BRENT	82426	KOLVET COVERAGE-CONFLICT PARALE CASE	08/24/2026	198.00	08/28/2026	100-425-335	Prof Serv-Senior Judge	826
Total 8611:					198.00				
LICKETY SPLIT EXPRESS WASH, LLC									
9051	LICKETY SPLIT EXPRESS WASH, LLC	#1 PW AUG 26	1 truck wash	08/31/2026	11.00		100-417-420	Outside Services	826
9051	LICKETY SPLIT EXPRESS WASH, LLC	#10 BLD AUG 26	3 car washes	08/31/2026	33.00		100-605-420	Outside Services	826
9051	LICKETY SPLIT EXPRESS WASH, LLC	#14 ENG AUG 26	3 car washes	08/31/2026	33.00		100-529-420	Outside Services	826
9051	LICKETY SPLIT EXPRESS WASH, LLC	#8 WW AUG 26	1 truck wash	08/31/2026	11.00		520-810-420	Outside Services	826
9051	LICKETY SPLIT EXPRESS WASH, LLC	#9 WTP AUG 26	1 truck wash	08/31/2026	11.00		510-840-420	Outside Services	826
Total 9051:					99.00				
LOWES CREDIT SERVICES									
7650	LOWES CREDIT SERVICES	13317	Wastewater – saw blades and galvanized pipe fittings	11/26/2018	61.46		520-810-614	Shop Supplies	926
7650	LOWES CREDIT SERVICES	18508	Paint and cabinet supplies – Mayor’s Office	08/18/2026	57.58		100-417-600	General Supplies	826
7650	LOWES CREDIT SERVICES	39644	Waste water – Korky fill valve and flap	09/01/2026	16.61		520-810-600	General Supplies	926
7650	LOWES CREDIT SERVICES	42786	Grounding terminal for Well 9	08/20/2026	8.34		510-810-600	General Supplies	826
7650	LOWES CREDIT SERVICES	57477	Waste water – drill bit and fire extinguisher decals	08/26/2026	21.75		520-810-614	Shop Supplies	826
7650	LOWES CREDIT SERVICES	75482	Electrical supplies for AMT sewer tank	08/18/2026	18.75		520-850-600	General Supplies	826
7650	LOWES CREDIT SERVICES	98754	Mayor cabinet supplies	08/26/2026	64.89		100-417-600	General Supplies	826
7650	LOWES CREDIT SERVICES	98936	Electrical conduit fittings, hardware – well/service supplies	08/20/2026	180.29		510-810-614	Shop Supplies	826
Total 7650:					429.67				
LUMOS & ASSOCIATES INC									
370	LUMOS & ASSOCIATES INC	132470	Fernley EWWTP Pond 4A and 4B Relining CM	09/01/2026	11,146.00	09/04/2026	520-166100	Construction In Progress	926
370	LUMOS & ASSOCIATES INC	132607	Industrial Park Reconstruction (Design)	09/03/2026	2,170.00	09/04/2026	100-475-745	RTC Reimbursable	926

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 370:					13,316.00			
LYON COUNTY								
1126	LYON COUNTY	SEPT 2026	PUBLIC DEFENDER - SEP 2026	09/01/2026	10,000.00	08/28/2026	100-412-322 Prof Serv-Other	926
Total 1126:					10,000.00			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	TLT Aug 26	Transient Lodging Tax	08/31/2026	4,412.06	09/04/2026	225-227010 TLT Payable to County	826
Total 106:					4,412.06			
LYON COUNTY RECORDER								
108	LYON COUNTY RECORDER	2054124	LIEN REL- 391 B BENS WAY 02054124	08/27/2026	43.00	08/28/2026	510-810-322 Prof Serv-Other	826
108	LYON COUNTY RECORDER	2086407	LIEN REL- 1611 MEADOWS AVE 02086407	09/02/2026	43.00	09/04/2026	510-810-322 Prof Serv-Other	926
Total 108:					86.00			
MACLEOD WATTS, INC.								
8678	MACLEOD WATTS, INC.	82826Fernl	GASB 75 actuarial report FYE 06/30/2026	08/28/2026	3,275.00	09/04/2026	100-415-322 Prof Serv-Other	826
Total 8678:					3,275.00			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	I33615	Portable Restroom Maintenance	09/01/2026	160.00	09/04/2026	100-575-430 Outside Serv-Repair & Maint	926
8509	MARSHALL'S SEPTIC CARE	I33616	Portable Restroom Maintenance	09/01/2026	160.00	09/04/2026	100-575-430 Outside Serv-Repair & Maint	926
8509	MARSHALL'S SEPTIC CARE	I33617	Portable Restroom Maintenance	09/01/2026	800.00	09/04/2026	100-575-430 Outside Serv-Repair & Maint	926
8509	MARSHALL'S SEPTIC CARE	I33618	Portable Restroom Maintenance	09/01/2026	320.00	09/04/2026	100-575-430 Outside Serv-Repair & Maint	926
8509	MARSHALL'S SEPTIC CARE	I33619	Portable Restroom Maintenance	09/01/2026	320.00	09/04/2026	100-575-430 Outside Serv-Repair & Maint	926
8509	MARSHALL'S SEPTIC CARE	I33620	Portable Restroom Maintenance	09/01/2026	160.00	09/04/2026	100-575-430 Outside Serv-Repair & Maint	926
8509	MARSHALL'S SEPTIC CARE	I33625	Portable Restroom Maintenance	09/01/2026	160.00	09/04/2026	100-575-430 Outside Serv-Repair & Maint	926
Total 8509:					2,080.00			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	SEPT 2026	MUNICIPAL COURT JUDGE	09/30/2026	7,916.67		100-425-322 Prof Serv-Other	926
Total 8042:					7,916.67			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	SEPT 2026	5952725 GROUP LIFE/ADD LTD/STD INSURANCE	09/01/2026	4,581.62	08/28/2026	100-217300 Life/ADD LTD/STD Anthem Payabl	926
5387	METLIFE SMALL BUSINESS CENTER	SEPT 2026	5952725 GROUP DENTAL INSURANCE	09/01/2026	8,057.79	08/28/2026	100-217100 Dental Insurance Payable MetL	926
5387	METLIFE SMALL BUSINESS CENTER	SEPT 2026	5952725 GROUP VISION INSURANCE	09/01/2026	1,203.22	08/28/2026	100-217200 Vision Insurance Payable MetL	926

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 5387:					13,842.63			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	82726	Tentative Subdivision Map Application Withdrawn 8/10/26	08/27/2026	11,000.00	09/04/2026	100-320-210 Planning and Zoning Fees	826
1111	MISCELLANEOUS ONE TIME VENDOR	BL21-6244	OVERPAYMENT ON BUSINESS LICENSE RENEWAL ACCT	09/01/2026	340.00	09/04/2026	100-320-100 Business License Fees	926
Total 1111:					11,340.00			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	71710001	fall protection harnesses and lanyards for wastewater confine	08/19/2026	2,957.85	09/04/2026	520-810-616 Safety Supplies	826
115	MSC INDUSTRIAL SUPPLY CO	76280481	heavy-duty storage cabinet for confined space supply storage	08/21/2026	1,399.33		510-840-614 Shop Supplies	826
Total 115:					4,357.18			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	454350	CRC electronic cleaner	08/17/2026	78.95	09/04/2026	510-810-600 General Supplies	826
58	NAPA AUTO & TRUCK PARTS	454859	Fleet – tire valve and blow gun	08/26/2026	87.98	09/04/2026	100-480-610 Automotive Supplies	826
58	NAPA AUTO & TRUCK PARTS	455165	Parts for fleet – battery cable and clamps	09/01/2026	132.24	09/04/2026	100-480-610 Automotive Supplies	926
58	NAPA AUTO & TRUCK PARTS	455211	Waste Water – fuel filter and disposable gloves	09/01/2026	123.48	09/04/2026	520-810-614 Shop Supplies	926
58	NAPA AUTO & TRUCK PARTS	455271	Fleet – SPC caster/camber sleeves	09/02/2026	116.36	09/04/2026	100-480-610 Automotive Supplies	926
58	NAPA AUTO & TRUCK PARTS	455309	Fleet – steering and suspension parts for AC truck (drag link, t	09/03/2026	495.74	09/04/2026	100-480-610 Automotive Supplies	926
58	NAPA AUTO & TRUCK PARTS	455390	Fleet – Dupli-Color bed liner coating	09/04/2026	43.99		100-480-610 Automotive Supplies	926
58	NAPA AUTO & TRUCK PARTS	455392	Fleet – steering and suspension parts for AC truck	09/04/2026	569.62		100-480-610 Automotive Supplies	926
58	NAPA AUTO & TRUCK PARTS	455524	Fleet – tire patch chemicals	09/08/2026	30.52		100-480-610 Automotive Supplies	926
58	NAPA AUTO & TRUCK PARTS	455553	Fleet – aerosol touch up and self etching primer	09/08/2026	35.47		100-480-610 Automotive Supplies	926
58	NAPA AUTO & TRUCK PARTS	455611	Streets – anti-freeze (WWS RVAF 20W,OR3)	09/09/2026	34.14		100-475-600 General Supplies	926
Total 58:					1,748.49			
NCE								
7617	NCE	675242511	Inspection and Eng Svcs	08/20/2026	5,974.00	09/04/2026	100-529-320 Prof Serv-Engineering	826
7617	NCE	675242511	Mark IV QA Inspections	08/20/2026	20,086.00	09/04/2026	100-228309 Project Plan Review - Mark IV	826
Total 7617:					26,060.00			
NEOGOV (Governmentjobs.com, Inc.)								
9100	NEOGOV (Governmentjobs.com, Inc.)	INV-167636	POWER POLICY ANNUAL SUBSCRIPTION	11/01/2026	7,980.00		100-419-322 Prof Serv-Other	1126
9100	NEOGOV (Governmentjobs.com, Inc.)	INV-167636	HR INSIGHT ANNUAL SUBSCRIPRION	11/01/2026	5,198.00		100-419-322 Prof Serv-Other	1126
Total 9100:					13,178.00			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Aug 26	Transient Lodging Tax	08/31/2026	2,647.24	09/04/2026	225-227015 TLT Payable to State	826

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 6378:					2,647.24			
NEVADA DEPT PUBLIC SAFETY - DPS								
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 26T0308670	09/01/2026	19.85		100-417-322 Prof Serv-Other	926
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 26T0313833	09/01/2026	39.00		100-610-322 Prof Serv-Other	926
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 26T0308670	09/01/2026	.94		520-850-322 Professional Services	926
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 26T0313856	09/01/2026	19.50		520-850-322 Professional Services	926
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 216T0315590	09/01/2026	2.65		520-850-322 Professional Services	926
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 26T0308670	09/01/2026	2.65		100-480-322 Prof Serv-Other	926
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 216T0315590	09/01/2026	27.93		100-410-322 Prof Sev-Other	926
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 26T0313845	09/01/2026	19.50		520-850-322 Professional Services	926
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 26T0315571	09/01/2026	5.19		520-850-322 Professional Services	926
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 26T0315595	09/01/2026	5.19		520-850-322 Professional Services	926
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 26T0308670	09/01/2026	6.71		100-475-322 Prof Serv-Other	926
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 26T0315571	09/01/2026	29.64		100-529-322 Prof Serv-Other	926
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 26T0313845	09/01/2026	19.50		510-850-322 Professional Services	926
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 26T0315571	09/01/2026	4.17		510-850-322 Professional Services	926
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 26T0315595	09/01/2026	4.17		510-850-322 Professional Services	926
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 26T0308670	09/01/2026	1.79		100-528-322 Prof Serv-Other	926
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 26T0315595	09/01/2026	29.64		100-529-322 Prof Serv-Other	926
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 26T0308670	09/01/2026	7.06		510-850-322 Professional Services	926
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 26T0313856	09/01/2026	19.50		510-850-322 Professional Services	926
7405	NEVADA DEPT PUBLIC SAFETY - DPS	12422	Ref 216T0315590	09/01/2026	8.42		510-850-322 Professional Services	926
Total 7405:					273.00			
NEVADA WATER RESOURCES ASSN - NWRA								
5586	NEVADA WATER RESOURCES ASSN - NWRA	95966593	FALL SYMPOSIUM FOR ENG I & UT DIRECTOR	08/31/2026	250.00	09/04/2026	510-850-580 Training	826
5586	NEVADA WATER RESOURCES ASSN - NWRA	95966593	FALL SYMPOSIUM FOR ENG I & UT DIRECTOR	08/31/2026	250.00	09/04/2026	520-850-580 Training	826
Total 5586:					500.00			
NEW YORK LIFE INSURANCE COMPANY								
9061	NEW YORK LIFE INSURANCE COMPANY	20260903	SUPPLEMENTAL INSURANCE - NEW YORK LIFE	09/01/2026	2,552.93	08/28/2026	100-218200 New York Life	926
Total 9061:					2,552.93			
NV ENERGY								
167	NV ENERGY	12019 AUG 26	34596505012019 ACH	08/14/2026	8,147.10	09/01/2026	510-810-622 Electricity	826
167	NV ENERGY	13818 AUG 26	34596405113818 ACH	08/25/2026	37.91	09/11/2026	100-475-622 Electricity	826
167	NV ENERGY	13924 AUG 26	48768108113924 ACH	08/25/2026	43.49	09/11/2026	100-475-622 Electricity	826
167	NV ENERGY	26445 AUG 26	34596505226445 ACH	08/22/2026	9,116.75	09/10/2026	510-840-622 Electricity	826
167	NV ENERGY	28458 AUG 26	34596505228458 ACH	08/22/2026	17,006.63	09/10/2026	510-840-622 Electricity	826

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
167	NV ENERGY	30037 AUG 26	34596403630037 ACH	08/14/2026	39.43	09/01/2026	100-576-622 Electricity	826
167	NV ENERGY	30672 AUG 26	213677908230672 ACH	08/25/2026	43.34	09/11/2026	100-575-622 Electricity	826
167	NV ENERGY	71493 AUG 26	271223607571493 ACH	08/25/2026	42.97	09/11/2026	100-575-622 Electricity	826
167	NV ENERGY	79481 AUG 26	82190405179481 ACH	08/25/2026	50.24	09/11/2026	520-810-622 Electricity	826
167	NV ENERGY	97731 AUG 26	213677908197731 ACH	08/25/2026	46.10	09/11/2026	100-575-622 Electricity	826
Total 167:					34,573.96			
OFFICE DEPOT								
133	OFFICE DEPOT	469501315001	Office supplies - folders, laminating pouches, mousepad, desk	08/31/2026	92.04	09/04/2026	100-417-601 Office Supplies	826
133	OFFICE DEPOT	470324690001	Computer wrist rest and clear desk pad	08/29/2026	68.49	09/04/2026	100-417-601 Office Supplies	826
133	OFFICE DEPOT	476932117001	Office supplies for Planning – envelopes, labels, pens	08/27/2026	104.89	09/04/2026	100-610-601 Office Supplies	826
133	OFFICE DEPOT	476932117002	Planning – desk pad 20x36 office supply	08/28/2026	38.24	09/04/2026	100-610-601 Office Supplies	826
133	OFFICE DEPOT	478570176001	Office supplies – sheet protectors, pens, shears, Sharpies, m	08/27/2026	283.11	09/04/2026	100-417-601 Office Supplies	826
133	OFFICE DEPOT	479042315001	Button cell batteries	08/19/2026	132.68	08/28/2026	100-417-612 Building Maint Supplies	826
133	OFFICE DEPOT	479084764001	Toner	08/20/2026	347.50	09/04/2026	100-425-600 General Supplies	826
133	OFFICE DEPOT	479126843001	Business cards – Parks Super	09/01/2026	26.96		100-575-601 Office Supplies	926
133	OFFICE DEPOT	479128810001	Office supplies – Sharpie gel pens Parks	08/26/2026	25.99		100-575-601 Office Supplies	826
133	OFFICE DEPOT	479128813001	Office supplies – yellow pads, steno pads-Parks	08/27/2026	34.50		100-575-601 Office Supplies	826
133	OFFICE DEPOT	479128817001	Organizer, 3 tier mesh black – Parks	08/28/2026	35.69		100-575-601 Office Supplies	826
133	OFFICE DEPOT	479639101001	HP Toner Cottonwood Shop	08/31/2026	61.00	09/04/2026	100-475-601 Office Supplies	826
133	OFFICE DEPOT	479639479001	Office supplies - sharpies and legal notepads	09/01/2026	14.01	09/04/2026	100-417-601 Office Supplies	926
133	OFFICE DEPOT	479740039001	Business cards – Reorder Andersen	08/25/2026	26.96	09/04/2026	100-529-600 General Supplies	826
133	OFFICE DEPOT	479740734001	PIO - Cleaner, dry erase board cleaner, mouse pad, color file f	08/21/2026	39.57	09/04/2026	100-410-600 General Supplies	826
133	OFFICE DEPOT	480005174001	Calendar – CAL ANN BLANK 1SIDED 36x48 W	08/25/2026	35.49	09/04/2026	100-525-601 Office Supplies	826
133	OFFICE DEPOT	480005323001	AC office supplies – wrist rest with pad, beach; scissors 8", tit	08/26/2026	26.17	09/04/2026	100-525-601 Office Supplies	826
133	OFFICE DEPOT	480005324001	Markers – dry erase, 36 count assorted	08/25/2026	23.49	09/04/2026	100-525-601 Office Supplies	826
133	OFFICE DEPOT	480890457001	CITY WIDE PAPER	08/28/2026	16.75	09/04/2026	100-410-600 General Supplies	826
133	OFFICE DEPOT	480890457001	CITY WIDE PAPER	08/28/2026	16.75	09/04/2026	100-610-600 General Supplies	826
133	OFFICE DEPOT	480890457001	CITY WIDE PAPER	08/28/2026	16.75	09/04/2026	100-475-600 General Supplies	826
133	OFFICE DEPOT	480890457001	CITY WIDE PAPER	08/28/2026	16.75	09/04/2026	100-529-600 General Supplies	826
133	OFFICE DEPOT	480890457001	CITY WIDE PAPER	08/28/2026	16.75	09/04/2026	100-418-600 General Supplies	826
133	OFFICE DEPOT	480890457001	CITY WIDE PAPER	08/28/2026	16.75	09/04/2026	100-414-600 General Supplies	826
133	OFFICE DEPOT	480890457001	CITY WIDE PAPER	08/28/2026	16.75	09/04/2026	510-840-601 Office Supplies	826
133	OFFICE DEPOT	480890457001	CITY WIDE PAPER	08/28/2026	16.75	09/04/2026	100-615-601 Office Supplies	826
133	OFFICE DEPOT	480890457001	CITY WIDE PAPER	08/28/2026	16.77	09/04/2026	100-575-600 General Supplies	826
133	OFFICE DEPOT	480890457001	CITY WIDE PAPER	08/28/2026	16.75	09/04/2026	100-605-600 General Supplies	826
133	OFFICE DEPOT	480890457001	CITY WIDE PAPER	08/28/2026	16.75	09/04/2026	100-416-600 General Supplies	826
133	OFFICE DEPOT	480890457001	CITY WIDE PAPER	08/28/2026	16.75	09/04/2026	510-810-601 Office Supplies	826
133	OFFICE DEPOT	480890457001	CITY WIDE PAPER	08/28/2026	16.75	09/04/2026	100-415-600 General Supplies	826
133	OFFICE DEPOT	480890457001	CITY WIDE PAPER	08/28/2026	16.75	09/04/2026	100-525-600 General Supplies	826
133	OFFICE DEPOT	480890457001	CITY WIDE PAPER	08/28/2026	16.75	09/04/2026	520-810-601 Office Supplies	826
133	OFFICE DEPOT	480890457001	CITY WIDE PAPER	08/28/2026	16.75	09/04/2026	100-419-600 General Supplies	826
133	OFFICE DEPOT	481139850001	Office supplies - clipboard, highlighters, journal, pens	09/01/2026	34.02		100-419-600 General Supplies	926

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 133:					1,718.82			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-430793	diaphragm grommet for truck #3033	09/01/2026	7.99		100-480-610 Automotive Supplies	926
6230	O'REILLY AUTO PARTS	3599-430996	BRK LUBE 8OZ for fleet shop	09/02/2026	25.99		100-480-610 Automotive Supplies	926
6230	O'REILLY AUTO PARTS	3599-431064	shop supplies oil filters for fleet Blazer	09/02/2026	15.87		100-480-610 Automotive Supplies	926
6230	O'REILLY AUTO PARTS	3599-431398	string damper for 2019 Ford F-250 Super Duty fleet truck	09/04/2026	76.63		100-480-610 Automotive Supplies	926
Total 6230:					126.48			
PACIFIC STATES COMMUNICATIONS								
1325	PACIFIC STATES COMMUNICATIONS	512219	Network Upgrade MSP	08/12/2026	20,248.79		510-810-342 Tech Services-Other	826
1325	PACIFIC STATES COMMUNICATIONS	512219	Network Upgrade MSP	08/12/2026	40,497.57		100-418-342 Tech Services-Other	826
1325	PACIFIC STATES COMMUNICATIONS	512219	Network Upgrade MSP	08/12/2026	20,248.77		520-810-342 Tech Services-Other	826
1325	PACIFIC STATES COMMUNICATIONS	512315	Agreement PSC One Call Platinum - Monthly Billing for Septe	09/01/2026	21,474.10	09/04/2026	100-418-342 Tech Services-Other	926
Total 1325:					102,469.23			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5327872	Shred Services	08/19/2026	115.50	09/04/2026	100-416-420 Outside Services	826
Total 8876:					115.50			
PAPE KENWORTH								
3097	PAPE KENWORTH	17132735	BACKHOE PARTS	08/25/2026	359.63	09/04/2026	100-480-610 Automotive Supplies	826
Total 3097:					359.63			
PITNEY BOWES, INC.								
2840	PITNEY BOWES, INC.	1029994988	SUPPLIES-WATER	08/27/2026	42.12	08/31/2026	510-850-550 Printing and Postage	826
2840	PITNEY BOWES, INC.	1029994988	SUPPLIES-MAYOR	08/27/2026	42.12	08/31/2026	100-410-550 Printing and Postage	826
2840	PITNEY BOWES, INC.	1029994988	SUPPLIES-ANIMAL CONTROL	08/27/2026	42.12	08/31/2026	100-525-550 Printing and Postage	826
2840	PITNEY BOWES, INC.	1029994988	SUPPLIES-BUILDING	08/27/2026	42.12	08/31/2026	100-605-550 Printing and Postage	826
2840	PITNEY BOWES, INC.	1029994988	SUPPLIES-FINANCE	08/27/2026	42.12	08/31/2026	100-415-550 Printing and Postage	826
2840	PITNEY BOWES, INC.	1029994988	SUPPLIES-SEWER	08/27/2026	42.12	08/31/2026	520-850-550 Printing and Postage	826
2840	PITNEY BOWES, INC.	1029994988	SUPPLIES-CODE ENFORCEMENT	08/27/2026	42.12	08/31/2026	100-615-550 Printing and Postage	826
2840	PITNEY BOWES, INC.	1029994988	SUPPLIES-PARKS	08/27/2026	42.12	08/31/2026	100-575-550 Printing and Postage	826
2840	PITNEY BOWES, INC.	1029994988	SUPPLIES-STREETS	08/27/2026	42.11	08/31/2026	100-475-550 Printing and Postage	826
2840	PITNEY BOWES, INC.	1029994988	SUPPLIES-PLANNING	08/27/2026	42.12	08/31/2026	100-610-550 Printing and Postage	826
2840	PITNEY BOWES, INC.	1029994988	SUPPLIES-CLERK	08/27/2026	42.12	08/31/2026	100-416-550 Printing and Postage	826
2840	PITNEY BOWES, INC.	1029994988	SUPPLIES-CITY ATTORNEY	08/27/2026	42.12	08/31/2026	100-414-550 Printing and Postage	826

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 2840:					505.43			
PORTER GROUP LLC								
8933	PORTER GROUP LLC	26 - COFNV - 9	September 26 Federal Lobbyist Contract	09/01/2026	6,000.00		100-410-322 Prof Sev-Other	926
Total 8933:					6,000.00			
PUBLIC SAFETY SOLUTIONS MO, LLC								
9170	PUBLIC SAFETY SOLUTIONS MO, LLC	6357	City Hall NetCloud routers & PoE injectors Aug 2026	08/25/2026	2,343.76	09/04/2026	510-860-605 Minor Equipment	826
Total 9170:					2,343.76			
PURCELL TIRE AND RUBBER COMPANY								
38	PURCELL TIRE AND RUBBER COMPANY	26184440	tires for streets burn trailer	09/03/2026	180.00		100-480-610 Automotive Supplies	926
Total 38:					180.00			
PURCHASE POWER								
3155	PURCHASE POWER	69812 AUG 26	POSTAGE - COURT	08/31/2026	253.63	09/30/2026	100-425-550 Printing and Postage	826
3155	PURCHASE POWER	69812 AUG 26	POSTAGE - PARKS	08/31/2026	.73	09/30/2026	100-575-550 Printing and Postage	826
3155	PURCHASE POWER	69812 AUG 26	POSTAGE - SEWER	08/31/2026	1.47	09/30/2026	520-850-550 Printing and Postage	826
3155	PURCHASE POWER	69812 AUG 26	POSTAGE - PLANNING	08/31/2026	439.58	09/30/2026	100-610-550 Printing and Postage	826
3155	PURCHASE POWER	69812 AUG 26	POSTAGE - CLERK	08/31/2026	847.10	09/30/2026	100-416-550 Printing and Postage	826
3155	PURCHASE POWER	69812 AUG 26	POSTAGE - CODE ENFORCEMENT	08/31/2026	10.14	09/30/2026	100-615-550 Printing and Postage	826
3155	PURCHASE POWER	69812 AUG 26	POSTAGE - HR	08/31/2026	5.03	09/30/2026	100-419-550 Printing and Postage	826
3155	PURCHASE POWER	69812 AUG 26	POSTAGE - WATER	08/31/2026	397.20	09/30/2026	510-850-550 Printing and Postage	826
3155	PURCHASE POWER	69812 AUG 26	POSTAGE - MAYOR	08/31/2026	14.65	09/30/2026	100-410-550 Printing and Postage	826
3155	PURCHASE POWER	69812 AUG 26	POSTAGE - ANIMAL CONTROL	08/31/2026	58.86	09/30/2026	100-525-550 Printing and Postage	826
3155	PURCHASE POWER	69812 AUG 26	POSTAGE - FERNLEY JUSTICE	08/31/2026	145.59	09/30/2026	100-126000 Intergovernmental Receivable	826
3155	PURCHASE POWER	69812 AUG 26	POSTAGE - BUILDING	08/31/2026	8.02	09/30/2026	100-605-550 Printing and Postage	826
3155	PURCHASE POWER	69812 AUG 26	POSTAGE - FINANCE	08/31/2026	317.62	09/30/2026	100-415-550 Printing and Postage	826
3155	PURCHASE POWER	69812 AUG 26	POSTAGE - CITY ATTORNEY	08/31/2026	42.37	09/30/2026	100-414-550 Printing and Postage	826
Total 3155:					2,541.99			
REDWOOD TOXICOLOGY LABORATORY, INC.								
8886	REDWOOD TOXICOLOGY LABORATORY, INC.	881481	UA Tests	08/13/2026	2,221.08	09/04/2026	100-425-341 Pretrial Services Program	826
Total 8886:					2,221.08			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	26-1227	Water rights services - ongoing support	08/27/2026	9,265.25	09/04/2026	510-810-698 Water Rights Protection	826

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8602:					9,265.25			
RESOURCE DEVELOPMENT COMPANY, LLC								
668	RESOURCE DEVELOPMENT COMPANY, LLC	Application No. 2	2025.002.1 - Ricci Tank No.2 and Tank No.1 Recoat, 510-166	07/31/2026	323,665.00	09/04/2026	510-166100 Construction In Progress	726
Total 668:					323,665.00			
SAN JOAQUIN ELECTRIC, INC								
9148	SAN JOAQUIN ELECTRIC, INC	26049-1	Fernley Water Tank Power Repair/Upgrade electrical emerge	08/25/2026	46,348.00	09/04/2026	510-810-428 Outside Serv-Electrical	826
Total 9148:					46,348.00			
SHAPE INCORPORATED								
9037	SHAPE INCORPORATED	71773B58241	E-One grinder pumps	08/24/2026	7,841.60	09/04/2026	520-810-615 E-One Supplies	826
9037	SHAPE INCORPORATED	71986B58608	E-One grinder pumps	08/28/2026	11,763.00	09/04/2026	520-810-615 E-One Supplies	826
Total 9037:					19,604.60			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN345681	WWTP Samples	08/13/2026	303.00	09/04/2026	520-810-423 Outside Serv-Analytical	826
7856	SILVER STATE ANALYTICAL LABORATORIES	RN345768	14 Veterans Way Fire Hydrant samples	08/27/2026	50.00	09/04/2026	510-810-423 Outside Serv-Analytical	826
7856	SILVER STATE ANALYTICAL LABORATORIES	RN345871	14 Veterans Way Fire Hydrant samples	08/28/2026	100.00	09/04/2026	510-810-423 Outside Serv-Analytical	826
7856	SILVER STATE ANALYTICAL LABORATORIES	RN345874	Truckee Canal samples	08/28/2026	445.00	09/04/2026	510-840-423 Outside Serv-Analytical	826
7856	SILVER STATE ANALYTICAL LABORATORIES	RN345919	WWTP Samples	08/20/2026	202.00	09/04/2026	520-810-423 Outside Serv-Analytical	826
7856	SILVER STATE ANALYTICAL LABORATORIES	RN345951	Truckee Canal samples	09/01/2026	1,252.00		510-840-423 Outside Serv-Analytical	926
Total 7856:					2,352.00			
SOSU TV CORP								
8909	SOSU TV CORP	WC1781	Fernley Focus Videos - Monthly Retainer - Sept '26	09/01/2026	1,659.00	09/04/2026	100-410-322 Prof Sev-Other	926
Total 8909:					1,659.00			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	29586 AUG 26	910005029586 ACH	08/17/2026	30.24	09/08/2026	520-810-621 Natural Gas	826
204	SOUTHWEST GAS CORP	40647 AUG 26	910005040647 ACH	08/21/2026	142.32	09/09/2026	100-417-621 Natural Gas	826
204	SOUTHWEST GAS CORP	49385 AUG 26	910004749385 ACH	08/26/2026	30.24	09/14/2026	510-810-621 Natural Gas	826
Total 204:					202.80			
SPECIALIZED ELEVATOR CORP								
8751	SPECIALIZED ELEVATOR CORP	525162	Monthly Elevator Maintenance	09/01/2026	269.27		100-417-430 Outside Serv-Repair & Maint	926

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)	SEP 2026-1	CHILD SUPPORT	09/04/2026	319.84	09/04/2026	100-219900 OTHER PAYROLL PAYABLES	926
Total 176:					319.84			
U S POSTAL SERVICE								
7344	U S POSTAL SERVICE	SEPT 2026	PREPAID POSTAGE FOR IN-HOUSE BILLING	09/01/2026	2,250.00	08/28/2026	510-860-550 Printing and Postage	926
7344	U S POSTAL SERVICE	SEPT 2026	PREPAID POSTAGE FOR IN-HOUSE BILLING	09/01/2026	2,250.00	08/28/2026	520-860-550 Printing and Postage	926
Total 7344:					4,500.00			
ULINE, INC								
8965	ULINE, INC	212244285	5 GAL UNIVERSAL SPILL KIT and single eye wash station 32	08/20/2026	375.33	09/04/2026	100-475-616 Safety Supplies	826
8965	ULINE, INC	212503212	Nitrile gloves, safety goggles, eye wash station, SDS binder	08/26/2026	217.12	09/04/2026	100-475-616 Safety Supplies	826
Total 8965:					592.45			
USA BLUEBOOK								
464	USA BLUEBOOK	INV01145881	Com-Paxial blower with canister and 25' duct hose for wastew	08/27/2026	1,000.96	09/04/2026	520-810-616 Safety Supplies	826
464	USA BLUEBOOK	INV01146989	Confined space and sodium hypochlorite danger signs for wat	08/28/2026	282.53	09/04/2026	510-810-616 Safety Supplies	826
464	USA BLUEBOOK	INV01147156	Safety and chemical hazard signage for sodium hypochlorite	08/28/2026	557.80	09/04/2026	510-810-616 Safety Supplies	826
Total 464:					1,841.29			
USA TODAY MEDIA CORP								
152	USA TODAY MEDIA CORP	7852061	Bill #390 proposed	08/31/2026	78.84		100-416-540 Advertising	826
152	USA TODAY MEDIA CORP	7852061	Bill #290 adopted	08/31/2026	81.12		100-416-540 Advertising	826
152	USA TODAY MEDIA CORP	7852099	Legal ads - August 2026	08/31/2026	378.48		100-610-540 Advertising	826
Total 152:					538.44			
UTILITY DEPOSITS								
2202	UTILITY DEPOSITS	10205501	CREDIT BALANCE	08/20/2026	250.00	08/28/2026	010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	10859802	CREDIT BALANCE	08/31/2026	87.46		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	12216620	SEWER DEPOSIT REFUND	08/01/2026	17.94		520-228200 Customer Deposits	826
2202	UTILITY DEPOSITS	13319908	CREDIT BALANCE	08/28/2026	252.59		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	135551.09	CREDIT BALANCE	08/31/2026	203.91		010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	13555109	WATER DEPOSIT REFUND	08/26/2026	75.00		510-228200 Customer Deposits	826
2202	UTILITY DEPOSITS	13555109	SEWER DEPOSIT REFUND	08/26/2026	80.00		520-228200 Customer Deposits	826
2202	UTILITY DEPOSITS	13583805	CREDIT BALANCE	08/20/2026	168.59	08/28/2026	010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	13645014	SEWER DEPOSIT REFUND	08/20/2026	50.20	08/28/2026	520-228200 Customer Deposits	826

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
2202	UTILITY DEPOSITS	13645121	SEWER DEPOSIT REFUND	08/14/2026	74.59	08/28/2026	520-228200 Customer Deposits	826
2202	UTILITY DEPOSITS	14415006	CREDIT BALANCE	08/25/2026	338.25	08/28/2026	010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	14457401	CREDIT BALANCE	08/14/2026	181.86	09/09/2026	010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	17939607	SEWER DEPOSIT REFUND	08/20/2026	79.18	08/28/2026	520-228200 Customer Deposits	826
2202	UTILITY DEPOSITS	19867206	SEWER DEPOSIT REFUND	08/26/2026	67.19		520-228200 Customer Deposits	826
2202	UTILITY DEPOSITS	21987103	SEWER DEPOSIT REFUND	08/12/2026	57.38	08/28/2026	520-228200 Customer Deposits	826
2202	UTILITY DEPOSITS	219933.01	CREDIT BALANCE	08/18/2026	36.68	08/28/2026	010-115100 Cash Clearing-Utilities	826
2202	UTILITY DEPOSITS	21993301	WATER DEPOSIT REFUND	08/10/2026	75.00	08/28/2026	510-228200 Customer Deposits	826
2202	UTILITY DEPOSITS	21993301	SEWER DEPOSIT REFUND	08/10/2026	80.00	08/28/2026	520-228200 Customer Deposits	826
2202	UTILITY DEPOSITS	8280412	SEWER DEPOSIT REFUND	08/03/2026	15.33		520-228200 Customer Deposits	826
Total 2202:					2,191.15			
VESTIS								
1895	VESTIS	5980398191	shirt contract	08/25/2026	120.42	09/04/2026	100-480-420 Outside Services	826
1895	VESTIS	5980398192	Clothing/Mats	08/25/2026	70.27	09/04/2026	100-475-420 Outside Services	826
1895	VESTIS	5980399639	shirt contract	09/01/2026	119.06	09/04/2026	100-480-420 Outside Services	926
1895	VESTIS	5980399640	SHOP MAT SERVICE	09/01/2026	121.81	09/04/2026	100-475-420 Outside Services	926
1895	VESTIS	5980399641	Clothing/Mats	09/01/2026	70.27	09/04/2026	100-475-420 Outside Services	926
1895	VESTIS	5980399642	floor mat service	09/01/2026	40.21	09/04/2026	510-810-420 Outside Services	926
1895	VESTIS	5980399644	Floor Mats	09/01/2026	264.14	09/04/2026	100-417-420 Outside Services	926
1895	VESTIS	5980400933	Clothing/Mats	09/08/2026	70.27		100-475-420 Outside Services	926
Total 1895:					876.45			
VORTEX DOORS LLC								
9154	VORTEX DOORS LLC	40 - 2297965	Wastewater Treatment Plant door service – includes material	08/26/2026	2,279.53		520-810-430 Outside Serv-Repair & Maint	826
Total 9154:					2,279.53			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	SEP 2026-1	ROTH IRA	09/04/2026	200.00	09/04/2026	100-215000 457 PAYABLE	926
8591	VOYA FINANCIAL	SEP 2026-1	DEFERRED COMPENSATION, 457	09/04/2026	5,177.30	09/04/2026	100-215000 457 PAYABLE	926
Total 8591:					5,377.30			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	25001 SEP 26	6-82646-25001	09/01/2026	1,059.85		100-475-412 Utility Serv-Refuse	926
447	WASTE MANAGEMENT	33001 SEP 26	11-60772-33001	09/03/2026	172.24		100-417-412 Utility Serv-Refuse	926
447	WASTE MANAGEMENT	33005 SEP 26	11-60745-33005	09/03/2026	45.73		510-840-412 Utility Serv-Refuse	926
447	WASTE MANAGEMENT	33009 SEP 26	11-60774-33009	09/03/2026	140.92		510-810-412 Utility Serv-Refuse	926
447	WASTE MANAGEMENT	43003 SEP 26	11-60760-43003	09/03/2026	70.48		520-810-412 Utility Serv-Refuse	926
447	WASTE MANAGEMENT	63002 SEP 26	11-74239-63002	09/01/2026	847.60		100-575-412 Utility Serv-Refuse	926
447	WASTE MANAGEMENT	65007 SEP 26	6-82641-65007	09/01/2026	441.97		100-575-412 Utility Serv-Refuse	926

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
447	WASTE MANAGEMENT	95009 SEP 26	8-29467-95009	09/01/2026	448.45		100-475-412 Utility Serv-Refuse	926
Total 447:					3,227.24			
WEDCO, A DIVISION OF BORDER STATES								
3350	WEDCO, A DIVISION OF BORDER STATES	S100248132.005	Wastewater ABB contactor components (ww5-27-26)	09/01/2026	783.44	09/04/2026	520-810-614 Shop Supplies	926
3350	WEDCO, A DIVISION OF BORDER STATES	S100261892.001	Fuel Branch Conduit Bender -Tool Kordell and Gabe	08/21/2026	1,500.00	09/04/2026	510-850-605 Minor Equipment	826
3350	WEDCO, A DIVISION OF BORDER STATES	S100261892.001	Fuel Branch Conduit Bender -Tool Kordell and Gabe	08/21/2026	1,500.00	09/04/2026	520-850-605 Minor Equipment	826
3350	WEDCO, A DIVISION OF BORDER STATES	S100263406.001	WWPLANT safety switch HNF361S NEMA 4X 3P 600V 30A n	08/21/2026	1,097.30	09/04/2026	520-810-614 Shop Supplies	826
3350	WEDCO, A DIVISION OF BORDER STATES	S100267302.001	Hwy 50 lift ABB contactors (WWHWY50)	09/01/2026	337.14	09/04/2026	520-810-614 Shop Supplies	926
3350	WEDCO, A DIVISION OF BORDER STATES	S100267304.001	WW Eagle Meadows LITTELFUSE #601 three phase voltage/	09/01/2026	686.40	09/04/2026	520-810-614 Shop Supplies	926
3350	WEDCO, A DIVISION OF BORDER STATES	S100267319.001	Parts for well 9	09/01/2026	41.14	09/04/2026	510-810-614 Shop Supplies	926
3350	WEDCO, A DIVISION OF BORDER STATES	S100269023.001	Hwy 50 – Milwaukee blades	09/01/2026	17.49	09/04/2026	520-810-600 General Supplies	926
Total 3350:					5,962.91			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	SEPT 2026	SUPPLEMENTAL INSURANCE	09/01/2026	117.65	08/28/2026	100-218100 Western Insurance Payable	926
Total 881:					117.65			
WESTERN NEVADA COLLEGE								
194	WESTERN NEVADA COLLEGE	891	Career training – Commercial Driver Training Program (Jasmi	08/07/2026	4,900.00		100-475-580 Training	826
Total 194:					4,900.00			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	12391225-1	iperl 3/4"" long and short body 1000 gal water meters	08/26/2026	4,798.72	09/04/2026	510-166100 Construction In Progress	826
195	WESTERN NEVADA SUPPLY CO.	12424176	Bin stock	08/26/2026	967.01	09/04/2026	510-810-613 Meter Service Supplies	826
195	WESTERN NEVADA SUPPLY CO.	12424176	iperl 3/4"" 1000 gal water meters	08/26/2026	3,405.92	09/04/2026	510-166100 Construction In Progress	826
195	WESTERN NEVADA SUPPLY CO.	12435794	lag screws for WT plant	09/03/2026	8.70		510-840-614 Shop Supplies	926
195	WESTERN NEVADA SUPPLY CO.	12439166	waste water pipe and fittings	09/01/2026	337.84	09/04/2026	520-810-614 Shop Supplies	926
195	WESTERN NEVADA SUPPLY CO.	12439278	Poly part F 2 M CMLK X MIP for waste water	09/01/2026	9.60	09/04/2026	520-810-614 Shop Supplies	926
195	WESTERN NEVADA SUPPLY CO.	12439484	WT Plant brass fittings	09/03/2026	307.18		510-840-614 Shop Supplies	926
195	WESTERN NEVADA SUPPLY CO.	12440955	Bin stock	09/03/2026	1,498.15		510-810-613 Meter Service Supplies	926
195	WESTERN NEVADA SUPPLY CO.	12441808	Waste Water PVC fittings	09/02/2026	22.60		520-810-614 Shop Supplies	926
Total 195:					11,355.72			
WETLAB - WESTERN ENVIRON TESTING LAB								
8709	WETLAB - WESTERN ENVIRON TESTING LAB	26080100	WWTP monitoring well samples	08/26/2026	1,790.64	09/04/2026	520-810-423 Outside Serv-Analytical	826
8709	WETLAB - WESTERN ENVIRON TESTING LAB	26080101	WWTP samples – East Plant Influent and Effluent	08/04/2026	1,564.16	09/04/2026	520-810-423 Outside Serv-Analytical	826
8709	WETLAB - WESTERN ENVIRON TESTING LAB	26080527	WWTP samples – East Plant Influent and Effluent	08/13/2026	788.08	09/04/2026	520-810-423 Outside Serv-Analytical	826
8709	WETLAB - WESTERN ENVIRON TESTING LAB	26080750	WWTP samples – East Plant Influent and Effluent	08/20/2026	788.08	09/04/2026	520-810-423 Outside Serv-Analytical	826

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8709:					4,930.96			
XPRESS BILL PAY LLC								
2468	XPRESS BILL PAY LLC	8/2026	CREDIT CARD PROCESSING FEES- SEWER	08/31/2026	2,774.62	09/05/2026	520-810-609 Credit Card Fees	826
2468	XPRESS BILL PAY LLC	8/2026	CREDIT CARD PROCESSING FEES- WATER	08/31/2026	2,774.62	09/05/2026	510-810-609 Credit Card Fees	826
Total 2468:					5,549.24			
Grand Totals:					1,478,223.59			

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
AUGUST 19, 2026**

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Neal E. McIntyre, Councilwoman Felicity Zoberski, Councilman Albert Torres, Councilman Ryan Hanan, Councilman Joe Mendoza, City Treasurer Robert Carson, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Admin Specialist II Rachael Goetz, Chief Development Officer Michele Rambo, Grant Administrator Trisha Livingston, Chief Operations Officer Barry Williams, Utilities Director Ozzie Henke, Interim Planning Director Treston Rodriguez, Associate Planner Lisa Warner, Deputy Public Works Director Olivia John, City Engineer Salvador Pleitez

1.3. Public Forum

Becki Howlett asked about item 2.8 on the consent agenda, when it was presented for the roundabout beautification, they quoted the prices using Reno Rock. Why is the city not using a local vendor?

Kelly Brye shared a lighthearted anecdote about watching city council meetings from Lapeer, Michigan, and compared their reported dysfunction to Fernley's local government. He expressed appreciation for the Fernley City Council noting that Fernley is doing well in comparison.

1.4. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

Kim Swanson City Clerk read the new 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.

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

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

Chief Deputy Mitch Brantingham, Lyon County Sheriff's Office, reported that the first day of school is starting 8.20.26 and the traffic enforcement team will be in all school zones. This year, Fernley will have two school resource officers. There have been a few DUI arrests in town this month, drug arrests and traffic patrol.

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

Michele Rambo, Chief Development Officer, stated there will be a few items that the Planning Commission has seen that will come to council in the next few meetings. The city has hired two new engineers. The interviews with staff for the efficiency study have started. For community events, Fernstock is on Saturday. Mark IV is having a Silver Spike Ceremony tomorrow and Animal Control is having a microchip clinic on the last Saturday of this month.

Councilman Hanan reported on events that is has attended.

City Clerk, Kim Swanson, reminded the public the City has 25th anniversary shirts, coins and other merchandise for sale at City Hall.

Councilman Torres reported there is an opening on the Senior Citizen Advisory Committee. The Center of Excellence, that grant is from WNC, brought in \$4 million.

4. PROCLAMATIONS BY THE MAYOR

There were none.

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)

Mike Wurm, CEO of the Boys and Girls Club of Truckee Meadows and Oscar Aguilar the area director of Boys and Girls Club Truckee Meadows, presented. Mr. Aguilar gave an update about the school year, and through a partnership with the Lyon County School District Boys and Girls Club can offer the 21st Century program. It's a grant-covered, after-school program for any youth ages, 6 to 12 that are still in 6th grade. The BGC purchased an 80-passenger bus and provided almost 18,000 bus rides. They have served over 14,000 meals. This was the first summer in the facility and in June they had about 114 members and now they have about 223 daily. This summer alone, they served about 8,000 meals. Programs that were available during the summer were 21st Century, a various number of different specialty camps such as an outdoor soccer and our Junior Giants League. They provided multiple field trips Monday through Friday and with the Michael Phelps Foundation there was a free swim camp. And then of course, our teen program. There were multiple barbecues reaching anywhere between 50 to 60 teens during those events. Average attendance from teens is anywhere between 30 to 40.

Mr. Wurm stated, as they are building the Early Learning Center, it was an opportunity for them to create some enhancements that will increase the security on that property and allow them to continue to grow the numbers. Mr. Williams and his staff had to get approval on the fence that was put up around the property, as well as adding an asphalt area right behind the building. During program hours, they can secure the play area so people can't just walk through while the kids are there. They were careful to make sure that access points on all sidewalks so during events the gates will be open, and the property will be accessible by everybody throughout the entire event. They also added a 60 by 90-foot asphalt area. This will allow additional programming in the area; it will also help keep mud and dirt out of the building during inclement weather.

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.

Mendy Elliott, Senior Partner with Summit Government Affairs, presented the City of Fernley's proposed bill draft request for the 2027 legislative session. Staff recommended using the City's BDR for a Small Municipality Capital Infrastructure Financing proposal, which would expand the Nevada Infrastructure Bank's authority to finance qualifying infrastructure support equipment for incorporated municipalities with populations under 50,000. Eligible equipment could include street and snow-removal equipment, water and sewer equipment, heavy machinery, utility vehicles, and other capital assets directly related to maintaining public infrastructure. The proposal would not create a new state program or general vehicle replacement program; instead, the Infrastructure Bank would establish financing and underwriting standards.

Motion: I MOVE TO APPROVE THE PUBLIC PROPERTY PROTECTION AND RECOVERY ACT AS THE CITY OF FERNLEYS 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.

Action: Approve, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilwoman Felicity Zoberski.

Vote: Passed, **Summary:** Yes 4 **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza

City Attorney Aaron Mouritsen explained that after speaking to the lobbyists there is language that would need to be amended from the same presentation that she gave.

Motion: I MOVE TO APPROVE THE MUNICIPALITY INFRASTRUCTURE FINANCING BILL DRAFT REQUEST FOR THE 2027 NEVADA LEGISLATIVE SESSION AND AUTHORIZE THE MAYOR AND DESIGNATED CITY REPRESENTATIVE TO SUBMIT PRESENT AND ADVOCATE FOR AND MAKE NON-SUBSTANTIVE REVISIONS TO THE PROPOSAL TO ADVANCE THE MEASURE THROUGH THE LEGISLATIVE PROCESS. **Action:** Approve. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4, **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza

7. 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.

Moved after 8.1

Lisa Warner, Associate Planner. This resolution is to update the current fee schedule to add the line item for a minor conditional use permit.

Motion: I MOVE TO APPROVE RESOLUTION 26-014 ASSOCIATED WITH CA 26002 TO UPDATE THE CITY PLANNING DEPARTMENT FEE SCHEDULE **Action:** Approve, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Passed, **Summary:** Yes 4 **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza

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.

Ozzie Henke, Utilities Director, introduced the Sewer Master Plan adoption resolution. He explained that the 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 plan will provide a framework for future budgeting and funding opportunities related to wastewater infrastructure projects.

Owen Wergler of Shaw Engineering presented the updated Sewer Master Plan, which evaluates Fernley's existing sewer system, future growth needs, and infrastructure implementation priorities. The current service area covers approximately 14 square miles and includes 93 miles of sewer mains, 11 lift stations, and the East Wastewater Treatment Plant, which currently receives approximately 1.42 million gallons per day. Based on anticipated development, including Victory Logistics and other projects, wastewater flows could reach approximately 4 million gallons per day at build-out, exceeding the plant's current 3.05 MGD capacity. The plan identifies 11 capital improvement projects addressing maintenance, repairs, collection-

system capacity, lift station modernization, SCADA upgrades, critical force mains, and eventual expansion of the wastewater treatment plant. Mr. Wergler emphasized the importance of completing system inspections and proactively planning critical infrastructure improvements, so the city can maintain system reliability, accommodate growth, and retain control over the design and implementation of major sewer facilities.

Owen Wergler reviewed key trigger points for future sewer infrastructure improvements identified in the Sewer Master Plan. The South Arm Interceptor would be phased to replace aging Transit sewer mains and provide additional capacity for development south of the canal. Improvements to the West Lift Station would be triggered as growth in the Jackson Ranch area increases average inflows to approximately 900 gallons per minute, while the TMAI Lift Station would require upgrades as development increases flows within its service area. The East Wastewater Treatment Plant will ultimately require expansion as flows approach capacity.

Council discussed projected population growth, ongoing monitoring, development triggers, SCADA technology, and reclaimed water as part of the Sewer Master Plan. Owen Wergler explained that growth projections were based primarily on proposed developments and development interest rather than a fixed annual growth rate, with the plan intended to be updated approximately every five years.

Motion: I MOVE TO APPROVE RESOLUTION NUMBER 26-024 ADOPTING THE SEWER MASTER PLAN AS THE CITY'S LONG-RANGE PLANNING DOCUMENT FOR FUTURE WASTEWATER SYSTEM IMPROVEMENTS.

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

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.

Lisa Warner, Associate Planner, presented a proposed Minor Conditional Use Permit (CUP) process intended to provide a less restrictive and less costly option for projects that do not involve construction. The proposed fee is \$2,580, compared to the current \$6,404 standard CUP fee, reflecting the elimination of engineering review costs. The goal is to support small businesses and encourage development in areas such as downtown by allowing new uses within existing buildings at a reduced cost. Minor CUP eligibility would be determined by the Administrator on a project-by-project basis, reviewed by the Planning Commission, and subject to City Council review if appealed. Miss Warner noted that staff conduct pre-application meetings with applicants to determine whether a project qualifies for a Minor CUP or requires a standard CUP.

Motion: I MOVE TO ADOPT BILL 390 ASSOCIATED WITH CA 26002. **Action:** Approve, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Passed, **Summary:** Yes 4, **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza

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.

Tricia Livingston, Grant Administrator, presented the proposed projects for the City's 2027 Community Development Block Grant (CDBG) application and requested public input. The City is one of 26 eligible entities competing for an anticipated \$2.9 million in statewide CDBG funding. Staff recommended three projects that meet CDBG national objectives: a Water Treatment Plant NEPA Compliance project, estimated at \$75,000–\$150,000; a Fernley Community Needs Assessment and 2027–2032 Strategic Plan, estimated at \$125,000–\$225,000; and an In-Town Park Parking Facilities and Sidewalk Preliminary Engineering Report, estimated at \$75,000–\$125,000. Mrs. Livingston explained that the projects would benefit low- to moderate-income residents and support future infrastructure, community planning, and park improvements. Public comments and additional project proposals were invited as the city continues the 2027 CDBG application process. She reminded Council that the third and final CDBG public meeting is scheduled for November 18, 2026. Staff will continue accepting project proposals through October 15, 2026, after which proposed projects will be submitted to CDBG for eligibility determination. Eligible projects will be presented to Council on November 18 for ranking and approval to submit. The final deadline for the City's 2027 CDBG application is February 19, 2027.

Motion: I MOVE TO DIRECT STAFF TO INCORPORATE ALL ELIGIBLE PROPOSALS AND CITIZENS COMMENTS INTO THE DRAFT LIST OF 2027 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATIONS FOR FURTHER REVIEW PRIORITIZING AND CITY COUNCIL APPROVAL AT THE THIRD AND FINAL PUBLIC MEETING.

Action: Approve, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan.

Vote: Passed, **Summary:** Yes 4, **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza

8.3. (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.

Tristan Rodriguez, Acting Planning Director, presented the South Fernley Area Plan (MBA 26002), summarizing the planning process, community engagement, proposed land use framework, and implementation strategies. The plan was developed through an existing-conditions analysis, a community survey with 222 responses, two open houses with approximately 60 participants each, stakeholder meetings, and Planning Commission and City Council workshops. Community feedback emphasized preserving South Fernley's rural character, improving roads and emergency access, addressing infrastructure needs before development, and providing parks, trails, healthcare, and small-scale neighborhood commercial services while limiting large-scale residential and industrial development.

Michael Barrow, a resident, expressed opposition to the proposed Plan, citing concerns about increased residential density, loss of the rural character and privacy of the Highlands, increased traffic, potential impacts from future schools, and the possibility of increased crime. He urged the City to preserve the Highlands' rural properties and consider directing future development toward vacant acreage along 95A.

Steven Johnson expressed general support for planning for future growth but raised concerns about the

potential impact of the South Fernley Area Plan on open-range cattle and existing rural properties. He also questioned how public surveys and notices were distributed, stating that he and others in the Highlands did not receive information regarding the South Area Plan and felt the public had limited opportunity to participate. Johnson requested improved notification and a more detailed map to better understand the proposed plan and its potential impacts.

Kent Clerk, expressed concerns regarding the South Fernley Area Plan, stating that he did not receive a mailing until the most recent notice and found the map difficult to interpret. He raised concerns about increased development and its potential impacts on the area’s limited water supply, wells, septic systems, and the possibility of future connections to city water and sewer. He also expressed concerns about the current lack of maintenance of an existing park and questioned whether additional parks would be adequately maintained. Clerk requested that residents receive more detailed information and earlier notification regarding future planning and development.

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

9. PUBLIC FORUM

None

10. ADJOURNMENT

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

Approved by the Fernley City Council on 9/16/2026, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
AUGUST 5, 2026**

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilwoman Felicity Zoberski (arrived at 5:04pm), Councilman Albert Torres, Councilman Ryan Hanan, Councilman Joe Mendoza, Chief Operating Officer Barry Williams, Interim Chief Development Officer Michele Rambo, Deputy Public Works Director Oliva John, Utilities Director Ozzie Henke, City Engineer Salvador Pleitez, City Clerk Kim Swanson, Admin Specialist II Rachael Goetz, City Treasurer Robert Carson, HR Director Mitzi Carter, City Attorney Aaron Mouritsen

1.3. Public Forum

Tammi Ditman received the report about fire hydrants but is disappointed that the last 3 months were not included.

Kevin White wants to address the AI Data Center rumors, and he wanted to know why it is not on the ballot for the city to vote.

1.4. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read the new business licenses.

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

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

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

- 2.7. Possible Action to approve a Highway Agreement PR171-26-063, the Cooperative (Local Public Agency) Agreement between the City of Fernley and the Nevada Department of Transportation for the SR828 Multi-Use Path Phase III project.**
- 2.8. Possible Action to purchase one (1) 1 & 1/2-ton, four-wheel drive pickup truck with service body and crane for the City of Fernley's Water Distribution Department for an amount not to exceed \$120,645.25.**
- 2.9. Possible Action to approve a contract with Stonehouse Drilling to rehabilitate Well 9A, in the amount not to exceed \$32,980.00.**
- 2.10. Possible Action to approve a contract with Stonehouse Drilling to rehabilitate Well 13, in the amount not to exceed \$27,780.00.**
- 2.11. Possible Action to approve the Professional Services Agreement with Shaw Engineering for the development and implementation support of the City of Fernley's Industrial Pretreatment Program in an amount not to exceed \$45,500.**
- 2.12. Possible Action to purchase one (1) hydraulic snowplow and one (1) mounted salt-sand spreader for the City of Fernley's Fleet Department for an amount not to exceed \$26,801.30.**
- 2.13. Possible Action to purchase one (1) heavy-duty large vehicle lift for the City of Fernley's Fleet Department for an amount not to exceed \$70,000.**
- 2.14. Possible Action to purchase one (1) backhoe for the Water Treatment Plant for an amount not to exceed \$150,000.**
- 2.15. Possible Action to purchase one (1) backhoe with attachments for the Wastewater Department for an amount not to exceed \$250,000.**
- 2.16. Possible Action to authorize the execution of the Water Rights Banking and Dedication Agreement with Gary Oberg, APN 021-162-20 TCID Serial Number 1014-1-E-3-A in the amount of 1.89 acre-feet.**
- 2.17. Possible Action to authorize the execution of the Water Rights Banking and Dedication Agreement with Snowbird XIV, LLC, APN 020-222-21 TCID Serial Number 1024-9 in the amount of 3.78 acre-feet.**
- 2.18. Possible Action to authorize the execution of the Water Rights Banking Agreement with Pefley 2023 Trust, APN 020-242-14 TCID Serial Number 1034-2-B in the amount of 4.68 acre-feet.**
- 2.19. Possible Action to authorize the execution of the Water Rights Banking Agreement with Pefley 2023 Trust, APN 020-242-13 TCID Serial Number 1034-2-C in the amount of 2.385 acre-feet.**
- 2.20. Possible Action to Approve the Collective Bargaining Union Agreement between the City of Fernley and IBEW 1245 effective 7/1/2026-6/30/2028.**
- 2.21. Possible Action to ratify emergency electrical work previously completed by San Joaquin Electric, Inc. at the Fernley Wastewater Treatment Plant to maintain compliance with Nevada Division of Environmental Protection (NDEP) requirements, and approve payment in the amount of \$28,200.27.**
- 2.22. Possible Action to approve a grant agreement between the Nevada Department of Wildlife and City of Fernley for the Fernley Community Pond project. The agreement**

provides \$100,000 in Wildlife Heritage Account grant funding to support the design and construction of a new community fishing pond and associated park amenities.

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

Motion: I MOVE TO APPROVE THE BUSINESS LICENSES PULLING FERNLEY EQUIPMENT RENTALS LLC FOR A SEPARATE VOTE. **Action:** Approve, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Joe Mendoza. **Vote:** Passed, **Summary:** Yes 4 **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza

Councilman Mendoza disclosed a conflict of interest stating him and his wife own Fernley Equipment Rentals, and it's concluded that, with independent judgment, a reasonable person in his situation will be materially affected by this relationship and because of that he's clearly disqualified from voting, and he'll be abstaining from this vote.

Motion: I MOVE TO APPROVE THE CONSENT AGENDA WHILE REMOVING ITEM 2.3. **Action:** Approve, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Joe Mendoza. **Vote:** Passed, **Summary:** Yes 4 **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza.

Motion: I MOVE TO APPROVE THE BUSINESS LICENSES. **Action:** Approve, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 3, Abstained 1. **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, **Abstain:** Councilman Joe 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 with the Lyon County Sheriff's Department reported on the Night in the Country activity. National Night Out at was held at the Out-Of-Town Park. Attendance dipped just a little bit from last year, but there were still lots of attendees. He expressed his gratitude for the mayor participating along with Councilman Hanan. There have been increased patrols at Immigrant and Nevada Pacific, Sage, and Rosewood and Rose Crest. Deputy Chief Brantingham also thanked the city for helping acquire two new radar trailers and 20 LIDAR devices that will be implemented into the Sheriff's Traffic Enforcement Team.

Council gave their sympathies for a Las Vegas Metro Police Officer that was killed in the line of duty on August 4, 2026

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

Barry Williams, Chief Operating Officer, in July the Operations Department continued delivering essential services while advancing key infrastructure projects. Interviews will be held next week for a Public Works Director. He welcomed Amarys Novoa as our new Public Works Administrative Assistant.

Salvador Pleitez City Engineer introduced the new Senior Project Manager Chris Rosetti and Associate engineer Clint Anderson.

Councilman Mendoza questioned who will be leading the efficiency study for the city with the recent turnover of management. Michele Rambo, Interim Chief Development Officer, stated she will be working on it. They have had a kickoff meeting and will get it started.

Councilman Torres reported on July 22nd the Senior Citizen Advisory Committee had an ice cream social at the Senior Center, and they gave out another 30 fans to seniors. The helicopter pad behind Station 61 is in its final stages. The NAMI Western Nevada Golf Tournament was held at the Ranch at Desert Lakes Golf Course and was very successful.

Councilwoman Zoberski reported that the girls' softball lost at regionals, but it was a great experience. There will be a softball tournament this weekend at the Out-Of-Town Park.

Councilman Hanan reported on the events he has taken part in over the past couple of weeks.

Mayor McIntyre reported on the events he has taken part in over the past couple of weeks. The recycling Day is going to be September 19th, from 8 to noon, or until all the bins are full. The city has hired a Public Information Officer, and she will be starting on August 17th.

4. PROCLAMATIONS BY THE MAYOR

There were none.

5. PRESENTATIONS

5.1. Possible Action, Presentation and adoption of Resolution 26-020, providing for the transfer of the City's 2026 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority

Katie Coleman, Communications Director for Nevada Rural Housing, provided an overview of the organization's efforts to expand housing opportunities across rural Nevada through homeownership, rental assistance, and affordable housing development.

Motion: I MOVE TO APPROVE RESOLUTION 26-020 PROVIDING FOR THE TRANSFER OF THE CITY'S 2026 PRIVATE ACTIVITY BOND VOLUME CAP TO THE NEVADA RURAL HOUSING AUTHORITY. **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

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

Robert Carson, City Treasurer, presented the quarterly financial report.

6. ORDINANCES

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

Lisa Warner, Associate Planner presented the first reading stating the purpose of this code amendment is to allow small business owners to go into buildings that already exist. We can use this process for projects where there is no development, no building, no construction. Without those

elements, engineering doesn't have to be part of the review process, the applicant can save on fees.

The Council questioned as a Council are they allowed to appeal the Planning Commission decision. Michele Rambo, Interim Chief Development Officer, clarified the appeal process for this CUP will be the same as regular CUP, which does allow the council to appeal.

7. RESOLUTIONS

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

Michele Rambo, Interim Chief Development Officer, presented explaining there has been an increase with developers asking to dedicate less water rights than is required in the Development Code. The resolution will provide staff with a formal document to present to developers to eliminate some of the repeated attempts to negotiate.

Motion: I MOVE TO APPROVE RESOLUTION 26-015 AS PRESENTED BY STAFF.
Action: Approve, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Albert Torres.
Vote: Passed, **Summary:** Yes 4, **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza.

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

Ozzie Henke, Utilities Director presented Staff is seeking City Council approval to submit a grant application to the Economic Development Administration, for the design of the East Wastewater Treatment Plant via Resolution 26-022. In August of 2025, Council approved a project Preliminary Engineering Report and directed staff to pursue federal and state funding for the project. The PER outlined the need for phased upgrades to prepare the city for projected growth and to mitigate future NDEP compliance risks. The project is eligible for federal funding through EDA's Public Works and Economic Adjustment Assistance Program. The estimated cost for the design is \$3,066,000. Staff met with EDA recently and were advised the city may be eligible for up to 80% of federal funding.

Motion: I MOVE TO APPROVE RESOLUTION 26-022 AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE US ECONOMIC DEVELOPMENT ADMINISTRATION FOR THE EAST WASTEWATER TREATMENT PLANT PROJECT DESIGN. COMMITTING THE CITY TO PROVIDE A LOCAL COST MATCH IN THE RANGE OF 20% TO 40%. **Action:** Approve, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan.
Vote: Passed, **Summary:** Yes 4. **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Hanan, Councilman Mendoza

8. PUBLIC FORUM

Tammi Dittman questioned how serious the council is about the safety of the community. She feels they aren't concerned about the hydrants.

Councilman Mendoza recognized Ozzie and his team for helping a business in town that noticed a water leak that could have been catastrophic.

9. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 6:02 PM.

Approved by the Fernley City Council on September 16, 2026 by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

Report Criteria:

Business.License status = Active

Business.Orignation Date = 08/27/2026-09/10/2026

Bus Name	Name	Mail Addr1	Mail City	Mail St	Mail Zip	Business Tel	Business Description
Barkabilly Marketplace	Lori Ann Sampson	964 Iris Lane	Fernley	NV	89408	775-225-1100	Selling dog products - online business only
Complete Concrete	Sergio & Irene Dominguez	PO Box 60754	Reno	NV	89506		Concrete Contractor - Contractor # 0069412
Meadow Brook Residential Renovations	Eligio Gabriel Vasquez III	3913 Ardmore Street	Silver Springs	NV	89429	840-255-3092	Small maintenance repairs
R.P. Hardie Cruise & Travel LLC	Richard P Hardie II	607 Tamsen Road	Fernley	NV	89408	775-250-0157	Travel consulting, planning, booking & admini
RNN Restoration INC	Brandon Radmall	106 S 1250 W	Centerville	UT	84014	775-825-7856	Restoration of properties damaged by fire, w
Sedona Lifeorce	Thomas Michael Sandberg	724 Fall Street	Fernley	NV	89408	734-262-0865	Mobile Chiropractic
Shana Petersen	Shana Petersen	507 Summer Street	Fernley	NV	89408	760-401-0678	Esthetics and eyelash extensions
Shirley Brown Bookkeeping Services	Shirley Brown	413 Fort Sutter Blvd	Fernley	NV	89408	775-225-2426	Remote bookkeeping services
Silver Springs Burgers	Victor Serna	810 Lark Drive	Fernley	NV	89408	775-575-2573	Quick service food trailer
Top Tier Turf Co. LLC	Steven Scott	870 Deming Way	Sparks	NV	89436	775-900-7540	Landscape Contractor #87622
Grand Totals:							10



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 16, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Braelyn Birkel, Administrative Specialist II

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-529-320

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to approve a contract with Shaw Engineering for on-call engineering services.

AGENDA ITEM BRIEF:

Staff is seeking approval to renew a contract for on-call engineering services with Shaw Engineering. The engineering department does not have adequate staff or resources to address the needs of the increase in development that has occurred over the last four years. The cost of the on-call services will be passed through to the project applicant.

RECOMMENDED MOTION:

"I move to approve of a contract with Shaw Engineering for on-call engineering services."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose to not renew the contract and continue providing the services in house. Although, the water and sewer modeling services would require a contract with an engineering firm since the City does not have the software required to perform the work. In the event that Council does not approve the contract, staff would recommend that Council direct staff to come back with a revised contract and fee structure for water and sewer modeling services only.

BACKGROUND:

The City of Fernley has budgeted for on-call engineering services to support ongoing development activity and internal project needs. The proposed contract renewal would allow the Engineering Department to utilize the services of a qualified engineering firm to provide a range of on-call services, including entitlement and construction permitting review, and water and sewer system modeling.

Funding Structure

The cost of services related to development projects would be borne by the applicants and will require an adjustment to the City's development fee structure

to reflect the actual cost of consultant support. Any engineering services not related to development would be funded through the Engineering Department's Professional Services budget. All work performed under this contract would be scoped and directed by the City Engineer.

History of Consultant Selection and Use

Since 2019, Shaw Engineering has been awarded this contract and renewed every fiscal year since then. The current contract expired on June 30, 2025. Staff is recommending that the City renew the contract with Shaw Engineering. Shaw Engineering has been providing review and modeling services for the City for several years and has demonstrated a high level of performance and familiarity with City standards.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

The City is bound by its own ordinances and codes to supply certain services to new development. In addition to those there are multiple Nevada Revised Statutes and Nevada Administrative Code requirements that the City as a municipality and as a utility provider are bound to uphold and/or provide. The selection of the engineer followed the requirements of Nevada Revised Statutes Chapter 625.

FINANCIAL IMPLICATIONS:

The cost of utilizing a consultant for engineering services is not

inconsequential. The City has increased its development fees in order to cover the cost of the services. The additional costs are paid by the owner or developer of the project and not the City of Fernley. Additional engineering services requested by the City that are not in connection with a proposed development will be paid out of the engineering department budget.

ATTACHMENTS:

1. FY26-27 SHAW Engineering Review Contract
2. SHAW Engineerign Services Proposal

CONTRACT

A Contract for Development Review and On-Call Engineering Support

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

and

SHAW Engineering
20 Vine Street
Reno, NV 89503

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 on September 16th, 2026 and, subject to appropriation, shall remain in full force until June 30th, 2027.

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

CONTRACT

A Contract for Development Review and On-Call Engineering Support

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 Attachment B (Fee Schedule).

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

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

If to Contractor: SHAW Engineering
20 Vine Street
Reno, NV 89503

5. **INSPECTION & AUDIT.**

- A. Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- B. Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial

CONTRACT

A Contract for Development Review and On-Call Engineering Support

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 Contractor 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.

CONTRACT

A Contract for Development Review and On-Call Engineering Support

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:

CONTRACT

A Contract for Development Review and On-Call Engineering Support

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,

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A Contract for Development Review and On-Call Engineering Support

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

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A Contract for Development Review and On-Call Engineering Support

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. SHAW Engineering has entered into a contract with Owner to perform work from THE 16th DAY OF September, 2026 to THE 30th DAY OF June, 2026 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.

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A Contract for Development Review and On-Call Engineering Support

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
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B. Commercial General Liability Insurance

1. Minimum Limits required:

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

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

COF	CTR
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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
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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"

E. Commercial Crime Insurance

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

COF	CTR
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A Contract for Development Review and On-Call Engineering Support

F. Performance Security

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

G. General Requirements.

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

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A Contract for Development Review and On-Call Engineering Support

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**

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A Contract for Development Review and On-Call Engineering Support

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

CONTRACT

A Contract for Development Review and On-Call Engineering Support

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.

CONTRACT

A Contract for Development Review and On-Call Engineering Support

- 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

CONTRACT

A Contract for Development Review and On-Call Engineering Support

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

CONTRACT

A Contract for Development Review and On-Call Engineering Support

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:

CITY OF FERNLEY

Mayor, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

CONTRACT

A Contract for Development Review and On-Call Engineering Support

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

CONTRACTOR

BY:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address:

City: State: Zip Code:

Telephone: Fax #:

E-mail Address:

(Signature of Contractor)

DATE SIGNED this ____ day of _____, 20____.



June 23, 2026

Salvador Pleitez, P.E., MBA

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

Re: **Proposal for Engineering Services
Development Reviews and On-Call Engineering Support – 2026 Renewal**

Mr. Pleitez,

Shaw Engineering (Shaw) is pleased to submit an engineering services proposal for development reviews and various on-call engineering support for the City of Fernley Engineering Department. We envision completion of the below scope of work will include costs to the City which are both recoverable and non-recoverable. In order to delineate the fees, we will refer to recoverable costs as "Task Order Authorizations" (TOAs) and non-recoverable costs as "On-Call" services. The general scope of the service requested by the City and offered within this proposal include:

Task 1.0 Development Reviews - TOAs

This task will cover full consultant engineering support to assist the City in performing consistent thorough reviews of development projects within the City. Completion of the development reviews will allow the City to increase their review capacity and provide the development community with additional city resources for review support as well as consistent review timelines. Through this task Shaw will coordinate, meet and provide review of development projects submitted to the City. Planning reviews have been included

The table below has been developed based on the City Engineering Department's breakdown of permits and support requested. The table includes the reviewing party responsible for each type of permit (City, Shaw or both). Assignment of each of the below permit reviews will be at the discretion and direction of City Staff. In order to simplify collecting permit fees, lump sum review amounts have been established for many of the permits. For permits with potential large variations in review time/costs, time and materials (T&M) fees will be authorized with a TOA and a set not to exceed (NTE) amount will be coordinated between Shaw and the City on a project-by-project basis. Review time for all standard applications will be 30 - 45 days for initial reviews and 15 to 30 days for resubmittals.

Permit Type		Reviewer (Shaw, City or Both)	Shaw Contract Review Fee
<u>Planning Fees</u>			
	Annexation	City	n/a
	Administrative Review	Shaw	\$900.00
	Planned Development	Both	T&M
	Pre-Conference Feasibility	Both	\$470.00
	Special Use Permit	Shaw	\$900.00
	Variance	City	n/a
<u>Land Division/Mapping Fees</u>			
	Abandonment	City	n/a
	Amended Map	Both	T&M
	Boundary Line Adjustment	Shaw or City	\$400.00
	Division of Land into Large Parcels, Final	Shaw	\$400.00
	Division of Land into Large Parcels, Tentative	Shaw	\$600.00
	Parcel Map, Final (no improvement plans review)	Shaw	\$600.00
	Parcel Map, Tentative	Shaw	\$800.00 + \$200/lot
	Reversion to Acreage	Shaw	\$900.00
	Roadway Dedication	City	n/a
	Subdivision Map, Tentative	Shaw	
	5-99 lots	Shaw	\$3,500.00
	100-299 lots	Shaw	\$5,500.00
	300+ lots	Shaw	\$6,500.00
	Subdivision Map, Final (no improvement plans review)	Shaw	\$350.00
	Final Improvement Plans Review (1 to 40 sheets)	Shaw	\$2,500.00 + \$100/lot
	Final Improvement Plans Review (> 40 sheets)	Shaw	\$5,500.00 + \$100/lot
<u>Grading Permit Engineering Review Fees</u>			
	50 cubic yards or less	n/a	
	51 to 100 cubic yards	Shaw	\$400.00
	101 to 1,000 cubic yards	Shaw	\$800.00
	1,001 to 10,000 cubic yards	Shaw	\$1,500.00
	10,001 to 100,000 cubic yards	Shaw	\$2,000.00
	100,001 to 200,000 cubic yards	Shaw	\$3,000.00
	200,001 or more cubic yards	Shaw	\$4,500.00
<u>Multi-Family Civil Improvement Fees (Onsite Plan Review)</u>			
	Less than or equal to 1.99 acres	Shaw	\$3,000.00
	2-14.99 acres	Shaw	\$6,000.00
	15+ acres	Shaw	\$7,500.00

Permit Type	Reviewer (Shaw, City or Both)	Shaw Contract Review Fee
<u>Commercial and Industrial Civil Improvement Fees (Onsite and Offsite Plan Review)</u>		
Less than or equal to 0.99 acres	Shaw	\$2,500.00
Greater than or equal to 1 acre	Shaw	\$4,500.00
<u>Public Improvement Permits (PIP)</u>		
Plan Review (1 to 45 sheets)	Shaw	\$2,500.00
Plan Review (>45 sheets)	Shaw	\$75.00/sheet
<u>Encroachment Permit Fees</u>		
Encroachment Permit Fee	Shaw	\$300.00
Tenant Improvement Plan Review	Shaw	\$300.00
ERC Calculation Sheet Review and Processing Fee	Shaw	\$300.00
<u>Water and Sewer Modeling</u>		
Water Pressure/Flow Check	Shaw	\$200/hr
Water Discovery/Preliminary Modeling	Shaw	\$2,500.00
Sewer Discovery/Prelim Modeling	Shaw	\$2,500.00
Water Modeling w/ NAC report and BSDW submittal (main extensions only)(includes NDEP App Fee)	Shaw	\$5,000.00
Water Modeling w/ NAC model results summary and BSDW submittal (NO main extensions) (includes NDEP App Fee)	Shaw	\$2,300.00
Sewer main extension with modeling and BWPC submittal	Shaw	\$2,300.00
Water or Sewer System Special Projects (booster station, tanks, pressure regulation stations, lift stations, interceptor extension, etc.)	Shaw	T&M
Miscellaneous Engineering/Planning Time	Both	\$200/hr
Reimbursement Agreement	Shaw	T&M
<u>Construction Support/Inspections</u>		
Pre-construction Meeting	Shaw	\$470.00
Review of revisions/changes to approved plans, support City inspector during his/her oversight of construction, conduct closeout punch list inspection, review developer submitted asbuilts, coordinate with City staff for warranty and infrastructure acceptance items and warranty walk-throughs	Shaw	T&M

All fees above are estimated to be recoverable by the City through collecting permit fees from applicants. Time and materials items will require coordination with the applicant/developer. The total contracted fees to Shaw for work under Task 1.0 will vary depending on the number and type of development reviews provided. Work will not begin on a permit until an approved TOA is provided to Shaw by the City.

Task 2.0 General Development Services Support – On-Call

This task will include providing general engineering support for overall process and coordination of City development standards. Work under this task will cover support in updates to the development code, updating the public works design standards, updating permits/applications, planning commission meetings, city council meetings, public workshops/meetings, requested coordination with other state, federal or local governmental agencies and general coordination with staff regarding process for development. General support to City Engineering Department staff for fielding development or citizen requests for information including permit requirements, submittal process and floodplain questions will be covered. This task will also include support by Shaw for projects which may require preliminary support in advance of any permit application/submittal. Services under this task will be provided at the direction of the City Engineer. Larger assignments, such as complete updates to the design standards may require a separate contract/authorization. Total authorizations under this task are limited to \$10,000 for the term of this agreement.

Task 3.0 City Infrastructure Support – On-Call

On-call general engineering support for City owned infrastructure will be provided under this task. This task will provide the Engineering Department with general support for reviewing water and sewer infrastructure, reviewing water or sewer hydraulic models, general support for streets and storm drain infrastructure and other general engineering and special services which cannot be fully described at this time. An initial budget of \$10,000 will be established for support under this task. Work under this task will be at the direction of the City Engineer. Larger scopes of work such as water or sewer master plan updates may require a separate contract/authorization.

Our services will be invoiced monthly based on time and materials for on-call services and based on lump sum fees as identified above for certain TOA services. A copy of our 2026 fee schedule is attached and will be the basis for the on-call services requested. On-call tasks as well as each TOA for development reviews will be tracked by Shaw with a unique project number.

June 23, 2026

Page 5 of 6

We appreciate the opportunity to provide these services, help augment City staff and improve the overall development process within the City of Fernley. If you have any questions please call.

Sincerely,

SHAW ENGINEERING



Cody Black, PE
Senior Principal
cody@shawengineering.com



Owen Wurgler, PE, Msc.
Project Manager
owen@shawengineering.com

2026 FEE SCHEDULE

PROFESSIONAL

Senior Principal	\$215.00/hr
Principal	\$200.00/hr
Project Manager	\$175.00/hr
Senior Engineer	\$165.00/hr
Professional Engineer II	\$155.00/hr
Professional Engineer I	\$145.00/hr
Staff Engineer II	\$125.00/hr
Staff Engineer I	\$115.00/hr
Expert Testimony	
Consultations	\$250.00/hr
Reports/Preparations	\$500.00/hr
Trial/Depositions	\$750.00/hr (4 hr.Min.)

TECHNICAL

Project Coordinator	\$110.00/hr
Drafting/Technician II	\$ 95.00/hr
Drafting/Technician I	\$ 85.00/hr
Construction Inspector II	\$115.00/hr
Construction Inspector I	\$105.00/hr

ADMINISTRATIVE

Office Administrator	\$ 95.00/hr
Administrative Assistant II	\$ 75.00/hr
Administrative Assistant I	\$ 70.00/hr

OTHER

Subconsultants	Cost + 15%
Mileage	\$0.85/mile
Per Diem	\$150.00/day
Expenses	At Cost

The cost for office equipment, office supplies, hardware and software utilized during a Project is included in the fee schedule. Per Diem applies to Construction Inspectors that are required to spend one night or more on the Project.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 16, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Ana Navarro

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

520-810-428

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to approve San Joaquin Electric, Inc.'s proposal in the amount of \$117,115 for maintenance electrical improvements associated with the Fernley Public Utility Wastewater Treatment Plant Ponds 4A & 4B Relining Project.

AGENDA ITEM BRIEF:

Maintenance electrical improvements are required to support the new aerators and turbo units, as part of the WWTP Ponds 4A & 4B Relining Project, . San Joaquin Electric, Inc. provided a proposal for \$117,115 to replace electrical termination equipment, test existing feeder conductors, and install new electrical connections for the equipment.

RECOMMENDED MOTION:

"I move to approve San Joaquin Electric, Inc.'s proposal in the amount of \$117,115 for maintenance electrical improvements associated with the Wastewater Treatment Plant Ponds 4A & 4B Relining Project."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

1. Approve the proposal as presented.

2. Approve the proposal with modifications as directed by City Council.
3. Do not approve the proposal and provide alternative direction to staff.

BACKGROUND:

The City is completing pond relining work for Ponds 4A & 4B at the Wastewater Treatment Plant (WWTP). As part of the relining project, maintenance electrical work is required to support the aerators and turbo units serving the ponds.

San Joaquin Electric, Inc. provided a proposal dated August 20, 2026, for \$117,115 to perform the required electrical work.

The proposed work includes demolition of six existing above-grade termination boxes, twelve 30-amp aerator disconnects, and three 60-amp turbo disconnects. San Joaquin Electric will furnish and install new NEMA 4X stainless-steel termination boxes and disconnects, utilizing and modifying the existing support racks with stainless-steel strut and hardware.

The work also includes Megger testing of the existing feeder conductors between the motor control center (MCC) and each field termination box to determine whether the existing conductors are suitable for reuse.

San Joaquin Electric will furnish and install new #10 4/C SOOW cable from the new termination boxes to twelve new aerators furnished by the City and new #6 4/C SOOW cable from the termination boxes to three turbo units furnished by the City. Cable connections to the existing feeder wires will be completed using power distribution blocks installed within the new termination boxes.

The proposal excludes permits, fees, bonding, special insurance requirements, temporary power and lighting, PLC and SCADA programming, new feeder conductors, underground conduit and pull boxes, and new circuit breakers, starters, timers, and relays. The contractor's scope also excludes aerators and turbo units, which the City will furnish.

Completing this maintenance electrical work will support the ongoing relining of Ponds 4A & 4B and provide the electrical connections needed for the associated aeration equipment.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

The work will be performed in accordance with applicable federal, state, and local requirements, including applicable electrical and construction codes, City requirements, and Nevada prevailing wage requirements, as applicable.

FINANCIAL IMPLICATIONS:

Funding for this work is available within the Wastewater Outside Service Electrical Fund.

ATTACHMENTS:

1. SanJoaquinElectric-WW4A&4B-Fernley
2. Proposal Fernley PUD WWTP Pond 4A & 4B

CONTRACT

A Contract for Electric Contractor Services

THIS CONTRACT is made and entered into this **September 16, 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 **San Joaquin Electric, Inc.**, a **Maintenance Electrical Construction Services** whose address is:

PO Box 30068 Stockton, CA. 95213 ("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

CONTRACT

A Contract for Electric Contractor Services

consultation with the City at such reasonable times as not to 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 Attachment B (Fee Schedule).

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

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

If to Contractor: **San Joaquin Electric, Inc.**
PO Box 30068
Stockton, CA. 95213

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

Initial
JA

Initial
OH

CONTRACT**A Contract for Electric Contractor Services**

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 Contractor 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:

CONTRACT

A Contract for Electric Contractor Services

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

CONTRACT**A Contract for Electric Contractor Services**

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

CONTRACT**A Contract for Electric Contractor Services**

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

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A Contract for Electric Contractor Services

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

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

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:

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A Contract for Electric Contractor Services

- 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.

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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).

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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.

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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"

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.

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F. Performance Security

1. Amount required: \$ _____

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A Contract for Electric Contractor Services

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

G. General Requirements.

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

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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**

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A Contract for Electric Contractor Services

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

CONTRACT**A Contract for Electric Contractor Services**

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.

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- 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

CONTRACT**A Contract for Electric Contractor Services**

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

CONTRACT

A Contract for Electric Contractor Services

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.

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CONTRACT
A Contract for Electric Contractor Services

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

CITY OF FERNLEY

APPROVED AS TO FORM:

Dated: _____

Dated: _____

City of Fernley Mayor

City Attorney

Dated: _____

ATTEST: _____
City Clerk

Dated: 9/3/2026

Signed by:


6B67B70592FF4E3
Utilities Director

Dated: 9/8/2026

DocuSigned by:


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Chief Operating Officer

CONTRACT

A Contract for Electric Contractor Services

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

CONTRACTOR

By: Jim Andrews

Title: Estimator/PM

Firm: San Joaquin Electric, Inc.

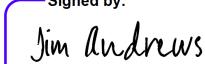
Business License #: 67932

Address: **PO Box 30068**
Stockton, CA. 95213

Telephone: 1 (209) 952-9980

Fax:

E-mail Address: jim@sjelec.net

Signed by:

2977CBEC169148F...

(Signature of Contractor)

DATED this 9/3/2026



SAN JOAQUIN ELECTRIC, INC.

8985 Double Diamond Pkwy B9 – Reno, NV 89520 Phone: (775) 220-3664

NV License #0067932 CA License #410103

DIR Registration #1000002857 * SAM #71WF3 * DUNS #004441200F

ELECTRICAL PROPOSAL

Job Name: Fernley Public Utility WWTP Ponds 4A & 4B Rehab

Bid Date: 8-20-2026

Including Addendums: None

Total Bid Amount: = \$117,115.00

Includes:

- Provide demolition of existing above grade termination box (6-total), 30A aerator disconnects (12-total), and 60A turbo disconnects (3-total). Furnish and install new N4X SST termination boxes and disconnects utilizing and modifying, with SST strut and hardware, existing support rack at each location (6-total).
- Provide Megger testing of existing feeder conductors from MCC to each field termination box to determine viability of re-use.
- Furnish and install new #10 4/C SOOW cable from new termination box to new aerators (total-12) furnished by Fernley PUD.
- Furnish and install new #6 4/C SOOW cable from new termination box to Turbo units (3-total) furnish by Fernley PUD.
- Splice cables to feeder wires using power distribution blocks mounted in new termination boxes.

Clarifications:

- Proposal based on site walk and discussions with Fernley PUD field personnel.
- All work on straight time.
- Tax & prevailing wages included.

Exclusions:

- Permits, fees, bonding (available at 1.5%), special insurance requirements.
- Temporary power, temporary lighting and controls.
- Trash dumpster & removal fees.
- Concrete equipment pads, aprons, grouting and post/pole bases.
- Field painting of conduits or equipment.
- Barrier posts/bollards.
- Saw cutting, removal & patching of concrete & A/C.
- Excavation/bedding/backfill, concrete encasement (if specified).

Exclusions continued:

- Aerators, Turbos, and support cables/tethers.
- Arc-Flash & Coordination Studies and labels.
- PLC & SCADA programming (by owner).
- New feeder conductors, UG conduit and pull boxes.
- New circuit breakers, starters, timers and relays.

This proposal is valid for thirty (30) days.

If you have any questions, please call me @ 775-220-3664.

San Joaquin Electric is a Union contractor.

Jim Andrews

Northern Nevada Division



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 16, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Chief Development Officer

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-575-730

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Consideration and possible action to approve a contract with Lumos & Associates in an amount not to exceed \$169,330 for the design of the Mayor's Pond Park.

AGENDA ITEM BRIEF:

City Council included \$100,000 for the design of the Mayor's Pond Park into the 25-26 budget, which was then rolled into the 26-27 budget. In addition, the City has received a grant from the Nevada Department of Wildlife for an additional \$100,000 that can be put towards both design and construction of the park. Therefore, staff would like to move forward with the formal design of the park in anticipation of additional funding that may become available in the coming years for the eventual construction of the park. Lumos & Associates has provided a scope of work for this design in the amount of \$169,330.

RECOMMENDED MOTION:

(If removed from the Consent Agenda)

I move to approve a contract with Lumos & Associates for an amount not to exceed \$169,330 for the design of the Mayor's Pond Park.

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

(If removed from the Consent Agenda)

I move to deny entering into a contract with Lumos & Associates for design of the Mayor's Pond Park.

BACKGROUND:

The goal of creating a public fishing pond has existed for several years. Staff has slowly put together a preliminary design, coordinated with the Bureau of Reclamation and TCID to get their buy-in to bring water from the Truckee Canal to the pond, and pursued multiple different funding options. After these years of preliminary work, staff is now ready to move forward with the preparation of the formal design of the pond and surrounding park.

Originally, the plan was to design and build the park in phases. At one point, the design for Phase 1 was discussed to be around \$25,000. The plan has since changed to design the entire park at one time, which brought the price up to the current amount of just under \$170,000. The advantage of having the overall design comes when searching for grants and other funding sources to pay for the ultimate construction of the park. Grantors prefer to see the overall design and vision for a project instead of just seeing one phase at a time. It is also easier to ensure that one phase blends smoothly into another and the construction phases are thought-out and efficient.

The City Council set aside \$100,000 for the design of the park for the 25-26 fiscal year. When that money was not spent during that year, it was rolled over to the current 26-27 fiscal year. In addition to that money, staff applied for, and was granted, an additional \$100,000 from the Nevada Department of Wildlife for the design and construction of the pond itself. This combined \$200,000 will cover the cost of design and leave a little left over to put toward construction when the time comes.

The park itself will include a variety of amenities in addition to the fishing pond. These amenities include two (2) additional sports fields that can be used by the many sports leagues that are currently running out of space to practice and play. The park will also include two (2) playgrounds, a walking path around the perimeter, tennis and pickleball courts, horseshoe pits, an archery range, and a pavilion area for group activities such as picnics, parties, or public events. On-site restrooms and paved parking will also be provided.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

None

FINANCIAL IMPLICATIONS:

The \$200,000 that has been set aside for the park design and construction to this point will cover the formal design by Lumos & Associates. This design will then be included in future grant applications which should keep the City's overall cost to a minimum.

ATTACHMENTS:

1. Contract - Pond Park Design

CONTRACT

A Contract for Professional Services

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

and

Lumos & Associates
950 Sandhill Road, Suite 100
Reno, NV 89521

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

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A Contract for Professional Services

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 contained in 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.

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

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

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

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.

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A Contract for Professional Services

- 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 Contractor 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

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A Contract for Professional Services

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.

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A Contract for Professional Services

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

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A Contract for Professional Services

ceases.

- 11. INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, and agents (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 negligent act, error, or omission, 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,

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A Contract for Professional Services

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

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

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

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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.

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B. Commercial General Liability Insurance

1. Minimum Limits required:

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

COF	CTR
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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

CONTRACT

A Contract for Professional Services

CTR

D. Umbrella or Excess Liability Insurance

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

COF

CTR

E. Commercial Crime Insurance

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

COF

CTR

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

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A Contract for Professional Services

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

CONTRACT

A Contract for Professional Services

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,

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A Contract for Professional Services

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

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(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.** Notwithstanding any provision herein to the contrary, with respect to the performance of professional services, Contractor shall exercise the same degree of care, skill, and diligence in the performance of professional services as is ordinarily possessed and exercised by a professional under similar circumstances.
- 25. 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.
- 26. 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.
- 27. 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.

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- 28. 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 mail, 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. COOPERATION OF PARTIES.** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and

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A Contract for Professional Services

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.

- 33. 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

APPROVED AS TO FORM:

Dated: _____

City of Fernley Mayor

City Attorney

ATTEST:

City Clerk

CONTRACT

A Contract for Professional Services

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

CONTRACTOR

BY: Daniel Stucky

TITLE: Director of Engineering

FIRM: Lumos & Associates

BUSINESS LICENSE #:

Address: 950 Sandhill Road, Suite 100

City: Reno State: NV Zip Code: 89521

Telephone: 775-827-6111 Fax #: N/A

E-mail Address: dstucky@lumosinc.com

(Signature of Contractor)

DATED this ____ day of _____, 20__.

STATE OF _____)

County of _____) ss

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

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 16, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Ana Navarro

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-430

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to ratify emergency electrical repair and upgrade work performed by San Joaquin Electric, Inc. at the Fernley Water Tank in response to exposed electrical cables and deteriorated electrical boxes identified by Utilities staff as an emergency health and safety concern due to the potential for public contact. The total cost is \$46,348.

AGENDA ITEM BRIEF:

Ratification of emergency electrical repairs performed to correct exposed electrical cables and unsafe electrical boxes presenting a potential public health and safety hazard.

RECOMMENDED MOTION:

"I move to approve the ratification of the emergency electrical repair and upgrade work performed at the Fernley Water Tank to correct the health and safety hazards identified by Utilities staff and authorize payment of the associated invoice in the amount of \$46,348.00."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

1. Ratify the emergency work as presented.

2. Ratify the emergency work with additional direction to staff.
3. Do not ratify the emergency work and provide alternative direction to staff.

BACKGROUND:

In August 2026, Utilities staff identified and reported an electrical condition at the facility as an emergency health and safety concern.

The reported conditions included exposed electrical cables that required repair and electrical boxes that required replacement to prevent public contact. Because the condition involved exposed electrical components in the City's water infrastructure and posed a potential risk to the public, leaving it uncorrected while completing the City's standard procurement process was not an appropriate course of action. Immediate action was necessary to secure the electrical system, eliminate the potential for public contact with unsafe electrical components, and maintain safe and reliable operation of the facility.

The City contacted San Joaquin Electric, Inc. to perform the emergency electrical repairs and upgrades. The work included removing the existing multi-conductor electrical cord, cleaning and preparing the existing conduit system for reuse, installing new traffic-rated pull boxes and lids, installing a new transformer, disconnect, and sub-panel, installing approximately 1,500 feet of new electrical conductors, and constructing a new support structure for electrical equipment at the tank.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Applicable Nevada procurement requirements provide procedures allowing a public entity to respond to emergency circumstances when immediate corrective action is necessary and delaying the work to complete normal procurement procedures would interfere with the City's ability to adequately address the emergency.

FINANCIAL IMPLICATIONS:

The total cost of the completed emergency electrical repair and upgrade work is \$46,348.00. The original scope was \$44,500. During the emergency work, additional buried conditions were encountered that required additional pull boxes and conduit work, resulting in a final amount of \$46,348.00.

ATTACHMENTS:

1. NortheastTank.Electrical.Emergency
2. Proposal Approved by BarryWilliams

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A Contract For Professional Services

THIS CONTRACT is made and entered into this **August 10, 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 **San Joaquin Electric, Inc.**, a **Emergency Electrical Construction Services** whose address is:

PO Box 30068 Stockton, CA. 95213 ("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

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A Contract For Professional Services

consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

3. **COMPENSATION AND TERMS OF PAYMENT.**

- A. Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment B and incorporated herein by this reference.
- B. Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.
- C. Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).

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

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

If to Contractor: **San Joaquin Electric, Inc.**
PO Box 30068
Stockton, CA. 95213

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

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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 Contractor 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:

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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

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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

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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

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

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

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. CONTRACTOR 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:

Initial
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- 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.

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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).

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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.

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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"

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.

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F. Performance Security

1. Amount required: \$ _____

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Contractor's Initial

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

G. General Requirements.

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

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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**

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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

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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.

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A Contract For Professional Services

- 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

CONTRACT

A Contract For Professional Services

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

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A Contract For Professional Services

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

- 33. COOPERATION OF PARTIES.** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.
- 34. NON-DISCRIMINATION.** In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

CONTRACT

A Contract For Professional Services

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

CITY OF FERNLEY

APPROVED AS TO FORM:

Dated: _____

Dated: 8/26/2026

DocuSigned by:

Aaron Mowitsen

City Attorney

City of Fernley Mayor

Dated: _____

ATTEST: _____
City Clerk

8/26/2026

Dated: _____

Signed by:

Oswald Henke

Utilities Director

8/26/2026

Dated: _____

DocuSigned by:

Barry Williams

Chief Operating Officer

Initial

MA

Contractor's Initial

Initial

OH

CoF Representative

CONTRACT

A Contract For **Professional Services**

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

CONTRACTOR

By: Jim Andrews

Title: Estimator/PM

Firm: San Joaquin Electric, Inc.

Business License #: 67932

Address: **PO Box 30068**
Stockton, CA. 95213

Telephone: 1 (775) 800-5280

Fax:

E-mail Address: jim@sjelec.net

Signed by:

Jim Andrews

2977CBEC169148F...

(Signature of Contractor)

DATED this 8/25/2026

Initial
JA

Contractor's Initial

Initial
JA

CoF Representative



SAN JOAQUIN ELECTRIC, INC.

8985 Double Diamond Pkwy B9 – Reno, NV 89520 Phone: (775) 220-3664

NV License #0067932 CA License #410103

DIR Registration #1000002857 * SAM #71WF3 * DUNS #004441200F

ELECTRICAL PROPOSAL

Job Name: Fernley Water Tank Power Repair/Upgrade

Bid Date: 8-10-2026

Including Addendums: None

Bid Item #1: Repair/Replace Power to Tank \$39,500.00

Bid Item #2: Construct New Equipment Support \$5,000.00

Total Bid Amount: = \$44,500.00

Includes:

- Remove existing multi-conductor cord from existing conduit system from pump station to water tank. Clean and swab existing 1" conduits for re-use.
- Install new N9 traffic rated pull boxes and lids at existing transition locations.
- Install new 15KVA 480V-240V N3R transformer, 30A 480V disconnect and new 60A rated sub-panel w/ circuit breakers at existing tank equipment rack.
- Install new #2 w/ #8 ground, THHN-CU conductors from existing 30A 480V circuit breaker in well pump station to new 15KVA transformer (approx. 1,500').
- Bid Item #2 is to furnish and install new strut support structure at tank for new and existing equipment.

Clarifications:

- It is assumed that existing 1" conduit system is intact. If broken or plugged, Fernley PUD will work with SJE to repair and clear.
- All work on straight time.
- Tax & prevailing wages included.
- **Lead times on new transformer is 2-3 days upon approval.**

Exclusions:

- Permits, fees, bonding (available at 1.5%), special insurance requirements.
- Temporary power, temporary lighting and controls.
- Trash dumpster & removal fees.
- Concrete equipment pads, aprons, and grouting.
- Field painting of conduits or equipment.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 16, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Olivia John, Deputy Public Works Director

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

General Fund

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to ratify an agreement with Oasis Air Conditioning & Heating to furnish and install three (3) new rooftop cooling units (RTU) at City Hall in the amount of \$47,056.36.

AGENDA ITEM BRIEF:

This is a request to ratify an agreement with Oasis Air Conditioning & Heating to furnish and install three (3) new rooftop cooling units (RTU) at City Hall in the amount of \$47,056.36.

RECOMMENDED MOTION:

"I move to approve the ratification of an agreement with Oasis Air Conditioning & Heating to furnish and install three (3) new rooftop cooling units (RTU) at City Hall in the amount of \$47,056.36."

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 and provide further direction.

BACKGROUND:

The current HVAC rooftop units for City Hall are no longer serviceable and must be replaced. Oasis Air Conditioning & Heating provided an estimate to furnish and install three new (3) RTU. Their services will include the procurement of three new packaged units, tying into existing curb, ductwork, natural gas supply, line-voltage power, and low-voltage controls. The agreement must be ratified in order for work to commence.

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. RTU replacement - Oasis HVAC



Oasis Air Conditioning, Heating and Sheet Metal, Inc.
1127 Allen Rd, Fallon, Nevada 89406-3152
(775) 423-5258
15157, 15157A NV

BILL TO

Fernley Nevada City Hall
595 Silverlace Boulevard
Fernley, NV 89408 USA

ESTIMATE
21063187

ESTIMATE DATE
Aug 05, 2026

JOB ADDRESS

Fernley Nevada City Hall
595 Silverlace Boulevard
Fernley, NV 89408 USA

Job: 20996238

ESTIMATE DETAILS

RTU replacement: Furnish and install three new package units. Tying into existing curb, ductwork, natural gas supply, line-voltage power, and low-voltage controls. Permits will be added to the final billing and are in addition to the bid price.

We exclude: all fees, bonds, connection to existing fire alarms, and prevailing wages.

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
Install labor-local	Equipment installation labor done in Fallon	1.00	\$7,830.00	\$7,830.00
Crane	Crane charge	1.00	\$2,750.00	\$2,750.00
GA262	LGX060S5BQ GE/5T/108K-2/460-3/HPE w/ economizer and coil hail guard	3.00	\$11,436.00	\$34,308.00
LGX060S5BQ				

Materials

MATERIAL	DESCRIPTION	QUANTITY	YOUR PRICE	YOUR TOTAL
Misc. parts	Misc. non inventory items	1.00	\$980.00	\$980.00
TH8320R1003	Honeywell TH8320R Vision Pro 8000	3.00	\$396.12	\$1,188.36

SUB-TOTAL	\$47,056.36
TAX	\$0.00
TOTAL	\$47,056.36

This price is good for thirty (30) days. Due to market volatility, all quotes beyond 30 days may be subject to a price increase.

Thank you for choosing Oasis Air Conditioning, Heating, and Sheet Metal, Inc.

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Oasis Air Conditioning, Heating and Sheet Metal, Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 16, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Olivia John, Deputy Public Works Director

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

General Fund

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible action to approve a contract with A&K Earth Movers to complete utility service connections for the two (2) newly installed modular office buildings in the amount of \$82,475.00.

AGENDA ITEM BRIEF:

This is a request to approve a contract with A&K Earth Movers to complete utility service connections for the two (2) newly installed modular office buildings in the amount of \$82,475.00.

RECOMMENDED MOTION:

"I move to approve a contract with A&K Earth Movers to complete utility service connections for the newly installed modular office buildings in the amount of \$82,475.00."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

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

BACKGROUND:

In FY 25-26, the City acquired two triple-wide modular office buildings from Willscot for the Cottonwood Yard and East Wastewater Treatment Plant. Installation was completed in July 2026. Utility connections are required to enable City staff to occupy the additional office space. City staff is seeking approval of the attached contract with A&K Earth Movers to initiate this project. The total cost of the project will be \$82,475.00.

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. A&K Earth Movers Contract
2. City of Fernley Utility Tie-Ins Revised

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A Contract For Professional Services

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

and

A&K Earth Movers

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

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A Contract For Professional Services

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

3. **COMPENSATION AND TERMS OF PAYMENT.**

- A. Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment B and incorporated herein by this reference.
- B. Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.
- C. Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).

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

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

If to Contractor: A&K Earth Movers
 515 Windwill Drive
 Fallon, NV 89406

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

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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 Contractor 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

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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

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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

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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

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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 16 DAY OF SEPTEMBER 2026 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

CONTRACT

A Contract For Professional Services

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.

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B. Commercial General Liability Insurance

1. Minimum Limits required:

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

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

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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.

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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"

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.

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F. Performance Security

1. Amount required: \$ 0

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

G. General Requirements.

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

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A Contract For Professional Services

(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.**

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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

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A Contract For Professional Services

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

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A Contract For Professional Services

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

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A Contract For Professional Services

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

CONTRACT

A Contract For Professional Services

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:

CITY OF FERNLEY

Mayor, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Engineering Office
12251 Truckee Canyon Ct
Sparks, NV 89434
P: (775)825-1636
F: (775)825-6171



Main Office
515 Windmill Dr
Fallon, NV 89406
P: (775)423-6085
F: (775)423-8410

City of Fernley
595 Silver lace Blvd
Fernley, NV 89408

August 21, 2026

Subject: COF Utility Tie-Ins Revised

Mr. Hearn,

A&K Earth Movers is pleased to provide the following proposal for your review:

Item #	Description	Qty	Unit	Unit Price	Ext Price
100	Mobilization	1	LS	\$3,000.00	\$3,000.00
Mobilization					\$3,000.00
200	3/4" Poly Domestic Water	285	LF	\$ 50.00	\$14,250.00
205	1.5" Force Main Sanitary Sewer	300	LF	\$ 75.00	\$22,500.00
210	E-One Unit	1	LS	\$22,000.00	\$22,000.00
215	Raise Valve Boxes	4	EA	\$1,000.00	\$4,000.00
Cottonwood Yard					\$62,750.00
300	1" Poly Domestic Water	8	LF	\$ 85.00	\$7,225.00
305	3" Sanitary Sewer	60	LF	\$ 125.00	\$7,500.00
310	Raise Valve Boxes	2	EA	\$1,000.00	\$2,000.00
WW Plant					\$16,725.00
Grand Total:					\$82,475.00

This proposal is valid for 30 days and shall become an integral part of any and all contract and/or subcontract agreements. Please note that this proposal is presented as a complete scope package. If the owner/general contractor desires to eliminate any items, the pricing of the remaining items may need to be adjusted. Proposal is based on the plans and specifications listed below.

1. Quantities provided by owner
2. Images provided by owner
3. City of Fernley Standard Detail for E-One Unity
4. Private Wages used in this proposal

If you have any questions or require additional information, feel free to contact us at 775-825-1636 or via email at jzamora@akearthmovers.com.

City of Fernley Representative:

A&K Earth Movers Representative:

Signature: _____

Signature: _____

Name: _____

Name: _____



NV CL #A-24548
NV CL #B-77821
CA CL #A-339463



Engineering Office
12251 Truckee Canyon Ct
Sparks, NV 89434
P: (775)825-1636
F: (775)825-6171



Main Office
515 Windmill Dr
Fallon, NV 89406
P: (775)423-6085
F: (775)423-8410

Date: _____

Date: _____

COTTONWOOD INCLUSIONS:

1. Mobilization & Supervision: Based on 1 mobilization
2. Dust Control: To be provided while A&K crews onsite and based on 1 water truck being required by dust control permit
3. Water Utilities: Tie into existing meter and install ¾" domestic service line
4. Sewer Utilities: Core into existing manhole and tie in 1.5" sewer force main, tie 3" sewer into trailer. Installation of E-one unit and tie into sewer line
5. Raise Iron: Raise valve boxes

WASTE WATER PLANT INCLUSIONS:

1. Mobilization & Supervision: Based on 1 mobilization
2. Dust Control: To be provided while A&K crews onsite and based on 1 water truck being required by dust control permit
3. Water Utilities: Tie into existing 1" line and install 1" domestic water
4. Sewer Utilities: Core into existing septic tank and install 3" sanitary sewer service. Tie 3" sewer into trailer
5. Raise Iron: Raise valve boxes

EXCLUSIONS:

1. Items not specifically included above
2. Electrical trench, backfill, or conduit install to E-One Unit
3. Performance & Payment Bond – Add 1.2% if required
4. Permits, Fees (inc. Encroachment Permit)
5. Survey, staking, testing, inspections & other professional services
6. Over-Excavation of unsuitable materials and/or import of structural fill
7. Landscape features such as walls, topsoil, sod, rip-rap, irrigation, etc.
8. Removal of other contractor's debris and/or trash
9. Interior utilities
10. Pest & Weed control
11. Revisions to the utilities by governing agencies
12. Removal & disposal of hazardous and/or contaminated materials



NV CL #A-24548
NV CL #B-77821
CA CL #A-339463





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 16, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Brenda Gosser

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

510-166-100

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to approve change orders 1-4, a contract amendment with A & K Earth Movers, Inc. for the Mesa Drive Water Main Extension Project in the amount not to exceed \$50,566.02.

AGENDA ITEM BRIEF:

Staff is seeking approval to execute change orders 1-4, a contract amendment with A & K Earth Movers, Inc. for the Mesa Drive Water Main Extension Project.

RECOMMENDED MOTION:

"I Move to approve change orders 1-4, a contract amendment with A & K Earth Movers, Inc. for the Mesa Drive Water Main Extension Project in the amount not to exceed \$55,066.02."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

The project includes construction of approximately 700 LF new 8-in PVC C900 water main from existing 12-in

water main in Mesa Drive to point of connection with existing 8-in water main that comes from water treatment plant interior fire loop; existing 8-in main from plant fire loop to future point of connection will be retired in place.

Proposed 8-in main is located within Mesa Drive (City of Fernley right-of-way) and City of Fernley Property (along north bank of TCID ditch, and immediately outside of TCID ditch easement). The water main will cross under the TCID ditch easement in a 16-in steel carrier pipe.

A & K Earth Movers, Inc was the bid winner for this project. The contract for this water main extension of Mesa Drive was approved by Council on 7/15/2026, in the amount of \$245,000.00, which included \$25,000.00 in contingency labeled: Force Account.

During the bidding of the project, staff observed a need to include a TEE and valve/blind flange for future connection. Because the project was in the middle of the bid process, staff was advised to make the request after a contractor was selected. The request was submitted to A & K Earth Movers, Inc., during the pre-construction meeting and it is labeled Change Order 1. The total cost of this addition will be \$7,309.91 and this amount is being covered by the Force Account funds, included in the original contract with A & K Earth Movers, Inc.

The project started on August 24 and during excavation of the site, staff requested that a 1" service line from proposed 8" main to existing meter box be installed to replace an outdated line that would not work with the current main extension. This is labeled Change Order 2. The total cost of this addition will be \$3,504.50 and this amount is being covered by the Force Account funds, included in the original contract with A & K Earth Movers, Inc.

A & K Earth Movers struggled to locate the existing water main to the West point of connection, by following the As-Builts provided by the City. They had to pothole to locate the existing water main, which was located at a greater depth than the As-Builts stated. A new design had to be drafted to account for the new connections that would be required for the new 8" main, including vertical offsets to bring pipe up to proposed depth and to backfill the tie in. This is labeled Change Order 3. The total cost of this addition will be \$16,277.11 and this amount is requested as an addition to the original contract amount. This request is also adding 2 working days to the original agreed upon schedule, extending the substantial completion to 27 working days and the ready for final payment date to 32 working days.

Based on the new design as drafted by the City's consultant, JUB Engineers, A & K Earth Movers was requested to increase their scope of work for the East point of connection. The work to be performed includes trench, install and backfill 100 LF of new 12" C900 water main to bring 8" connection at road crossing and remove 500 SF of existing asphalt, prep, subgrade, place aggregate base and path back in roadway limits. This is labeled Change Order 4. The total cost of this addition will be \$34,288.91 and this amount is requested as an addition to the original contract amount. This request is adding an extra 2 working days to the schedule, extending the substantial completion to 29 working days and the ready for final payment date to 34 working days.

Change Order totals:

Change Order 1 total: \$7,309.91 (covered by original contract)

Change Order 2 total: \$3,504.50 (covered by original contract)

Change Order 3 total: \$16,277.11

Change Order 4 total: \$34,288.91

Total additional construction funds being requested: \$50,066.02

Total amount of contract with A & K Earth Movers, Inc. for the Mesa Drive Water Main Extension: \$295,066.02.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 338 - Public Works

FINANCIAL IMPLICATIONS:

The funding for this Construction Project was approved previously by the City Council for the 2025/2026 Budget and has been included in the current budget for fiscal year 2026/2027. The funding will be financed from the Water Enterprise Funds 510-166-100.

ATTACHMENTS:

1. 2026.07.28 AK_Earth_Movers_Mesa_Dr_Long_contract_EXECUTED
2. 2026.09.03 CO#01 - Executed
3. 2026.09.03 CO#02 - Executed
4. 2026.09.04 CO#04 - Executed
5. 2026.09.04 CO#03 - Executed

CONTRACT**A Contract For Professional Services**

THIS CONTRACT is made and entered into this 15 day of July, 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 A & K Earth Movers, Inc., a corporation, whose address is: 515 Windmill Drive, Fallon, NV 89406 ("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.

DS
TH
Contractor's Initial

Initial
AH
CoF Representative
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CONTRACT**A Contract For Professional Services**

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

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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.

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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,

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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.

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

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

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

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terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and

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

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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).

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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.

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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"

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.

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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.

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

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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.**

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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.

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- 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

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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

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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 mail, 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.

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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: 7/24/2026

CITY OF FERNLEY

Signed by:

Neal E McIntyre

1891B7BC709A28E
City of Fernley Mayor

Dated: 7/28/2026

ATTEST:

DocuSigned by:

Kimberly Swanson

F662BFC74EBE490...
City Clerk

Dated: 7/24/2026

Signed by:

Oswald Henke

8B67B78532EF4E9...
Utilities Director

Dated: 7/28/2026

DocuSigned by:

Barry Williams

29E2E28C34CB4D9...
Chief Operating Officer

APPROVED AS TO FORM:

Dated: 7/28/2026

DocuSigned by:

Aaron Mourtisen

E1B7423F318C463...
City Attorney

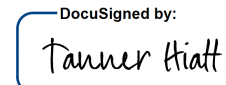
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CONTRACTOR, being first duly sworn, deposes and says: That CONTRACTOR. is the Contractor; that NAME OF PERSON REPRESENTING CONTRACTOR has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

By: Tanner Hiatt
 Title: Secretary
 Firm: A&K Earth Movers, Inc.
 Business License #: BL01-1074
 Address: PO Box 1059
 City: Fallon
 State: NV
 Zip Code: 89407
 Telephone: 775-423-6085
 Fax: _____
 E-mail Address: tanner.hiatt@akearthmovers.com

DocuSigned by:

IP767E9635D34CC

 (Signature of Contractor)

DATED this 20 day of July, 2026.

BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: City of Fernley, 595 Silver Lace Blvd., Fernley, Nevada, 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—ATTACHMENTS TO THIS BID

- 2.01 Bidders are instructed to complete and return the following forms as part of the bid package in order for their bids to be complete. If a contractor fails to submit the following forms the contractors bid will be deemed not responsive.

- A. X Bid Form
- B. X Bid Schedule
- C. X Bid Bond
- D. X Bidder's Qualification Statement
- E. X List of Proposed Subcontractors (Submitted with Bid)
- F. X Evidence of Authority to do business in the State of Nevada (on bidder supplied form)
- G. X Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- H. X If claiming Nevada Preferential Bidder Status, attach required affidavits and other appropriate information in accordance with the requirements of NRS 338

Within 2 hours after the completion of the opening of the bids, the Contractors who submitted the three lowest bids are instructed to complete and return the following forms to complete the bid package. If a contractor fails to submit the following forms within 2 hours of the bid closing the contractors bid will be deemed not responsive.

- I. X List of Subcontractors (Submitted after Bid)
- J. X If claiming Nevada Preferential Bidder Status, affidavits and other appropriate information in accordance with the requirements of NRS 338 (See NRS 338.1389(2)(a)(3))

ARTICLE 3—BASIS OF BID

3.01 Bidder will complete the Work in accordance with the Contract Documents for the unit prices indicated in **ARTICLE 7 – BID SCHEDULE**.

3.02 Bidder acknowledges that:

- A. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- B. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 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.

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

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
1	5/21/2026

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Bidder understands and agrees that all documents submitted, filed or deposited with Owner, unless designated as confidential by a specific statute of the State of Nevada and properly marked to that effect by Bidder, will be subject to Nevada's Public Records Laws (Chapter 239 of the Nevada Revised Statutes), and will be available for inspection and copying by any person or governmental entity at any time after Bid Opening.
12. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications**A. The Bidder certifies the following:**

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. 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.
 - c. 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.
 - d. 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.

ARTICLE 7—BID SCHEDULE

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	\$12,945.00	\$ 12,945.00
2	Furnish & Install Traffic Control	1	LS	\$1,000.00	\$ 1,000.00
3	Furnish & Install 8-in C900 PVC Water Main	673	LF	\$125.00	\$ 84,125.00
4	Furnish & Install 8-in Restrained Joint DIP	66	LF	\$355.00	\$ 23,430.00
5	Furnish & Install 16-in Std Steel Carrier Pipe	40	LF	\$335.00	\$ 13,400.00
6	Furnish & Install 8-in Gate Valve	3	EA	\$4,000.00	\$ 12,000.00
7	Furnish & Install Combination Air Release Valve Assembly	2	EA	\$15,000.00	\$ 30,000.00
8	Furnish & Install Tracer Wire Test Station	2	EA	\$1,200.00	\$ 2,400.00
9	Furnish & Install 8-in Concrete Ditch Liner	580	SF	\$55.00	\$ 31,900.00
10	Furnish & Install Permanent AC Patch	1	LS	\$8,800.00	\$ 8,800.00
11	Force Account	1	FA	\$25,000.00	\$ 25,000

Total in Words: Two hundred forty five thousand dollars and zero cents

Check one:

X We qualify and claim Preferential Bidder Status as specified in NRS 338.147 and **have attached the appropriate information** in accordance with the requirements of NRS 338.

 We do not qualify for the Preferential Bidder Status as specified in NRS 338.147

CHANGE ORDER NO.: 1

Owner: City of Fernley
Engineer: J-U-B Engineers, Inc.
Contractor:
Project: Mesa Drive Water Main Extension
Contract Name:
Date Issued: 8/25/26
Owner's Project No.: 2025.005.01
PWP No.: LY-2026-187
Contractor's Project No.:
Effective Date of Change Order: 8/25/26

The Contract is modified as follows upon execution of this Change Order:

Description:

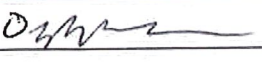
See Attached

Attachments:

Mesa Drive Water Main Co 01 Breakdown

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 245,000	Original Contract Times: Substantial Completion: 25 w.d. Ready for final payment: 30 w.d.
[Increase] [Decrease] from previously approved Change Orders: \$ n/a	[Increase] [Decrease] from previously approved Change Orders: Substantial Completion: 0 w.d. Ready for final payment: 0 w.d.
Contract Price prior to this Change Order: \$ 245,000	Contract Times prior to this Change Order: Substantial Completion: 25 w.d. Ready for final payment: 30 w.d.
Force Account authorized for this Change Order: \$ 7,309.91	[Increase] [Decrease] this Change Order: Substantial Completion: 0 w.d. Ready for final payment: 0 w.d.
Contract Price incorporating this Change Order: \$ 245,000	Contract Times with all approved Change Orders: Substantial Completion: 25 w.d. Ready for final payment: 30 w.d.

Reviewed by Engineer
By: 
Title: Mike Wilhelm, P.E. - Project Manager
Date: 8/25/26

Authorized by Owner
By: 
Title: Ozzie Henke - Utilities Director
Date: 8/25/26

Accepted by Contractor

Justin McArthur - Project Manager/Estimator
08/30/26

Approved by Funding Agency (if applicable)
N/A

Contractor's Summary

NAME: A & K Earth Movers, Inc.
 PROJECT: Mesa Drive Water Main Extension
 PROJECT #: PWP# LY-2026-187
 T&M: CO # 01
 LOCATION: Fernley, Nevada
 SALES TAX % 7.10%



Day Performed:

Scope of Work Description: Replace proposed 90 degree fitting with a TEE and add one valve and blind flange for future connection.

LABOR:

Name	Class	Std. Hours	OT Hours	Std Rate	OT Rate	Total
Leadman / Foreman	Foreman	2.00		\$93.57		\$187.14
Excator Operator	Operator	2.00		\$91.69		\$183.38
Loader Operator Grp 10	Operator	2.00		\$91.20		\$182.40
Laborer Grp 1 (Gen. Lab)	Labor	2.00		\$60.88		\$121.76
Laborer Grp 4 (Pipelayer)	Labor	2.00		\$61.45		\$122.90
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
LABOR TOTALS:						\$797.58

EQUIPMENT:

Equipment Type	Hours	Rate	Total
Foreman Truck	2.00	\$25.00	\$50.00
JD 245 Excavator	2.00	\$150.00	\$300.00
JD 544K Loader	2.00	\$130.00	\$260.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
EQUIPMENT TOTALS:			\$610.00

MATERIALS:

Description	Quantity	Unit	Cost Per Unit	Total
Tie-in Change	1.00	LS	\$4,661.09	\$4,661.09
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
MATERIAL TOTALS:				\$4,661.09

SUMMARY:

Labor Totals:	\$797.58
Equipment Totals:	\$610.00
Material Totals:	\$4,661.09
Sales Tax:	\$330.94
Mark up @ 15%	\$910.30
TOTAL COST	\$7,309.91



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

TO: A&K EARTHMOVERS INC.
"MESA DRIVE WATER MAIN EXTENST
MESA DR
FERNLEY, NV 89408

DATE: 05/18/26 NO. 26160
EFFECTIVE 05/18/26 TO 06/26/26

TERMS: 2% 10TH PAGE# 1
FOB: JOBSITE
PREP. BY: ROD SMITH
775-353-0231
rsmith@goblue team.com

JOB:MESA DR WATER MAIN EXT

REMARKS:

- * FERNLEY *
- * BUY AMERICA REQUIREMENTS *
- * ADDED NEW TIE IN PARTS 8/21/26 * ROSI

8 ==> TIE IN CHANGE

1	WFD2210390	8 USA FLG T	1697.33	1697.33
1	WVI1305150	8 FLG X FLG RW VLV EPOXY IN/OUT	2135.23	2135.23
1	WFD2211740	8 USA DI BLIND FLG	364.17	364.17
2	WAZ1303151	6-8 150 NUCOR GR5 T2000 BLUE DOM BN&W SE	73.40	146.80
2	WAZ1301073	8 FULL FACE FLG TYTE GSKT	25.34	50.68
1	WBZ1311240	G5 CONC VLV BOX *DOMESTIC*	97.63	97.63
1	WBZ1311245	G5 CI LID WTR *DOMESTIC*	60.55	60.55
5	WPZ1A01150	8 X 20 DR18 CL235 PVC C900 PIPE * FOR RISER PIPE *	21.74	108.70

Qty	Part #	Description	Price.....	Extended
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SEGMENT 8 TOTAL

4,661.09

CHANGE ORDER NO.: 2

Owner: City of Fernley Owner's Project No.: 2025.005.01
 Engineer: J-U-B Engineers, Inc. PWP No.: LY-2026-187
 Contractor: Contractor's Project No.:
 Project: Mesa Drive Water Main Extension
 Contract Name:
 Date Issued: 8/27/26 Effective Date of Change Order: 8/27/26

The Contract is modified as follows upon execution of this Change Order:

Description:

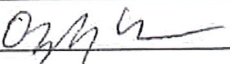
See Attached

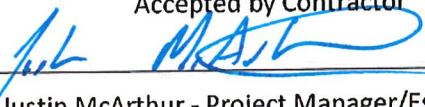
Attachments:

Mesa Drive Water Main Co 02 Breakdown

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 245,000	Original Contract Times: Substantial Completion: 25 w.d. Ready for final payment: 30 w.d.
[Increase] [Decrease] from previously approved Change Orders: \$ n/a	[Increase] [Decrease] from previously approved Change Orders: Substantial Completion: 0 w.d. Ready for final payment: 0 w.d.
Contract Price prior to this Change Order: \$ 245,000	Contract Times prior to this Change Order: Substantial Completion: 25 w.d. Ready for final payment: 30 w.d.
Force Account authorized for this Change Order: \$ 3,504.50	[Increase] [Decrease] this Change Order: Substantial Completion: 0 w.d. Ready for final payment: 0 w.d.
Contract Price incorporating this Change Order: \$ 245,000	Contract Times with all approved Change Orders: Substantial Completion: 25 w.d. Ready for final payment: 30 w.d.

Reviewed by Engineer
 By: 
 Title: Mike Wilhelm, P.E. - Project Manager
 Date: 8/27/26

Authorized by Owner
 By: 
 Title: Ozzie Henke - Utilities Director
 Date: 8/27/26

Accepted by Contractor

 Justin McArthur - Project Manager/Estimator
 08/30/26

Approved by Funding Agency (if applicable)
 N/A

Contractor's Summary

NAME: A & K Earth Movers, Inc.
 PROJECT: Mesa Drive Water Main Extension
 PROJECT #: PWP# LY-2026-187
 T&M: CO # 02
 LOCATION: Fernley, Nevada
 SALES TAX % 7.10%



Day Performed:

Scope of Work Description: Install 70 LF of new 1" service line from proposed 8" main to existing meter box.

LABOR:

Name	Class	Std. Hours	OT Hours	Std Rate	OT Rate	Total
Leadman / Foreman	Foreman	3.00		\$93.57		\$280.71
Excator Operator	Operator	3.00		\$91.69		\$275.07
Loader Operator Grp 10	Operator	3.00		\$91.20		\$273.60
Laborer Grp 1 (Gen. Lab)	Labor	3.00		\$60.88		\$182.64
Laborer Grp 4 (Pipelayer)	Labor	3.00		\$61.45		\$184.35
Truck Driver (End Dump)	Labor	2.00		\$39.43		\$78.86
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
LABOR TOTALS:						\$1,275.23

EQUIPMENT:

Equipment Type	Hours	Rate	Total
Foreman Truck	3.00	\$25.00	\$75.00
JD 245 Excavator	3.00	\$150.00	\$450.00
JD 544K Loader	3.00	\$130.00	\$390.00
Semi End Dump Truck	2.00	\$100.00	\$200.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
EQUIPMENT TOTALS:			\$1,115.00

MATERIALS:

Description	Quantity	Unit	Cost Per Unit	Total
1" Service & Parts	1.00	LS	\$342.65	\$342.65
1" CTS	70.00	LF	\$1.09	\$76.30
Class A Bedding Sand	25.00	TN	\$8.00	\$200.00
				\$0.00
				\$0.00
				\$0.00
MATERIAL TOTALS:				\$618.95

SUMMARY:

Labor Totals:	\$1,275.23
Equipment Totals:	\$1,115.00
Material Totals:	\$618.95
Sales Tax:	\$43.95
Mark up @ 15%	\$451.38
TOTAL COST	\$3,504.50

CHANGE ORDER NO.: 4

Owner: City of Fernley Owner's Project No.: 2025.005.01
Engineer: J-U-B Engineers, Inc. PWP No.: LY-2026-187
Contractor: Contractor's Project No.:
Project: Mesa Drive Water Main Extension
Contract Name:
Date Issued: 9/2/26 Effective Date of Change Order: 9/2/26

The Contract is modified as follows upon execution of this Change Order:

Description:

See Attached

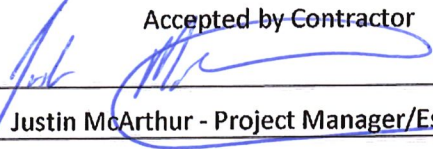
Attachments:

Mesa Drive Water Main Co 04 Breakdown

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 245,000	Original Contract Times: Substantial Completion: 25 w.d. Ready for final payment: 30 w.d.
[Increase] [Decrease] from previously approved Change Orders: \$ 16,277.11	[Increase] [Decrease] from previously approved Change Orders: Substantial Completion: 2 w.d. Ready for final payment: 2 w.d.
Contract Price prior to this Change Order: \$ 261,277.11	Contract Times prior to this Change Order: Substantial Completion: 27 w.d. Ready for final payment: 32 w.d.
Increase authorized for this Change Order: \$ 34,288.91	Increase this Change Order: Substantial Completion: 2 w.d. Ready for final payment: 2 w.d.
Contract Price incorporating this Change Order: \$ 295,566.02	Contract Times with all approved Change Orders: Substantial Completion: 29 w.d. Ready for final payment: 34 w.d.

Reviewed by Engineer
By: 
Title: Mike Wilhelm, P.E. - Project Manager
Date: 9/2/26

Authorized by Owner
By: 
Title: Ozzie Henke - Utilities Director
Date: 9/2/26

Accepted by Contractor

Justin McArthur - Project Manager/Estimator

Approved by Funding Agency (if applicable)
N/A

CHANGE ORDER NO.: 3

Owner: City of Fernley
Engineer: J-U-B Engineers, Inc.
Contractor:
Project: Mesa Drive Water Main Extension
Contract Name:
Date Issued: 9/2/26 Effective Date of Change Order: 9/2/26

Owner's Project No.: 2025.005.01
PWP No.: LY-2026-187
Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:

Description:

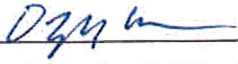
See Attached

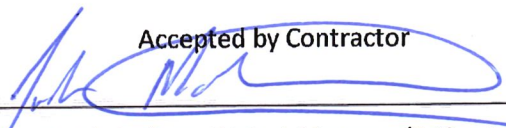
Attachments:

Mesa Drive Water Main Co 03 Breakdown

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 245,000	Original Contract Times: Substantial Completion: 25 w.d. Ready for final payment: 30 w.d.
[Increase] [Decrease] from previously approved Change Orders: \$ 0	[Increase] [Decrease] from previously approved Change Orders: Substantial Completion: 0 w.d. Ready for final payment: 0 w.d.
Contract Price prior to this Change Order: \$ 245,000	Contract Times prior to this Change Order: Substantial Completion: 25 w.d. Ready for final payment: 30 w.d.
Increase authorized for this Change Order: \$ 16,277.11	Increase this Change Order: Substantial Completion: 2 w.d. Ready for final payment: 2 w.d.
Contract Price incorporating this Change Order: \$ 261,277.11	Contract Times with all approved Change Orders: Substantial Completion: 27 w.d. Ready for final payment: 32 w.d.

Reviewed by Engineer
By: 
Title: Mike Wilhelm, P.E. - Project Manager
Date: 9/1/26

Authorized by Owner
By: 
Title: Ozzie Henke, Utilities Director
Date: 9/2/26

Accepted by Contractor

Justin McArthur - Project Manager/Estimator

Approved by Funding Agency (if applicable)
N/A



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 16, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Braelyn Birkel, Administrative Specialist II

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

100-529-320

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Action to approve a contract for on call inspection services and engineering support services with NCE.

AGENDA ITEM BRIEF:

This agenda item will renew a contract with NCE so that the engineering department can continue to utilize their services for on-call quality assurance inspections and other engineering services. The City has contracted with NCE for these on-call inspection services since March of 2017.

RECOMMENDED MOTION:

"I move to approve of a contract with NCE for on-call inspection services."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose to not approve of the contract. The Council could direct staff to advertise a request for qualifications in order to select a new firm to cover the quality assurance inspections or they could elect to not have the inspections performed and direct staff to make the necessary changes to the City of Fernley Design Standards and other documents to reflect the new policy.

BACKGROUND:

Historically, the City has contracted with a consultant to complete these types of inspections. 2010 was the final year that the City used a consultant to perform inspections for the public infrastructure portion of development projects. Prior to 2010, the City utilized CIA Inspection Services as the City's quality assurance inspector. This contract was eliminated due to budget issues and the economic downturn affecting the nation and the region. The responsibility to perform these inspections was then written into the job description of the City Engineer. With development increasing within the City, having the City Engineer perform these duties is not practical as the number of inspections has increased and the inspections often consume a large amount of time. Having someone either employed by the City or under contract with the City, available to perform these inspections and focus on each project help to ensure that the infrastructure the City is taking ownership of is built to standard.

Staff found that the cost to hire a full time employee would be in excess of \$80,000 including salary and benefits. The cost to perform the inspections with a consultant is much less. The cost for development related inspections is passed through to the applicant of the development project so the City does not spend tax dollars to subsidize the development. Since it is an on-call contract, the City will only be invoiced when there are projects that require quality assurance inspections so we are not paying an employee during periods when there is a lull in construction and inspections aren't needed. The cost for other support services such as constructability reviews, pavement evaluations/recommendations, and code recommendations for updates, etc. will be at the discretion of the City Engineer and will be paid out of the Professional Services-Engineering line item of each budget.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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

FINANCIAL IMPLICATIONS:

The fees for inspecting development projects will be paid by developers. Costs for City tasks will be paid out of the Professional Services-Engineering line item of each budget.

ATTACHMENTS:

1. FY26-27 NCE Inspection Contract
2. FY26-27 NCE Proposal

CONTRACT

A Contract for On-Call Inspection and Support Services

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

and

Nichols Consulting Engineers, CHTD (NCE)
300 E 2nd Street, Suite 1210
Reno, NV 89501

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 on September 16th, 2026 and, subject to appropriation, shall remain in full force until June 30th, 2027.

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

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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 Attachment B (Fee Schedule).

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

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

If to Contractor: Nichols Consulting Engineers, CHTD (NCE)
 300 E 2nd Street, Suite 1210
 Reno, NV 89501

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

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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 Contractor 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.

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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:

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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,

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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

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

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

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. SHAW Engineering has entered into a contract with Owner to perform work from THE 16th DAY OF September, 2026 to THE 30th DAY OF June, 2026 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.

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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.

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B. Commercial General Liability Insurance

1. Minimum Limits required:

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

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

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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.

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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"

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.

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F. Performance Security

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

G. General Requirements.

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

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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**

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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

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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.

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- 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

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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

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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:

CITY OF FERNLEY

Mayor, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

CONTRACT

A Contract for On-Call Inspection and Support Services

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

CONTRACTOR

BY:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address:

City: State: Zip Code:

Telephone: Fax #:

E-mail Address:

(Signature of Contractor)

DATE SIGNED this ____ day of _____, 20____.



July 20, 2026

Salvador Pleitez
City Engineer
City of Fernley Public Works
595 Silver Lace Blvd.
Fernley, NV 89408

Subject: City of Fernley On-Call Inspection and Support Services

Dear Mr. Pleitez:

NCE is pleased to submit this proposal to provide miscellaneous inspection and engineering support services to the City of Fernley.

Project Understanding: The City of Fernley is interested in having NCE provide miscellaneous inspection and engineering support services for fiscal year 2026-2027.

Pursuant to our discussions, it is our understanding we will have two main tasks under one contract. One task will be for construction inspection and field support. The second task will be for staff augmentation, engineering and office support.

We understand your needs may include, but are not limited to: providing quality assurance inspection (QAI) services including office and field support for Development and Capital Improvement Projects as well as other field or construction inspection support requested by the City.

Primary Task - Construction Inspections and Field Support: Services including inspections typically conducted by the engineering division for various projects including new and existing sub-divisions, new development, including but not limited to the installation of water distribution improvements, sewer infrastructure improvements, street and public right-of way excavation, roadway construction, surface treatments, drainage improvements, driveway, sidewalk and curb ramp improvements, preconstruction and construction meetings and other miscellaneous office and field support services requested by the City.

Secondary Task - Staff Augmentation, Engineering and Office Support: Services including review of plans, specifications and submittals, third party constructability plan review, attend meetings for proposed projects within the public right-of-way, engineering and AutoCAD support, GIS support, providing cost effective recommendations for improving existing conditions of the City's infrastructure, including drainage issues and surface improvements, and other miscellaneous office support requested by the City.

Proposed Schedule: NCE will work with the City on the schedule for each project and can generally respond within twenty-four (24) hours of a request from the City.

Compensation: NCE proposes to provide our services on a time and expense basis in accordance with our Schedule of Charges, included as Attachment 1. All services will be on-call per request by the City. The City can

300 E. 2nd Street, Suite 1210
Reno, NV 89501
(775) 329-4955

choose to redefine tasks as needed in this proposal. It is also understood funds can be moved between tasks if requested by the City.

The primary task will be funded through development fees collected by the City. Compensation amounts will vary and will be determined based on the type of project. Individual task order authorizations will be provided by the City for each Project. NCE will designate each task with the same number as the City assigned project number to clearly and efficiently track costs. The City will also assign a general task number for miscellaneous projects that do not have a specific project number.

Miscellaneous expenses such as vehicles, mileage, supplies, and photocopies are included in the standard hourly rate and no additional fees for these expenses will be charged.

The secondary task will be funded by either a separate not-to-exceed contract or through a task order authorization issued by the City to be allocated between tasks or sub-tasks as determined by the City.

We appreciate the opportunity to submit this proposal and look forward to continuing to work with the City. If you have any questions about this proposal or would like additional information, please feel free to call the undersigned at 775.329.4955.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dick Minto".

Dick Minto
Senior Construction Manager

A handwritten signature in blue ink, appearing to read "Angela Hueftle".

Angela Hueftle, PE
Principal Engineer

Attachment 1 – NCE FY 2026 Schedule of Charges

**CITY OF FERNLEY SCHEDULE OF CHARGES 2026****PROFESSIONAL SERVICES**

Principal	\$360/hour
Associate	\$290/hour
Senior II	\$240/hour
Senior I	\$230/hour
Project II	\$220/hour
Project I	\$205/hour
Staff II	\$195/hour
Staff I	\$180/hour

TECHNICAL SERVICES

Senior Construction Manager*	\$203/(\$228-PW)/hour
Construction Inspector*	\$183/(\$208-PW)/hour
Senior Designer	\$195/hour
CADD Designer	\$175/hour
CADD/GIS Technician	\$145/hour
Senior Field Scientist	\$155/hour
Field Scientist	\$135/hour
Senior Technician*	\$165/(\$190-PW)/hour
Field/Engineering Technician*	\$135/(\$160-PW)/hour
Project Administrator	\$140/hour
Technical Editor	\$125/hour
Clerical	\$125/hour
Specialist	Varies by Project

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Engineer/Scientist	\$450/hour
Court Appearances & Depositions	\$625/hour

EQUIPMENT

Plotter Usage	(separate fee schedule)
Truck	included
Automobile	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	\$5,150/Day
Coring	\$6,180/Day
Environmental Equipment	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. cost + 15%

**COMMUNICATION/
REPRODUCTION**

In-house costs for postage, printing and copying ..	
.....	project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

*A surcharge of \$25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 16, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Trisha Livingston, Grants Administrator

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

No new appropriation of existing funds is required as a result of Addendum No. 1.

ACTION REQUESTED: Consent

AGENDA ITEM:

For Possible Approval of Addendum No. 1 to the Professional Services Contract with CDM Smith, Inc. for the Fernley Water Treatment Plant Expansion & Improvements for Surface Water Treatment Project.

AGENDA ITEM BRIEF:

The City Council is requested to approve Addendum No. 1 to the professional services contract with CDM Smith, Inc. for the Fernley Water Treatment Plant Expansion & Improvements for Surface Water and PFAS Treatment project. This addendum is necessary to incorporate specific federal contract provisions required by 2 CFR Part 200, Appendix II, as a condition of utilizing federal funds awarded through a U.S. Environmental Protection Agency Community Grant under the FY 2026 Consolidated Appropriations Act.

RECOMMENDED MOTION:

I move to approve Addendum No. 1 to the contract for professional services between the City of Fernley and CDM Smith, Inc., executed on July 15, 2026, for the Fernley Water Treatment Plant Expansion & Improvements for Surface Water Treatment project.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council may choose not to approve Addendum No. 1 to the contract with CDM Smith, Inc.

BACKGROUND:

On July 15, 2026, City Council approved a contract with CDM Smith, Inc. for professional engineering design services related to the Fernley Water Treatment Plant Expansion & Improvements for Surface Water Treatment project. This contract established the terms for expanding the plant's capacity, implementing PFAS treatment, and integrating surface water from the Truckee Canal, as outlined in the project's scope of work and supporting documentation.

The City's efforts to diversify its drinking water supply and address future demand have involved a series of planning and design initiatives over several years. In 2015-2016, the City and CDM Smith conducted an alternatives analysis to evaluate options for treating both groundwater and surface water at the existing plant. This analysis led to the selection of a separate treatment approach for groundwater and surface water, with the Truckee Canal identified as the future surface water source. Subsequent planning and engineering reports further defined the required facility modifications and estimated associated costs and operational impacts.

The current contract with CDM Smith, Inc. was executed in accordance with Nevada Revised Statutes Chapter 266, which authorizes the City to engage independent contractors for municipal projects. The contract includes provisions for project management, permitting, funding support, and detailed design, and incorporates requirements for insurance, audit, and compliance with state and federal regulations. Staff is securing a Community Grant from the U.S. Environmental Protection Agency under the FY 2026 Consolidated Appropriations Act to partially fund the design of the improvements. In response to a review by EPA Region 9, the City and CDM Smith, Inc. identified the need to amend the contract to incorporate additional federal provisions required for the use of federal funds, as set forth in 2 CFR Part 200, Appendix II. This led to the preparation of Addendum No. 1, which is presented for Council consideration at this time.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

2 CFR Part 200
NRS 266, NRS 338, NRS 354

FINANCIAL IMPLICATIONS:

Addendum No. 1 does not create any new ongoing financial commitments or future budgetary obligations beyond those already established in the original contract.

ATTACHMENTS:

1. Addendum No. 1
2. Extracted pages from 26.0401_City of Fernley Surface Water RFQ_Final 2 CFR 200 Appendix II

ADDENDUM NO. 1

TO THE CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF FERNLEY AND CDM SMITH, INC.

This Addendum No. 1 to the Contract for Professional Services between the City of Fernley ("City") and CDM Smith, Inc. ("Contractor"), executed on July 15, 2026 (the "Contract"), is entered into this ____ day of _____, 2026.

WHEREAS, the Contract was executed for engineering design services for the Fernley Water Treatment Plant Expansion & Improvements for Surface Water Treatment project; and

WHEREAS, the project is funded in whole or in part by a Community Grant from the U.S. Environmental Protection Agency under the FY 2026 Consolidated Appropriations Act (P.L. 119-74); and

WHEREAS, EPA Region 9 has reviewed the Contract and identified required amendments to ensure compliance with applicable federal regulations, including 2 CFR Part 200 and EPA's General Terms and Conditions; and

WHEREAS, the parties wish to amend the Contract to incorporate the required federal provisions;

NOW, THEREFORE, the parties agree to amend the Contract as follows:

Amendment 1 - Termination for Cause and for Convenience

The existing Contract already contains termination provisions in **Section 6** (Termination or Suspension), including termination without cause (Section 6.b), termination for non-appropriation (Section 6.c), and default or breach (Section 6.d).

For the avoidance of doubt, Section 6.b of the Contract constitutes a termination for convenience clause, and Sections 6.d and 6.e of the Contract constitute termination for cause clauses, consistent with the requirements of 2 CFR Part 200, Appendix II.

Amendment 2 - Federal Provisions of 2 CFR Part 200, Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Comply, if applicable, with Federal Provisions of 2 CFR Part 200, Appendix II Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. See Attachment A – Appendix II to Part, 200 Title 2.

General Provisions

All other terms and conditions of the Contract that are not modified by this Addendum No. 1 shall remain in full force and effect. In the event of any conflict between the terms of this

Addendum and the original Contract, the terms of this Addendum shall control. Each signatory below has read this Addendum, agrees to be bound by its terms, and has the authority to bind their respective entity.

City of Fernley

Mayor, City of Fernley

Date

Contractor – CDM Smith, Inc

Senior Vice President

Date

This content is from the eCFR and is authoritative but unofficial.

ATTACHMENT A

Title 2 – Federal Financial Assistance**Subtitle A – Office of Management and Budget Guidance for Federal Financial Assistance****Chapter II – Office of Management and Budget Guidance****Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards****Authority:** 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.**Source:** 89 FR 30136, Apr. 22, 2024, unless otherwise noted.**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 16, 2026

REPORT TO: Mayor and City Council

REPORT FROM:

FINANCIAL IMPACT:

Yes:

No:

CURRENTLY BUDGETED:

Yes:

No:

FUND/ACCOUNT:

ACTION REQUESTED:

AGENDA ITEM:

Possible Action to appoint a new member to the Fernley Senior Citizen Advisory Committee.

AGENDA ITEM BRIEF:

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 16, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Kiera Italiano

FINANCIAL IMPACT:

Yes: No: x

CURRENTLY BUDGETED:

Yes: No: x

FUND/ACCOUNT:

None

ACTION REQUESTED: Receive/File

AGENDA ITEM:

Presentation by Wood Rodgers to review the draft Corridor Action Plan.

AGENDA ITEM BRIEF:

Wood Rodgers has completed three Corridor Studies in coordination with the City of Fernley and the Nevada Department of Transportation (NDOT). The studies have resulted in a Corridor Action Plan outlining potential growth scenarios and intersection improvements. A representative will be presenting a draft of the Corridor Action Plan and answering comments or questions from the City Council.

RECOMMENDED MOTION:

None

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

None

BACKGROUND:

None

RELEVANT LAWS, STATUTES, AND REGULATIONS:

None

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 16, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Lisa Warner

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance
Motion

AGENDA ITEM:

(For Possible Action) Discussion and possible action to approve Bill #383 (CA26003), an Ordinance to amend the Fernley Development Code to add a definition for short-term rentals to Section 32.02.030, to add short-term rental use standards to Section 32.07.382, and to add a short-term rental use to Section 32.06.150.

AGENDA ITEM BRIEF:

In order to regulate short-term rentals, staff is updating the Development Code to create a definition for short-term rentals as well as develop Use Standards that will be the guide in regulating short-term rentals within the City of Fernley.

RECOMMENDED MOTION:

"I move to pass, approve, and adopt Bill #383 associated with CA26003 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 Bil #383 associated with CA26003 as presented by staff because

BACKGROUND:

Due to short-term rentals becoming more popular within the City of Fernley, staff have determined that short-term rentals should be regulated. The City can regulate the short-term rentals by requiring approval of a Conditional Use Permit, requiring a business license, requiring them to follow the Use Standards, and requiring them to pay lodging tax fees.

In order to regulate short-term rentals, staff must update the Development Code by first creating a definition for short-term rentals, second by developing and establishing Use Standards, and third by adding short-term rentals to the Use Table and designating appropriate zoning where short-term rentals are allowed.

The definition is “a residential dwelling unit, portion of a dwelling unit, bedroom within a residential dwelling unit or an accessory swelling unit (ADU) rented to a guest or group of guests for a period of less than thirty (30) consecutive days.

The Use Standards will allow the regulation of the following:

Occupancy — Max 3 people per legal bedroom + 2 people per unit

Parking — Limited to established parking including driveway(s), garage(s), carport(s) and street.

Trash Service — Collection is required once per week

Location — Anywhere within City limits

Smoke detectors — Functioning fire detectors must meet the current fire code

Since short-term rental is a conditional use, a Conditional Use Permit is required in each allowed zoning district. The Conditional Use Permit will be reviewed by the Planning Commission. City Council will make the final decision if the Planning Commission’s decision is appealed.

Planning Commission requested two (2) modifications to the proposed code amendment presented by staff.

The modifications included:

- 1) Increase the occupancy from 2 to 3 people per legal bedroom + 2 people per unit; and
- 2) Allow street parking within the perimeter of the short-term rental.

With the above modifications, the Planning Commission voted 7 to 0 at the August 12, 2026, Planning Commission meeting to recommend City Council approve this Code Amendment as presented by staff.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC - Development Code - Section 32.02.030 - Definitions and interpretations

FMC - Use Standards - Section 32.07.383 - Short-term rentals
FMC - Zoning Districts - Section 32.06.150 - Unlisted uses and use table

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Bill #383 v2
2. Original Version 1
3. Final Blackline Version for PC 7.14.26
4. Final with PC redline mods 8.13.26
5. FINAL with PC mods 8.13.26

BILL #383
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AMENDING THE FERNLEY DEVELOPMENT CODE TO ADD A DEFINITION FOR SHORT-TERM RENTALS TO SECTION 32.02.030, TO ADD SHORT-TERM RENTAL USE STANDARDS AS SECTION 32.07.382, AND ADD SHORT-TERM RENTAL USE TO SECTION 32.06.150 OF THE FERNLEY DEVELOPMENT CODE.

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, Title 32, Chapter 32.07, Section 32.07.382, and Title 32, Chapter 32.06, Section 32.06.150 are hereby amended as follows:

Section. 32.02.030 – Definitions.

Section 32.02.030 - Definitions

Short-term rental. A residential dwelling unit, portion of a dwelling unit, bedroom within a residential dwelling unit or an accessory dwelling unit (ADU) rented to a guest or group of guests for a period of less than thirty (30) consecutive days.

Section 32.07.383 – Short-term rentals

Section 32.07.382 – Short-term rentals

Purpose: The purpose of this section is to establish the standards for short-term rentals within the allowed zones in the City to ensure the public’s health, safety, and welfare.

(a) *Applicability.* This section applies to all short-term rentals within the City.

- 1) *Occupancy.* Maximum of three (3) people per legal bedroom, plus two (2) people per unit or portion of a unit when operated as a short-term rental.
- 2) *Parking.* Parking is limited to the established parking areas for vehicles as provided for the residential building on the property including driveway(s), garage(s), carport(s), and street frontage.
- 3) Special events are not permitted in a short-term rental. Examples of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers, and business seminars.
- 4) Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. Recreational vehicles, trailers, or other vehicles or structures not classified as permanent residential dwellings may not be used as short-term rentals.

- 5) All short-term rentals must comply with all applicable codes under Fernley Municipal Code 10.01.04 including obtaining a business license prior to operation and payment of Transient Lodging Taxes during operation.
- 6) Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the City's findings on the following factors:
 - a) Inadequate parking infrastructure;
 - b) Substantial negative impact to surrounding properties;
 - c) Frequency or concentration of nearby licensed short-term rentals;
 - d) Prior zoning or other code violations on the property; and
- 7) Only one (1) short-term rental unit is allowed per property.
- 8) Trash collection service at least once per week is required.
- 9) No campers or camping tents shall be used to provide additional sleeping area.
- 10) There shall be functioning smoke detectors per current fire code. Approval from fire department is required prior to approval of a business license.
- 11) *Conditional use permit required. A short-term rental is a conditional use and requires approval of a conditional use permit in each district in which it is so designated in the use table (Section 32.06.150). The Planning Commission may impose conditions upon and may modify the standards of this section through the conditional use permit, except that the maximum-occupancy standard and the limit of one short-term rental unit per property may not be modified or waived.*
- 12) *Short-term rentals shall comply with all applicable laws, regulations, and codes of any federal, state, or local agency within jurisdiction.*

Section 32.06.150 – Use Table

Use Category	Use Type	Additional Use Standards	GR20	RR5	RR1	RR½	SF20	SF12	SF9	SF6	MDR14	MF21	MF30	MU	C1	C2	TC	EC	I	PF
Lodging/Short-Term Rental																				
	Bed and breakfast	Reference chapter 32.07	C	C										P		C	C			
	Hotel/motel (>20 units)													P		P	P	C		
	Hotel/motel (≥20 units)													C		C	P	C		
	Recreational vehicle park	Reference chapter 32.07														C	C			C
	Resort, dude/guest ranch		C	C																

		STR	32.07.382	C	C	C	C	C	C	C				C	C	C	C			

- 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 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 #383 BEING HEREBY PROPOSED on the 2nd day of September, 2026.

BILL #383 BEING HEREBY PASSED, APPROVED, and ADOPTED this 16th day of September, 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

Short-term rental. A residential dwelling unit, portion of a dwelling unit, or bedroom within a residential dwelling unit; ~~leased and/or~~ rented to a guest~~(s)~~ or group of guests; for a period of less than thirty (30) consecutive days.

Short-term rental, Type 1. A short-term rental where in the principal use of the property remains ~~as a full-time residence~~ residential and. ~~The property owner rents their primary residence as a short-term rental on an intermittent basis. A copy of the deed for the subject property is required to be classified as a Type 1 rental.~~ The property owner must occupy the residence for nine (9) months ~~of the year~~ per calendar year. Accessory dwelling units (ADUs) as defined in Section 32.XX.XXX shall be considered a Type 1 short-term rental. A copy of the deed for the subject property is required in order for a short-term rental to be classified as a Type 1 rental.

Short-term rental, Type 2. A short-term rental wherein the principal use of the property becomes a lodging use that is not occupied by a permanent resident. The property owner ~~lists-registers~~ this property full-time as a short-term rental and has no intention of having permanent residents living in the ~~property~~ dwelling unit.

Commented [AJ1]: Approval of landlord for for-rent properties?

- 1) *Occupancy.* Maximum of two (2) people per legal bedroom, plus two (2) people ~~for per~~ the unit or portion of a unit when operated as a short-term rental.
- 2) *Parking.* Parking is limited to the established parking areas for vehicles as provided for the residential building on the property (driveway, garage, carport, etc.).
- 3) Special events are not permitted in a short-term rental. Examples of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers, and business seminars.
- 4) Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. ~~No R~~ Recreational vehicles, trailers, or other vehicles or structures not classified as ~~a~~ permanent residential dwellings may not be used as ~~a~~ short-term rentals.
- ~~5) *Exceptions.* Exceptions to the short-term rental standards shall only be granted by the Planning Commission as a Conditional Use Permit.~~
- 6) All short-term rentals must comply with all applicable codes under Fernley Municipal Code XX.XX.XXX including obtaining a business license prior to operation and payment of Transient Lodging Taxes during operation.
- 7) Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the City's findings on the following factors:

- a) Inadequate parking infrastructure;
- b) Substantial negative impact to surrounding properties;
- c) Frequency or concentration of nearby licensed short-term rentals;
- d) Prior zoning or other code violations on the property; and
- e) Proximity to public or private K-12 schools when the proposed property is within 1,000 feet of the school boundary line. ?

8) Only one (1) short-term rental ~~is~~ unit is allowed per property.

9) Trash ~~pick-up~~ collection service at least once ~~aper~~ week is required.

10) No campers or camping tents shall be used to provide additional sleeping area.

11) There shall be one functioning smoke detector in each bedroom and at least one functioning smoke detector in the common area.

11)12) Exceptions. Exceptions to the short-term rental standards shall only be granted by the Planning Commission as a Conditional Use Permit.

Commented [AJ2]: MR: What are some potential reasons to apply this standard? Do we really need it? BG: Do motels have a similar requirement? (no) Could be a good safety consideration.

Commented [AJ3]: BG: Should we send to Fire Dept for input? They usually only get involved with child care home-based businesses.

Forward to Tim for review and comment.

Commented [AJ4]: Add some stipulations as to what a CUP cannot authorize.

Commented [AJ5R4]: Existing legally established licensees? Grace period for existing STRs that are not licensed? Article in the paper? Public meeting or workshop for education purposes might be good ideas.

Commented [AJ6R4]: 2/4: Grandfather allowance but only if the STR doesn't have compliance issues. Only applied to legally licensed.

Use Category	Use Type	Additional Use Standards	GR20	RR5	RR1	RR½	SF20	SF12	SF9	SF6	MDR14	MF21	MF30	MU	C1	C2	TC	EC	I	PF
Lodging/Short-Term Rental																				
	Bed and breakfast	Reference chapter 32.07	C	C										P		C	C			
	Hotel/motel (>20 units)													P		P	P	C		
	Hotel/motel (≥20 units)													C		C	P	C		
	Recreational vehicle park	Reference chapter 32.07														C	C			C
	Resort, dude/guest ranch		C	C																
	Type 1 STR	32.07.382	P	P	P	P	P	P	P	P	P	P	P	C?	?	?	?			
	Type 2 STR	32.07.382	C	C	C	C	C	C	C	C	C	C	C	C	C?	?	?	?		

Commented [AJ7]: The cost of a CUP may be prohibitive for many, however, the full lodging use designation may allow for additional revenue.

Commented [AJ8R7]: Minor CUP app type (future code update) could potentially move forward in concert with this effort (TBD).

Commented [AJ9R7]: Should Type 2 be allowed outright in the commercial zones (as a lodging use)? Type 1 should be conditional in the commercial zones.

Section 32.02.030 - Definitions

Short-term rental. A residential dwelling unit, portion of a dwelling unit, bedroom within a residential dwelling unit or an accessory dwelling unit (ADU) rented to a guest or group of guests for a period of less than thirty (30) consecutive days.

Section 32.07.382 – Short-term rentals

Purpose: The purpose of this section is to establish the standards for short-term rentals within the allowed zones in the City to ensure the public's health, safety, and welfare.

(a) *Applicability.* This section applies to all short-term rentals within the City.

- 1) *Occupancy.* Maximum of two (2) people per legal bedroom, plus two (2) people per unit or portion of a unit when operated as a short-term rental.
- 2) *Parking.* Parking is limited to the established parking areas for vehicles as provided for the residential building on the property (driveway, garage, carport, etc.).
- 3) Special events are not permitted in a short-term rental. Examples of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers, and business seminars.
- 4) Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. Recreational vehicles, trailers, or other vehicles or structures not classified as permanent residential dwellings may not be used as short-term rentals.
- 5) All short-term rentals must comply with all applicable codes under Fernley Municipal Code 10.01.04 including obtaining a business license prior to operation and payment of Transient Lodging Taxes during operation.
- 6) Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the City's findings on the following factors:
 - a) Inadequate parking infrastructure;
 - b) Substantial negative impact to surrounding properties;

- c) Frequency or concentration of nearby licensed short-term rentals;
 - d) Prior zoning or other code violations on the property; and
- 7) Only one (1) short-term rental unit is allowed per property.
- 8) Trash collection service at least once per week is required.
- 9) No campers or camping tents shall be used to provide additional sleeping area.
- 10) There shall be functioning smoke detectors per current fire code. Approval from fire department is required prior to approval of a business license.
- 11) Conditional use permit required. A short-term rental is a conditional use and requires approval of a conditional use permit in each district in which it is so designated in the use table (Section 32.06.150). The Planning Commission may impose conditions upon and may modify the standards of this section through the conditional use permit, except that the maximum-occupancy standard and the limit of one short-term rental unit per property may not be modified or waived.*
- 12) Short-term rentals shall comply with all applicable laws, regulations, and codes of any federal, state, or local agency within jurisdiction.*

Use Category	Use Type	Additional Use Standards	GR20	RR5	RR1	RR½	SF20	SF12	SF9	SF6	MDR14	MF21	MF30	MU	C1	C2	TC	EC	I	PF
Lodging/Short-Term Rental																				
	Bed and breakfast	Reference chapter 32.07	C	C										P		C	C			
	Hotel/motel (>20 units)													P		P	P	C		
	Hotel/motel (≥20 units)													C		C	P	C		
	Recreational vehicle park	Reference chapter 32.07														C	C			C
	Resort, dude/guest ranch		C	C																
	STR	32.07.382	C	C	C	C	C	C	C	C				C	C	C	C			

Section 32.02.030 - Definitions

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Section 32.07.382 – Short-term rentals

Purpose: The purpose of this section is to establish the standards for short-term rentals within the allowed zones in the City to ensure the public's health, safety, and welfare.

(a) *Applicability.* This section applies to all short-term rentals within the City.

- 1) *Occupancy.* Maximum of ~~threetwo~~ (32) people per legal bedroom, plus two (2) people per unit or portion of a unit when operated as a short-term rental.
- 2) *Parking.* Parking is limited to the established parking areas for vehicles as provided for the residential building on the property including (driveway(s), garage(s), carport(s), and streetetc.).
- 3) Special events are not permitted in a short-term rental. Examples of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers, and business seminars.
- 4) Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. Recreational vehicles, trailers, or other vehicles or structures not classified as permanent residential dwellings may not be used as short-term rentals.
- 5) All short-term rentals must comply with all applicable codes under Fernley Municipal Code 10.01.04 including obtaining a business license prior to operation and payment of Transient Lodging Taxes during operation.
- 6) Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the City's findings on the following factors:
 - a) Inadequate parking infrastructure;
 - b) Substantial negative impact to surrounding properties;

c) Frequency or concentration of nearby licensed short-term rentals;

d) Prior zoning or other code violations on the property; and

7) Only one (1) short-term rental unit is allowed per property.

8) Trash collection service at least once per week is required.

9) No campers or camping tents shall be used to provide additional sleeping area.

10) There shall be functioning smoke detectors per current fire code. Approval from fire department is required prior to approval of a business license.

11) Conditional use permit required. A short-term rental is a conditional use and requires approval of a conditional use permit in each district in which it is so designated in the use table (Section 32.06.150). The Planning Commission may impose conditions upon and may modify the standards of this section through the conditional use permit, except that the maximum-occupancy standard and the limit of one short-term rental unit per property may not be modified or waived.

12) Short-term rentals shall comply with all applicable laws, regulations, and codes of any federal, state, or local agency within jurisdiction.

Use Category	Use Type	Additional Use Standards	GR20	RR5	RR1	RR½	SF20	SF12	SF9	SF6	MDR14	MF21	MF30	MU	C1	C2	TC	EC	I	PF
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	Hotel/motel (>20 units)													P		P	P	C		
	Hotel/motel (≥20 units)													C		C	P	C		
	Recreational vehicle park	Reference chapter 32.07														C	C			C
	Resort, dude/guest ranch		C	C																
	STR	32.07.382	C	C	C	C	C	C	C	C				C	C	C	C			

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Section 32.07.382 – Short-term rentals

Purpose: The purpose of this section is to establish the standards for short-term rentals within the allowed zones in the City to ensure the public's health, safety, and welfare.

(a) *Applicability.* This section applies to all short-term rentals within the City.

- 1) *Occupancy.* Maximum of three (3) people per legal bedroom, plus two (2) people per unit or portion of a unit when operated as a short-term rental.
- 2) *Parking.* Parking is limited to the established parking areas for vehicles as provided for the residential building on the property including driveway(s), garage(s), carport(s), and street.
- 3) Special events are not permitted in a short-term rental. Examples of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers, and business seminars.
- 4) Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. Recreational vehicles, trailers, or other vehicles or structures not classified as permanent residential dwellings may not be used as short-term rentals.
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 - a) Inadequate parking infrastructure;
 - b) Substantial negative impact to surrounding properties;

c) Frequency or concentration of nearby licensed short-term rentals;

d) Prior zoning or other code violations on the property; and

7) Only one (1) short-term rental unit is allowed per property.

8) Trash collection service at least once per week is required.

9) No campers or camping tents shall be used to provide additional sleeping area.

10) There shall be functioning smoke detectors per current fire code. Approval from fire department is required prior to approval of a business license.

11) Conditional use permit required. A short-term rental is a conditional use and requires approval of a conditional use permit in each district in which it is so designated in the use table (Section 32.06.150). The Planning Commission may impose conditions upon and may modify the standards of this section through the conditional use permit, except that the maximum-occupancy standard and the limit of one short-term rental unit per property may not be modified or waived.

12) Short-term rentals shall comply with all applicable laws, regulations, and codes of any federal, state, or local agency within jurisdiction.

Use Category	Use Type	Additional Use Standards	GR20	RR5	RR1	RR½	SF20	SF12	SF9	SF6	MDR14	MF21	MF30	MU	C1	C2	TC	EC	I	PF
Lodging/Short-Term Rental																				
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	Hotel/motel (>20 units)													P		P	P	C		
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	Recreational vehicle park	Reference chapter 32.07														C	C			C
	Resort, dude/guest ranch		C	C																
	STR	32.07.382	C	C	C	C	C	C	C	C				C	C	C	C			



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 16, 2026

REPORT TO: Mayor and City Council

REPORT FROM: Treston Rodriguez

FINANCIAL IMPACT:

Yes: No: x

CURRENTLY BUDGETED:

Yes: No: x

FUND/ACCOUNT:

N/a

ACTION REQUESTED: Ordinance
Motion

AGENDA ITEM:

(For Possible Action) Introduction and first reading regarding CA25012 and Bill #377, a request from the Planning Department to amend the adjacency development standards contained in Title 32, Chapter 9, Section 30.

AGENDA ITEM BRIEF:

Adjacency standards have long frustrated both developers and regulatory bodies. Intended to preserve and enhance compatibility between different intensities and densities of uses, the current iteration of the code is unclear and the requirements imposed are inadequate. The proposed amendment seeks to improve clarity, simplify requirements and developer options, and improve regulatory results.

The proposed changes include:

1. Clerical corrections, restructuring, and wordsmithing throughout the section to improve clarity of requirements,
2. In Multifamily, Commercial, and Industrial zoning districts when adjoining residential zoning districts:
 - a. New upper-level setback requirements, and
 - b. New articulation and human scale requirements.

The Planning Commission voted 6 to 0 at the September 9, 2026, Planning Commission meeting to recommend City Council approve this Code Amendment as presented by staff.

RECOMMENDED MOTION:

N/a

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Though no motion is required, City Council may request changes to the Bill as put forth, request staff provide specific information, or make any other motion consistent with Fernley City Council Rules of Procedure.

BACKGROUND:

Adjacency or intensity-buffering standards are a critical tool in integrating new development into existing neighborhood contexts and development patterns. In Fernley, the issue of adjacency is particularly salient due to a plethora of related regulatory and community conditions that have resulted in frictioned approval processes for development proposals: sharp population growth and increased demand for housing, rural and agricultural development patterns and expectations, and master planning that establishes a pathway for higher density projects throughout the City. This "perfect storm" has resulted in both development pressure and difficult approvals in formerly low density, large-lot portions of the community. The City's adjacency standards as presently written are somewhat confusing, resulting in dissatisfaction from neighbors, developers, and regulators alike. This amendment proposes to streamline requirements by simplifying options, adjusting standards for better results, and adding measurable, easy-to-apply standards.

The proposed changes include a complete overhaul of the section as follows:

1. Adding new purpose and applicability clauses to guide applicants and staff;
2. Adding section-specific definitions to aid in code application;
3. Refining requirements based on zoning district; and
4. Adding an alternative option for "Adequate Buffering."

The Planning Commission considered CA25012 and Bill #377 on March 11, 2026, and recommended approval of the proposed amendment. Following the Planning Commission's recommendation, the amendment was forwarded to the City Council for consideration. During its review of the proposed amendment, the City Council raised additional concerns regarding certain provisions of the proposed adjacency standards. The amendment was not ultimately adopted, and staff revised the proposed standards to address the concerns identified by Council.

1. Rural Residential Adjacency – GR20 and RR5

As previously considered by the Planning Commission, new single-family residential subdivisions adjacent to properties zoned GR20, RR5, RR1, or RR½ were required to provide Transitional Edge Lots with a minimum lot

size of one-half acre. As an alternative, a subdivision could provide Adequate Buffering along the shared boundary, allowing lots adjacent to the Buffer Zone to be developed in accordance with the underlying zoning district.

During City Council consideration, concern was expressed regarding this "either/or" approach when a new residential subdivision is adjacent to properties within the City's larger-lot rural residential zoning districts. Specifically, Council expressed concern that Adequate Buffering alone may not provide an adequate transition where substantially smaller residential lots are proposed adjacent to GR20 and RR5 properties.

In response, staff revised Sections 32.09.030(c)(4)(b) and 32.09.030(e)(1)(a) to limit the Adequate Buffering alternative to properties adjacent to RR1 and RR½ zoning districts. Under the revised ordinance, subdivisions adjacent to RR1 and RR½ may provide either the required Transitional Edge Lots or Adequate Buffering. For subdivisions adjacent to GR20 or RR5, the one-half-acre Transitional Edge Lots are required and Adequate Buffering may not be used as an alternative.

In effect, the standards remain unchanged for RR1 and RR½ properties; the revision removes the "either/or" option for GR20 and RR5 properties and requires the one-half-acre Transitional Edge Lots along those boundaries.

2. Buffer Ownership, Maintenance, and Long-Term Responsibility

The Planning Commission-recommended ordinance established requirements for the ownership and perpetual maintenance of required Buffer Zones. The proposed standards required Buffer Zones to be placed in common ownership, such as ownership by a homeowners association or landscape maintenance district, a conservation easement, or a similar legal mechanism approved by the City. The ordinance also required recorded covenants, conditions, easements, map notes, or similar instruments requiring maintenance in perpetuity.

During City Council consideration, questions were raised regarding long-term responsibility and accountability if a homeowners association, landscape maintenance district, or other entity responsible for a Buffer Zone ceases to exist, becomes inactive, or otherwise fails to maintain the required improvements.

In response, staff expanded Section 32.09.030(e)(5) to establish additional maintenance and enforcement requirements. The revised ordinance requires the responsible entity to maintain all required Buffer Zone improvements in a safe, functional, and operable condition. Responsibility for maintenance runs with the land and must remain assigned to a legally responsible party at all times. An approved maintenance mechanism may not be dissolved, terminated, or otherwise rendered inactive unless an alternative mechanism acceptable to the City is established and assumes responsibility for the Buffer Zone.

The revised ordinance also establishes procedures for failure to maintain a required Buffer Zone. The City may provide written notice identifying required corrective action, and the responsible entity must correct the violation or retain a qualified person or contractor to perform the required maintenance within 30 days of notice, or within another period established by the Administrator based on the nature and severity of the violation. Failure to complete the corrective action may result in enforcement pursuant to the Development Code or other applicable law.

These revisions are intended to ensure that responsibility for required Buffer Zones remains clearly assigned following subdivision construction and that the City has a defined mechanism for addressing failures to maintain required improvements.

In effect, the existing ownership and perpetual maintenance requirements remain in place; the revision clarifies

who remains responsible for the Buffer Zone over time and establishes a process for addressing a failure to maintain the required improvements.

3. Multiple-Family Residential, Commercial, and Mixed-Use Operational Impacts

The Planning Commission-recommended ordinance established updated standards for multiple-family residential, commercial, and mixed-use development adjacent to single-family residential properties. Those standards primarily addressed the physical relationship between uses through upper-level building stepbacks, articulation, and human-scale design requirements.

During City Council consideration, concern was expressed that building design and physical separation alone may not adequately address operational impacts associated with more intensive uses adjacent to residential properties. Examples discussed included outdoor dining, music, outdoor events, noise, odor, and similar activities associated with commercial and mixed-use development.

In response, staff added Section 32.09.030(f)(2)(c), Operational Impacts, to specifically address these concerns. Under the revised ordinance, multiple-family residential, commercial, and mixed-use development adjacent to rural residential or single-family residential zoning districts must consider and minimize potential impacts associated with outdoor dining areas, gathering spaces, loading areas, refuse collection areas, mechanical equipment, amplified sound, outdoor events, lighting, noise, odor, and similar operational activities. The Administrator may require additional setbacks, screening, noise attenuation measures, operational limitations, odor mitigation measures, or other mitigation measures where necessary to reduce impacts on adjacent residential properties.

In effect, the existing building design and transition standards remain in place; the revision expands the standards to also address operational impacts associated with multiple-family residential, commercial, and mixed-use development adjacent to residential properties.

4. Industrial Public Safety and Operational Impacts

The Planning Commission-recommended industrial adjacency standards primarily addressed site orientation, the placement of mechanical equipment and shipping/receiving areas, and physical buffering between industrial and residential development.

During City Council consideration, concern was expressed that the proposed industrial adjacency standards did not adequately address public safety and operational impacts associated with industrial development. Examples discussed included hazardous materials, truck traffic, emergency access, noise, odor, and other operational characteristics that may affect nearby residential properties and other sensitive land uses.

In response, staff added Section 32.09.030(g)(2)(c), Public Safety and Operational Impacts, to specifically address these concerns. Under the revised ordinance, industrial development adjacent to residential zoning districts, schools, parks, or other sensitive land uses must be designed to minimize potential impacts associated with hazardous materials, truck traffic, emergency access, noise, odor, vibration, smoke, dust, and similar operational characteristics. The Administrator is also required to consult with the North Lyon Fire Protection District or other reviewing agencies and may require additional buffering, setbacks, circulation improvements, screening, operational limitations, or other mitigation measures to address identified impacts.

In effect, the existing industrial site orientation and buffering standards remain in place; the revision expands the standards to also address public safety and operational impacts associated with industrial development adjacent to residential properties and other sensitive land uses.

5. Noise, Odor, and Similar Operational Characteristics

During City Council consideration, noise and odor were specifically identified as potential adjacency concerns, particularly where commercial, mixed-use, or industrial development is located near residential properties.

Although noise and odor are addressed within the revised multiple-family residential, commercial, mixed-use, and industrial adjacency standards, Council's concerns were not limited to those specific development types. In response, staff added a generally applicable standard within Section 32.09.030(b) requiring development to consider and minimize reasonably foreseeable off-site impacts associated with noise, odor, vibration, glare, smoke, dust, and similar operational characteristics where such impacts may affect adjacent properties.

This generally applicable standard provides a consistent basis for considering these impacts throughout the adjacency standards, while the more specific provisions applicable to multiple-family residential, commercial, mixed-use, and industrial development provide additional requirements where warranted.

In effect, the revision adds noise, odor, vibration, glare, smoke, dust, and similar operational characteristics as adjacency considerations applicable across development types, in addition to the more specific requirements contained elsewhere in the section.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General References

Nevada Revised Statutes (NRS) Chapter 266 – General Law for Incorporation of Cities and Towns
Nevada Revised Statutes (NRS) Chapter 268 – Powers and Duties Common to Cities and Towns Incorporated under General or Special Laws
Nevada Revised Statutes (NRS) Chapter 278 – Planning and Zoning
Fernley Municipal Code (FMC) Title 32 – Development Code
City of Fernley Comprehensive Master Plan (2018, 3rd Update)

Specific References

NRS 266.105-118 – Ordinances and Resolutions
NRS 268.014 – Codification of Ordinances; Publication of Code
FMC 1.01.03 – Official Municipal Code, Amendments
FMC 32.03.040(d) – Development Code, Administration, Development Code Text Amendments
FMC 32.09.030 – Adjacency

FINANCIAL IMPLICATIONS:

N/a

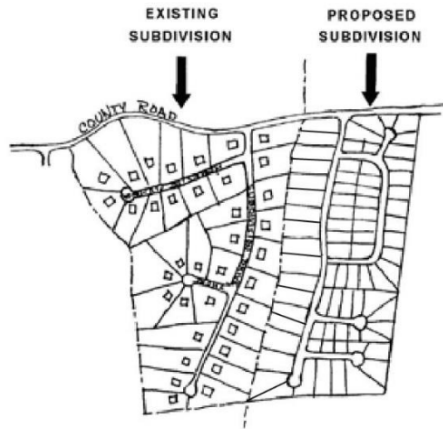
ATTACHMENTS:

1. Sec. 32.09.030 Adjacency Standards (Existing Code)
2. Adjacency Amended Code (Redline)
3. Bill #377

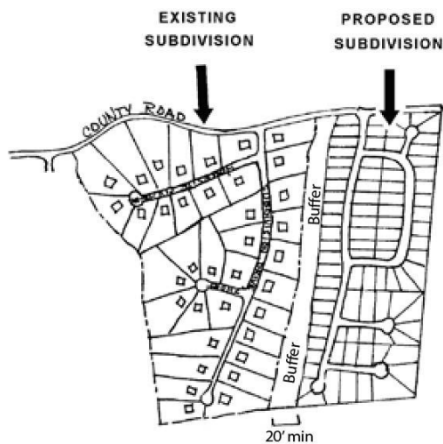
Sec. 32.09.030. Adjacency standards.

Purpose. The purpose of this section is to define adjacency standards for different types and intensities of development.

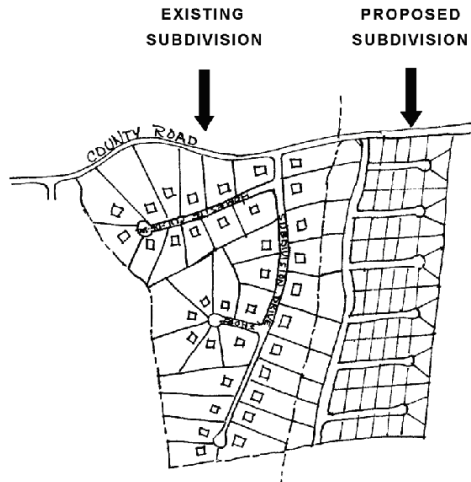
- (a) *Applicability.* The standards established in this section shall apply to any new development. Wherever a natural barrier (e.g., ridgeline, river, open space, or natural terrain change) buffers the existing built environment or platted lots from the new development, these standards shall not apply.
- (b) *Density.* To the extent that land in such areas affected by this standard would be buildable under federal, state, or local regulations, the full eligible density may be utilized on other locations on the site.
- (c) *Generally.*
 - (1) All development shall be designed to minimize impacts on adjacent properties by:
 - a. Limiting exterior lighting to full-cutoff shielded fixtures and directing lights away from adjacent properties;
 - b. Limiting sources of audible noise (e.g., heating and air conditioning units) from building facades that face lower intensity uses; and
 - c. Locating off-street parking, loading, and service areas away from the shared property and incorporating them into the design of buildings they are intended to serve
 - d. Placing windows on the new development so as to maintain privacy by avoiding direct lines of sight into adjacent properties; and
 - e. Orienting balconies and other outdoor living spaces away from a shared property line.
- (d) *Lot adjacency and transition standards—Single-family residential.*
 - (1) To provide adequate transition between varying sizes of single-family residential parcels designated one dwelling unit per five acres to one dwelling unit per acre, the minimum adjacent lot size shall be one acre, unless approved otherwise by the administrator.
 - (2) To provide adequate transition between varying sizes of single-family residential parcels designated as one unit per acre or greater density, one of the following methods shall be utilized:
 - a. *Transition.* New subdivision lots adjacent to existing subdivision lots shall match the rear yard setbacks per base zoning, not exceed the number of stories of the existing adjacent homes and shall not exceed a 50-percent reduction in lot size of the existing subdivision lots. If existing subdivision lots are less than half acre, no transition is required.



- b. **Buffering.** A "buffer zone" shall be established and shall be a minimum of 20 feet wide. The buffer zone may be common open space for the proposed subdivision and shall include at least one of the following improvements: paths, trails, drainageways, landscaping, berms, or other subdivision amenities. The city may require a larger landscape buffer of a specific width, or other visual and/or sound barrier (open view fence, wall, landscaping, or combination of such measures), to mitigate any potential adverse impacts. The city may allow a major roadway or railroad right of way to constitute adequate buffering.



- c. **Yard matching.** The rear yard widths of the proposed development shall match the rear yard widths of the existing development as depicted in Figure 32.09.030-3:



- (2) In addition, lots proposed within a new subdivision that share a common property line with an established subdivision shall not contain structures that exceed the maximum height of the adjacent equivalent zoning district.

(e) *Lot adjacency standards—Multiple-family residential.*

- (1) Residential infill that exceeds the height of adjacent existing homes by more than one story in height and/or are significantly larger in terms of their overall mass shall provide a transition using at least three of the following techniques:
- "Stepping down" building height and mass along the shared property line to meet the height of the existing adjacent home, the "stepped down" portion of the building shall be a minimum of ten feet in depth along a minimum of 50 percent of the building's length;
 - Increasing the side yard setback, a minimum of five feet beyond that which is required and providing a landscape buffer along a shared lot edge;
 - Providing variations in the side building wall and roof form so that new structures have a comparable scale as adjacent homes along a shared side;
 - Utilizing a roof pitch and overhang similar to that of the adjacent structures; and
 - Utilizing dormers and sloping roofs to accommodate upper stories.

Alternative approaches may be approved by the administrator provided the overall objective of this standard can be satisfied.

(f) *Lot adjacency standards—Commercial and mixed use.*

- (1) Transitions between mixed-use and commercial areas and adjacent residential neighborhoods shall be provided by utilizing the following techniques, as applicable:
- Concentrating tallest buildings at the center of the site or along primary street frontages;
 - Providing gradual decreases in building height and mass so that new structures are a maximum of 24 feet in height along the shared lot line or a maximum of 36 feet height along the shared lot line or street frontage; or
 - Incorporating lower-intensity housing types (e.g., townhomes, duplexes, etc.) along a shared street frontage.

(g) *Lot adjacency standards—Industrial.*

-
- (1) Industrial development shall be oriented on the site to minimize off-site adverse impacts of noise, glare, smoke, dust, exhaust, vibration, etc., and protect the privacy of adjacent nonindustrial zoning districts to the extent practicable. The following standards apply to all development within industrial zoning districts when abutting nonindustrial zoning districts:
- a. Mechanical equipment, lights, emissions, shipping/receiving areas, and other components of an industrial use that are outside of an enclosed building shall be located away from abutting residential zoning districts, schools, parks and other nonindustrial zoning districts as practicable; and
 - b. A buffer with a minimum width of 20 feet is required between industrial development and any adjacent residential zoning district. The buffer shall provide landscaping to screen the industrial activities, such as parking, service and delivery areas, from the residential districts. The buffer shall not contain trash receptacles or be used for the storage of equipment, materials, vehicles, etc. The city may require a larger landscape buffer of a specific width, or other visual and/or sound barrier (fence, wall, landscaping, or combination of such measures), to mitigate any potential adverse impacts.

(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)

Sec. 32.09.030. Adjacency standards.

Purpose. The purpose of this section is to define adjacency standards for different types and intensities of development.

- (a) *Applicability.* The standards in this section shall apply to any new development unless an existing barrier (e.g., ridgeline, river, open space, right-of-way or natural terrain change) adequately buffers the existing built environment or platted lots from the new development.
- (b) *Generally applicable standards.*
 - (1) All development shall be designed to minimize impacts on adjacent properties by:
 - (2) Limiting exterior lighting to full-cutoff shielded fixtures and directing lights away from adjacent properties;
 - (3) Limiting sources of audible noise (e.g., heating and air conditioning units) from building facades that face lower intensity uses; and
 - (4) Locating off-street parking, loading, and service areas away from shared property lines and incorporating them into the design of buildings they are intended to serve;
 - (5) Placing windows on the new development so as to maintain privacy by avoiding direct lines of sight into windows of adjoining developments; and

(6) Orienting upper-level balconies and other outdoor living spaces away from shared property lines to the extent practicable.

(6)(7) Considering and minimizing reasonably foreseeable off-site impacts associated with noise, odor, vibration, glare, smoke, dust, and similar operational characteristics where such impacts may affect adjacent properties.

- (c) *Lot adjacency and transition standards for rural neighborhoods.*

- (1) *Purpose.* The purpose of this subsection is to maintain the established rural and semi-rural character of neighborhoods zoned GR20, RR5, RR1, and RR½ by requiring transitional lot sizes or physical separation where new single-family residential subdivisions abut such zoning districts.
- (2) *Applicability.* This subsection applies to any application for a tentative map, parcel map, final map, or other subdivision approval that creates new single-family residential lots where any portion of the subdivision's exterior boundary shares a common boundary line with an Adjacent Rural Parcel.
- (3) *Definitions.* For purposes of this subsection:
 - a. "Adjacent Rural Parcel" means a parcel with zoning designation GR20, RR5, RR1, or RR½ that shares a common boundary line with a proposed subdivision.
 - b. "Common Boundary Line" means a shared property line segment between the subdivision boundary and an Adjacent Rural Parcel.
 - c. "Transitional Edge Lot" means a lot within the subdivision having a rear or side lot line that is coextensive with the subdivision boundary along a Common Boundary Line.
- (4) *Standards.*
 - a. *Default Requirement – Transitional Edge Lots.* A subdivision to which this subsection applies shall provide Transitional Edge Lots along each Common Boundary Line with an Adjacent Rural Parcel. Each Transitional Edge Lot shall be a minimum of one-half (½) acre in size.

Commented [TR1]: Staff Note – Council Direction (Councilwoman Felicity Zoberski)

During Council discussion, Councilwoman Felicity Zoberski raised concerns regarding noise and odor impacts associated with various forms of development, particularly commercial, mixed-use, and industrial uses located adjacent to residential areas.

While project-specific noise and odor considerations have been incorporated into the multiple-family, commercial, mixed-use, and industrial adjacency standards, staff also added a generally applicable standard within Section 32.09.030(b) recognizing noise, odor, vibration, glare, smoke, dust, and similar operational characteristics as potential adjacency concerns that should be considered during project design.

This revision establishes a consistent policy framework throughout the adjacency standards and provides a basis for evaluating compatibility impacts across a variety of development types.

- b. *Alternative Standard.* In lieu of providing Transitional Edge Lots of at least one-half (½) acre, the subdivision may provide Adequate Buffering in accordance with subsection (e), in which case lots adjacent to the Buffer Zone may be sized in accordance with the underlying zoning ~~district, district, except where the Adjacent Rural Parcel is zoned GR20 or RR5. Where the Adjacent Rural Parcel is zoned GR20 or RR5, Transitional Edge Lots shall be required in accordance with subsection (c)(4)(a), and Adequate Buffering shall not serve as an alternative compliance option.~~

(d) *Lot adjacency and transition standards for residential subdivision compatibility.*

- (1) *Purpose.* The purpose of this subsection is to ensure compatibility between new subdivisions and existing subdivisions by requiring comparable rear yard separation, building scale, and lot size transitions at shared boundaries.

(2) *Applicability.*

- a. This subsection applies to any tentative map, parcel map, final map, or other subdivision approval that creates new residential lots, where any portion of the proposed subdivision's exterior boundary shares a Common Boundary Line with an Adjacent Subdivision Lot.
- b. The standards in this subsection apply to all Boundary Lots along the applicable Common Boundary Line and shall apply regardless of the zoning of the proposed subdivision and the Adjacent Subdivision.
- c. These standards are in addition to any other applicable development standards (including any rural adjacency standards). Where multiple standards apply, the more restrictive standard governs.

(3) *Definitions.* For purposes of this subsection:

- a. "Adjacent Subdivision" means an existing, recorded subdivision (final map) containing platted lots, where one or more lots share a Common Boundary Line with a proposed subdivision.
- b. "Adjacent Subdivision Lot" means a platted lot within an Adjacent Subdivision that shares a Common Boundary Line with a proposed subdivision.
- c. "Boundary Lot" means a lot within a proposed subdivision that includes a rear or side lot line that is coextensive with the subdivision boundary along a Common Boundary Line.
- d. "Common Boundary Line" means a shared property line segment between the proposed subdivision boundary and an Adjacent Subdivision Lot.

(4) *Standards.*

a. *Default Requirements.*

1. *Rear Setback Compatibility.* For each Boundary Lot, the minimum rear yard setback shall be not less than the rear yard setback applicable to the Adjacent Subdivision Lots along the same Common Boundary Line.
2. *Height Compatibility.* No principal structure located on a Boundary Lot shall exceed the maximum existing height of principal structures on the Adjacent Subdivision Lots along the same Common Boundary Line. If there are no existing principal structures on the Adjacent Subdivision Lots along the Common Boundary Line at the time of application, the maximum height of principal structures on Boundary Lots shall not exceed the maximum building height permitted for principal structures in the zoning district applicable to the Adjacent Subdivision.

Commented [TR2]: Staff Note – Council Direction (Councilwoman Zoberski)

During Council discussion, Councilwoman Zoberski expressed concern regarding the proposed "either/or" approach that would allow Adequate Buffering to serve as an alternative to the Transitional Edge Lot requirements adjacent to larger rural residential properties. Specifically, she stated that for the "much larger lot sizes," she would prefer that buffering not be an alternative compliance option and referenced RR5 properties as an example, indicating a preference for maintaining the transitional lot requirement of at least one-half (½) acre.

To address this concern, staff revised Sections 32.09.030(c)(4)(b) and 32.09.030(e)(1)(a) to require Transitional Edge Lots adjacent to GR20 and RR5 zoned properties and eliminate the ability to substitute Adequate Buffering as an alternative compliance method for those zoning districts. The Adequate Buffering alternative remains available for properties adjacent to RR1 and RR½ zoning districts.

These revisions preserve the original intent of providing flexibility for lower-intensity rural residential districts while ensuring a greater level of transition and compatibility adjacent to the City's largest-lot rural residential zoning districts.

3. *Minimum Lot Size Compatibility.* Each Boundary Lot shall have a minimum lot size equal to at least fifty percent (50%) of the average lot size of the Adjacent Subdivision Lots along the same Common Boundary Line.
4. *Alternative Compliance.* In lieu of complying with the rear setback, height, and minimum lot size compatibility requirements, the subdivision may provide Adequate Buffering in accordance with subsection (e), in which case lots adjacent to the Buffer Zone may be developed in accordance with the standards applicable to the underlying zoning district.

(e) *Adequate Buffering.*

- (1) *Purpose and Effect.* This subsection establishes standards for "Adequate Buffering" that may be used as an alternative means of complying with the lot adjacency and transition standards for rural neighborhoods and residential subdivision compatibility. Where Adequate Buffering is provided in accordance with this subsection along a Common Boundary Line:

- a. *Rural Adjacency.* The subdivision is not required to provide one-half (½) acre Transitional Edge Lots adjacent to parcels zoned GR20, RR5, RR1, or RR½ along that Common Boundary Line where Adequate Buffering is provided in accordance with this subsection. Adequate Buffering shall not replace the Transitional Edge Lot requirements applicable to parcels zoned GR20 or RR5, and
- b. *Subdivision-to-Subdivision Compatibility.* Boundary Lots adjacent to an existing subdivision along that Common Boundary Line are not required to (i) match rear setbacks, (ii) be limited to the height of existing structures, or (iii) meet the 50% minimum lot size compatibility standard, provided the Buffer Zone fully complies with this Section.

- (2) *Definitions.* For purposes of this subsection:

- a. "Buffer Zone" means a separate lot, parcel, common area, easement, or dedicated area within the subdivision that is intended to provide physical and/or visual separation between development and an adjacent parcel or subdivision.
- b. "Common Boundary Line" means a shared property line segment between the subdivision and an adjacent parcel or platted lot.
- c. "Adequate Buffering" means a Buffer Zone and associated improvements meeting the requirements of this subsection.

- (3) *Adequate Buffering Standards.* Adequate Buffering shall meet all of the following minimum standards:

- a. *Minimum Width and Continuity.*
 1. *Width.* The Buffer Zone shall be a minimum of thirty (30) feet wide, measured perpendicular from the Common Boundary Line inward to the subdivision.
 2. *Continuity.* The Buffer Zone shall be continues along the full length of the applicable Common Boundary Line, except where interrupted by streets, public access connections, or necessary utility crossing.
- b. *Required Buffer Zone Improvements.* The Buffer Zone shall include at least two (2) of the following improvements, designed to function together as an integrated separation feature:
 1. *Trail/Path Corridor.* A paved or unpaved trail or path, with appropriate access control, wayfinding, and safety features as required by the City.
 2. *Drainageway or Drainage Facility.* An open channel, swale, naturalized drainageway, or similar facility, including stabilized slopes and erosion control.

Commented [TR3]: Staff Note – Council Direction (Councilwoman Zoberski)

During Council discussion, Councilwoman Zoberski expressed concern regarding the proposed "either/or" approach that would allow Adequate Buffering to serve as an alternative to the Transitional Edge Lot requirements adjacent to larger rural residential properties. Specifically, she stated that for the "much larger lot sizes," she would prefer that buffering not be an alternative compliance option and referenced RR5 properties as an example, indicating a preference for maintaining the transitional lot requirement of at least one-half (½) acre.

To address this concern, staff revised Sections 32.09.030(c)(4)(b) and 32.09.030(e)(1)(a) to require Transitional Edge Lots adjacent to GR20 and RR5 zoned properties and eliminate the ability to substitute Adequate Buffering as an alternative compliance method for those zoning districts. The Adequate Buffering alternative remains available for properties adjacent to RR1 and RR½ zoning districts.

These revisions preserve the original intent of providing flexibility for lower-intensity rural residential districts while ensuring a greater level of transition and compatibility adjacent to the City's largest-lot rural residential zoning districts.

3. *Landscaping.* A continuous landscape screen using drought-tolerant and/or native plantings, with irrigation where required to ensure establishment and long-term viability.
4. *Berms or Grade Separation.* Berming or grade changes designed to provide visual screening and/or physical separation; may be combined with landscaping and fencing.
5. *Common Open Space Amenity.* Park space, common open space, community garden, or similar subdivision amenity designed to serve as separation area and not merely as residual land.
6. *Decorative Wall/Fence.* A wall or fence designed to provide privacy and separation; when used, it shall be combined with either landscaping or berming.

(4) *Use Restrictions.*

- a. The Buffer Zone shall not be used for private yards, private storage, private accessory structures, driveways, or parking.
- b. The Buffer Zone may contain only those improvements necessary to serve the Buffer Improvements (e.g., trails, drainage structures, landscaping, lighting, benches, small shade structures, utilities, and similar appurtenances), as approved with the subdivision.

(5) *Ownership and Maintenance.*

- a. The Buffer Zone shall be placed in common ownership (i.e., conveyed to a HOA or a landscape maintenance district), a conservation easement, or similar legal mechanism approved by the City that provides for perpetual maintenance and repair.
- b. The Buffer Zone shall be subject to recorded covenants, conditions, easements, map notes, or similar instruments prohibiting encroachments inconsistent with the buffering standards in this subsection and requiring maintenance in perpetuity.

b-c. Maintenance Responsibility. The owner, homeowners association, landscape maintenance district, conservation easement holder, or other entity responsible for maintenance of the Buffer Zone pursuant to subsection (e)(5)(a) shall maintain all required Buffer Zone improvements in a safe, functional, and operable condition. Responsibility for Buffer Zone maintenance shall run with the land and shall be assigned to a legally responsible party at all times. No maintenance mechanism established pursuant to this Section shall be dissolved, terminated, or otherwise rendered inactive unless an alternative maintenance mechanism acceptable to the City is established and assumes responsibility for the Buffer Zone. Failure to maintain a required Buffer Zone in accordance with the approved plans, recorded maintenance documents, or the requirements of this Section shall constitute a violation of this Code and may be subject to enforcement pursuant to applicable City regulations.

- (6) *Credit for existing separation areas.* Existing public rights-of-way, dedicated open space, drainage facilities, trail corridors, or similar separation areas located between the subdivision and the adjacent parcel or subdivision may be credited toward the width requirement in this subsection if the Administrator determines such areas function as part of the buffer and are reasonably comparable in separation effect.

(f) *Adjacency standards for multiple-family residential, commercial, and mixed-use development.*

- (1) *Purpose.* This subsection is intended to minimize visual, privacy, and scale impacts where multifamily residential development, commercial development, or mixed-use development abuts

Commented [TR4]: Staff Note – Council Direction (Councilwoman Felicity Zoberski)

During Council discussion, Councilwoman Felicity Zoberski expressed concern regarding the long-term ownership, maintenance, and accountability of required Buffer Zones. Specifically, questions were raised regarding situations where a homeowners association, landscape maintenance district, or other maintenance entity ceases to exist, becomes inactive, or otherwise fails to maintain the required buffering improvements.

Sections 32.09.030(e)(5)(a) and (e)(5)(b) already require Buffer Zones to be placed under a perpetual maintenance mechanism and subject to recorded maintenance obligations. However, to further address Councilwoman Zoberski's concerns, staff added Section 32.09.030(e)(5)(c) to clarify that responsibility for maintenance must remain assigned to a legally responsible party at all times and that an approved maintenance mechanism may not be dissolved or terminated unless a replacement maintenance mechanism acceptable to the City assumes responsibility for the Buffer Zone.

This revision is intended to provide additional clarity regarding long-term maintenance obligations, ensure continued accountability for required buffering improvements, and avoid situations where responsibility for maintenance becomes unclear following project approval and construction.

single-family residential lots by requiring increased setbacks, upper-level setbacks, and/or a height plane based on existing grade on the single-family side of the shared property line.

(2) *Standards.*

- a. *Upper-level setback.* An upper-level setback of 10' for all portions of the building greater than 24' in height shall be provided along any shared property line. This setback is in addition to any setback required by the applicable zoning district regulations. Building projections such as balconies, eaves, and similar appurtenances may project up to 5' into the required combined total setback.
- b. *Articulation and human scale.* To limit the appearance of bulk and scale, vertical or horizontal modulation, changes in color or materials, fenestration, and/or architectural appurtenances shall be provided on all facades facing adjoining rural residential or single-family residential zoning districts to the approval of the administrator.
- c. *Operational Impacts. Where multiple-family residential, commercial, or mixed-use development is adjacent to rural residential or single-family residential zoning districts, site design shall consider and minimize potential impacts associated with outdoor dining areas, gathering spaces, loading areas, refuse collection areas, mechanical equipment, amplified sound, outdoor events, lighting, noise, odor, and similar operational activities. The Administrator may require additional setbacks, screening, noise attenuation measures, operational limitations, odor mitigation measures, or other mitigation measures to reduce impacts on adjacent residential properties.*
- d. *Alternative approaches may be approved by the administrator provided the overall objective of these standards can be satisfied.*
- b-

Alternative approaches may be approved by the administrator provided the overall objective of these standards can be satisfied.

(g) *Lot adjacency standards—Industrial development.*

- (1) *Purpose.* This subsection is intended to minimize visual, privacy, and scale impacts where industrial development abuts residential zoning districts by implementing buffers and site orientation
- (2) *Standards.*
 - a. *Site Orientation.* Industrial development shall be oriented on the site to minimize off-site adverse impacts of noise, glare, smoke, dust, exhaust, vibration, etc., and protect the privacy of adjacent nonindustrial developments to the extent practicable.
 - b. *Appurtenances.* Mechanical equipment, lights, emissions, shipping/receiving areas, and other components of an industrial use that are outside of an enclosed building shall be located away from abutting residential zoning districts, schools, parks and other nonindustrial zoning districts as practicable; and
 - b-c. *Public Safety and Operational Impacts. Industrial development adjacent to residential zoning districts, schools, parks, or other sensitive land uses shall be designed to minimize potential impacts associated with hazardous materials, truck traffic, emergency access, noise, odor, vibration, smoke, dust, and similar operational characteristics. The Administrator shall require consultation with the North Lyon Fire Protection District or other reviewing agencies and may require additional buffering, setbacks, circulation improvements, screening, operational limitations, or other mitigation measures to address identified impacts.*

Commented [TR5]: Staff Note – Council Direction (Councilwoman Felicity Zoberski)

During Council discussion, Councilwoman Felicity Zoberski expressed concern that the proposed multiple-family, commercial, and mixed-use adjacency standards primarily addressed building design and scale, but did not adequately address operational impacts that may affect adjacent residential properties. Examples discussed included outdoor dining areas, music, outdoor events, noise, and other activities commonly associated with commercial and mixed-use development.

To address these concerns, staff added Section 32.09.030(f)(2)(c), requiring site design to consider and minimize operational impacts associated with outdoor dining areas, gathering spaces, loading activities, refuse collection areas, mechanical equipment, amplified sound, outdoor events, lighting, noise, odor, and similar activities when adjacent to residential uses. The amendment also authorizes the Administrator to require reasonable mitigation measures where necessary to reduce impacts on adjoining residential properties.

Commented [TR6]: Staff Note – Council Direction (Councilwoman Felicity Zoberski)

During Council discussion, Councilwoman Felicity Zoberski expressed concern that the proposed industrial adjacency standards primarily addressed visual separation and site orientation, but did not adequately address potential impacts associated with hazardous materials, truck traffic, emergency access, noise, odor, and other operational characteristics of industrial development.

To address these concerns, staff added Section 32.09.030(g)(2)(c), requiring industrial development adjacent to residential zoning districts and other sensitive land uses to consider public safety and operational impacts during project design. The amendment also authorizes consultation with the Fire Department and other reviewing agencies and allows the City to require reasonable mitigation measures where necessary to address identified impacts.

This revision is intended to strengthen industrial adjacency standards by addressing both compatibility and public safety considerations while maintaining flexibility to evaluate site-specific circumstances.

e.d. *Buffering.* A buffer with a minimum width of 20 feet is required between industrial development and any adjacent residential zoning district. The buffer shall provide landscaping to screen the development from residential development. The buffer shall not contain trash receptacles or be used for the storage of equipment, materials, vehicles, etc. The city may require a larger landscape buffer of a specific width, or other visual and/or sound barrier (fence, wall, landscaping, or combination of such measures), to mitigate any potential adverse impacts identified by the administrator.

BILL #377
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AMENDING TITLE 32, CHAPTER 9, SECTION 30 OF THE CITY OF FERNLEY DEVELOPMENT CODE TO IMPROVE CLARITY, REGULATORY RESULTS, AND DEVELOPMENT OPTIONS AS RELATED TO ADJACENCY STANDARDS.

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

Section 1. Title 32, Chapter 9, Section 030 (Adjacency) is hereby amended as follows:

Purpose. The purpose of this section is to define adjacency standards for different types and intensities of development.

- (a) *Applicability.* The standards in this section shall apply to any new development unless an existing barrier (e.g., ridgeline, river, open space, right-of-way or natural terrain change) adequately buffers the existing built environment or platted lots from the new development.
- (b) *Generally applicable standards.*
 - (1) All development shall be designed to minimize impacts on adjacent properties by:
 - (2) Limiting exterior lighting to full-cutoff shielded fixtures and directing lights away from adjacent properties;
 - (3) Limiting sources of audible noise (e.g., heating and air conditioning units) from building facades that face lower intensity uses; and
 - (4) Locating off-street parking, loading, and service areas away from shared property lines and incorporating them into the design of buildings they are intended to serve;
 - (5) Placing windows on the new development so as to maintain privacy by avoiding direct lines of sight into windows of adjoining developments; and
 - (6) Orienting upper-level balconies and other outdoor living spaces away from shared property lines to the extent practicable.
 - (7) Considering and minimizing reasonably foreseeable off-site impacts associated with noise, odor, vibration, glare, smoke, dust, and similar operational characteristics where such impacts may affect adjacent properties.
- (c) *Lot adjacency and transition standards for rural neighborhoods.*
 - (1) *Purpose.* The purpose of this subsection is to maintain the established rural and semi-rural character of neighborhoods zoned GR20, RR5, RR1, and RR½ by requiring transitional lot sizes or physical separation where new single-family residential subdivisions abut such zoning districts.
 - (2) *Applicability.* This subsection applies to any application for a tentative map, parcel map, final map, or other subdivision approval that creates new single-family residential lots where any portion of the subdivision’s exterior boundary shares a common boundary line with an Adjacent Rural Parcel.
 - (3) *Definitions.* For purposes of this subsection:
 - a. “Adjacent Rural Parcel” means a parcel with zoning designation GR20, RR5, RR1, or RR½ that shares a common boundary line with a proposed subdivision.

- b. "Common Boundary Line" means a shared property line segment between the subdivision boundary and an Adjacent Rural Parcel.
- c. "Transitional Edge Lot" means a lot within the subdivision having a rear or side lot line that is coextensive with the subdivision boundary along a Common Boundary Line.

(4) *Standards.*

- a. *Default Requirement – Transitional Edge Lots.* A subdivision to which this subsection applies shall provide Transitional Edge Lots along each Common Boundary Line with an Adjacent Rural Parcel. Each Transitional Edge Lot shall be a minimum of one-half (½) acre in size.
- b. *Alternative Standard.* In lieu of providing Transitional Edge Lots of at least one-half (½) acre, the subdivision may provide Adequate Buffering in accordance with subsection (e), in which case lots adjacent to the Buffer Zone may be sized in accordance with the underlying zoning district, except where the Adjacent Rural Parcel is zoned GR20 or RR5. Where the Adjacent Rural Parcel is zoned GR20 or RR5, Transitional Edge Lots shall be required in accordance with subsection (c)(4)(a), and Adequate Buffering shall not serve as an alternative compliance option.

(d) *Lot adjacency and transition standards for residential subdivision compatibility.*

- (1) *Purpose.* The purpose of this subsection is to ensure compatibility between new subdivisions and existing subdivisions by requiring comparable rear yard separation, building scale, and lot size transitions at shared boundaries.

(2) *Applicability.*

- a. This subsection applies to any tentative map, parcel map, final map, or other subdivision approval that creates new residential lots, where any portion of the proposed subdivision's exterior boundary shares a Common Boundary Line with an Adjacent Subdivision Lot.
- b. The standards in this subsection apply to all Boundary Lots along the applicable Common Boundary Line and shall apply regardless of the zoning of the proposed subdivision and the Adjacent Subdivision.
- c. These standards are in addition to any other applicable development standards (including any rural adjacency standards). Where multiple standards apply, the more restrictive standard governs.

(3) *Definitions.* For purposes of this subsection:

- a. "Adjacent Subdivision" means an existing, recorded subdivision (final map) containing platted lots, where one or more lots share a Common Boundary Line with a proposed subdivision.
- b. "Adjacent Subdivision Lot" means a platted lot within an Adjacent Subdivision that shares a Common Boundary Line with a proposed subdivision.
- c. "Boundary Lot" means a lot within a proposed subdivision that includes a rear or side lot line that is coextensive with the subdivision boundary along a Common Boundary Line.
- d. "Common Boundary Line" means a shared property line segment between the proposed subdivision boundary and an Adjacent Subdivision Lot.

(4) *Standards.*

- a. *Default Requirements.*

1. *Rear Setback Compatibility.* For each Boundary Lot, the minimum rear yard setback shall be not less than the rear yard setback applicable to the Adjacent Subdivision Lots along the same Common Boundary Line.
2. *Height Compatibility.* No principal structure located on a Boundary Lot shall exceed the maximum existing height of principal structures on the Adjacent Subdivision Lots along the same Common Boundary Line. If there are no existing principal structures on the Adjacent Subdivision Lots along the Common Boundary Line at the time of application, the maximum height of principal structures on Boundary Lots shall not exceed the maximum building height permitted for principal structures in the zoning district applicable to the Adjacent Subdivision.
3. *Minimum Lot Size Compatibility.* Each Boundary Lot shall have a minimum lot size equal to at least fifty percent (50%) of the average lot size of the Adjacent Subdivision Lots along the same Common Boundary Line.
4. *Alternative Compliance.* In lieu of complying with the rear setback, height, and minimum lot size compatibility requirements, the subdivision may provide Adequate Buffering in accordance with subsection (e), in which case lots adjacent to the Buffer Zone may be developed in accordance with the standards applicable to the underlying zoning district.

(e) *Adequate Buffering.*

- (1) *Purpose and Effect.* This subsection establishes standards for “Adequate Buffering” that may be used as an alternative means of complying with the lot adjacency and transition standards for rural neighborhoods and residential subdivision compatibility. Where Adequate Buffering is provided in accordance with this subsection along a Common Boundary Line:
 - a. *Rural Adjacency.* The subdivision is not required to provide one-half (½) acre Transitional Edge Lots adjacent to parcels zoned RR1, or RR½ along that Common Boundary Line where Adequate Buffering is provided in accordance with this subsection. Adequate Buffering shall not replace the Transitional Edge Lot requirements applicable to parcels zoned GR20 or RR5.
 - b. *Subdivision-to-Subdivision Compatibility.* Boundary Lots adjacent to an existing subdivision along that Common Boundary Line are not required to (i) match rear setbacks, (ii) be limited to the height of existing structures, or (iii) meet the 50% minimum lot size compatibility standard, provided the Buffer Zone fully complies with this Section.
- (2) *Definitions.* For purposes of this subsection:
 - a. “Buffer Zone” means a separate lot, parcel, common area, easement, or dedicated area within the subdivision that is intended to provide physical and/or visual separation between development and an adjacent parcel or subdivision.
 - b. “Common Boundary Line” means a shared property line segment between the subdivision and an adjacent parcel or platted lot.
 - c. “Adequate Buffering” means a Buffer Zone and associated improvements meeting the requirements of this subsection.
- (3) *Adequate Buffering Standards.* Adequate Buffering shall meet all of the following minimum standards:
 - a. *Minimum Width and Continuity.*

1. *Width.* The Buffer Zone shall be a minimum of thirty (30) feet wide, measured perpendicular from the Common Boundary Line inward to the subdivision.
 2. *Continuity.* The Buffer Zone shall be continues along the full length of the applicable Common Boundary Line, except where interrupted by streets, public access connections, or necessary utility crossing.
- b. *Required Buffer Zone Improvements.* The Buffer Zone shall include at least two (2) of the following improvements, designed to function together as an integrated separation feature:
1. *Trail/Path Corridor.* A paved or unpaved trail or path, with appropriate access control, wayfinding, and safety features as required by the City.
 2. *Drainageway or Drainage Facility.* An open channel, swale, naturalized drainageway, or similar facility, including stabilized slopes and erosion control.
 3. *Landscaping.* A continuous landscape screen using drought-tolerant and/or native plantings, with irrigation where required to ensure establishment and long-term viability.
 4. *Berms or Grade Separation.* Berming or grade changes designed to provide visual screening and/or physical separation; may be combined with landscaping and fencing.
 5. *Common Open Space Amenity.* Park space, common open space, community garden, or similar subdivision amenity designed to serve as separation area and not merely as residual land.
 6. *Decorative Wall/Fence.* A wall or fence designed to provide privacy and separation; when used, it shall be combined with either landscaping or berming.

(4) *Use Restrictions.*

- a. The Buffer Zone shall not be used for private yards, private storage, private accessory structures, driveways, or parking.
- b. The Buffer Zone may contain only those improvements necessary to serve the Buffer Improvements (e.g., trails, drainage structures, landscaping, lighting, benches, small shade structures, utilities, and similar appurtenances), as approved with the subdivision.

(5) *Ownership and Maintenance.*

- a. The Buffer Zone shall be placed in common ownership (i.e., conveyed to a HOA or a landscape maintenance district), a conservation easement, or similar legal mechanism approved by the City that provides for perpetual maintenance and repair.
- b. The Buffer Zone shall be subject to recorded covenants, conditions, easements, map notes, or similar instruments prohibiting encroachments inconsistent with the buffering standards in this subsection and requiring maintenance in perpetuity.
- c. *Maintenance Responsibility.* The owner, homeowners association, landscape maintenance district, conservation easement holder, or other entity responsible for maintenance of the Buffer Zone pursuant to subsection (e)(5)(a) shall maintain all required Buffer Zone improvements in a safe, functional, and operable condition. Responsibility for Buffer Zone maintenance shall run with the land and shall be assigned to a legally responsible party at all times. No maintenance mechanism established pursuant to this Section shall be dissolved, terminated, or otherwise rendered inactive unless an alternative maintenance mechanism acceptable to the City is established and

assumes responsibility for the Buffer Zone. Failure to maintain a required Buffer Zone in accordance with the approved plans, recorded maintenance documents, or the requirements of this Section shall constitute a violation of this Code and may be subject to enforcement pursuant to applicable City regulations.

- d. **Failure to Maintain.** If the entity responsible for maintenance of the Buffer Zone fails to maintain the Buffer Zone in accordance with the approved plans, recorded maintenance documents, or the requirements of this Section, the City may provide written notice identifying the required corrective action. The responsible entity shall correct the violation or retain a qualified person or contractor to complete the required maintenance within thirty (30) days after the date of the notice, or within such other period established by the Administrator based on the nature and severity of the violation. If the responsible entity fails to complete the required corrective action within the prescribed period, the City may pursue any enforcement remedy authorized by this Code or other applicable law.

- (6) **Credit for existing separation areas.** Existing public rights-of-way, dedicated open space, drainage facilities, trail corridors, or similar separation areas located between the subdivision and the adjacent parcel or subdivision may be credited toward the width requirement in this subsection if the Administrator determines such areas function as part of the buffer and are reasonably comparable in separation effect.

(f) *Adjacency standards for multiple-family residential, commercial, and mixed-use development.*

- (1) **Purpose.** This subsection is intended to minimize visual, privacy, and scale impacts where multifamily residential development, commercial development, or mixed-use development abuts single-family residential lots by requiring increased setbacks, upper-level stepbacks, and/or a height plane based on existing grade on the single-family side of the shared property line.

- (2) **Standards.**

- a. **Upper-level stepback.** An upper-level stepback of 10' for all portions of the building greater than 24' in height shall be provided along any shared property line. This setback is in addition to any setback required by the applicable zoning district regulations. Building projections such as balconies, eaves, and similar appurtenances may project up to 5' into the required combined total setback.
- b. **Articulation and human scale.** To limit the appearance of bulk and scale, vertical or horizontal modulation, changes in color or materials, fenestration, and/or architectural appurtenances shall be provided on all facades facing adjoining rural residential or single-family residential zoning districts to the approval of the administrator.
- c. **Operational Impacts.** Where multiple-family residential, commercial, or mixed-use development is adjacent to rural residential or single-family residential zoning districts, site design shall consider and minimize potential impacts associated with outdoor dining areas, gathering spaces, loading areas, refuse collection areas, mechanical equipment, amplified sound, outdoor events, lighting, noise, odor, and similar operational activities. The Administrator may require additional setbacks, screening, noise attenuation measures, operational limitations, odor mitigation measures, or other mitigation measures to reduce impacts on adjacent residential properties.
- d. **Alternative approaches** may be approved by the administrator provided the overall objective of these standards can be satisfied.

(g) *Lot adjacency standards—Industrial development.*

(1) *Purpose.* This subsection is intended to minimize visual, privacy, and scale impacts where industrial development abuts residential zoning districts by implementing buffers and site orientation

(2) *Standards.*

- a. *Site Orientation.* Industrial development shall be oriented on the site to minimize off-site adverse impacts of noise, glare, smoke, dust, exhaust, vibration, etc., and protect the privacy of adjacent nonindustrial developments to the extent practicable.
- b. *Appurtenances.* Mechanical equipment, lights, emissions, shipping/receiving areas, and other components of an industrial use that are outside of an enclosed building shall be located away from abutting residential zoning districts, schools, parks and other nonindustrial zoning districts as practicable; and
- c. *Public Safety and Operational Impacts.* Industrial development adjacent to residential zoning districts, schools, parks, or other sensitive land uses shall be designed to minimize potential impacts associated with hazardous materials, truck traffic, emergency access, noise, odor, vibration, smoke, dust, and similar operational characteristics. The Administrator shall require consultation with the North Lyon Fire Protection District or other reviewing agencies and may require additional buffering, setbacks, circulation improvements, screening, operational limitations, or other mitigation measures to address identified impacts.
- d. *Buffering.* A buffer with a minimum width of 20 feet is required between industrial development and any adjacent residential zoning district. The buffer shall provide landscaping to screen the development from residential development. The buffer shall not contain trash receptacles or be used for the storage of equipment, materials, vehicles, etc. The city may require a larger landscape buffer of a specific width, or other visual and/or sound barrier (fence, wall, landscaping, or combination of such measures), to mitigate any potential adverse impacts identified by the administrator.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. The City Clerk is instructed and authorized to publish the title of this ordinance as provided by law.

Section 4. This ordinance shall become effective upon passage, approval, and publication.

Section 5. The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare, and convenience.

Section 6. In any subsection, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.

Section 7. The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation,

operation, or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL #377 BEING HEREBY PROPOSED on the 9th day of September, 2026.

BILL #377 BEING HEREBY PASSED, APPROVED, and ADOPTED this 7th day of October, 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